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

PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 77

SHEET 1 OF 26 SHEET

SEE SHEET 2 FOR NOTES.

CAPTION

A portion of fractional Sections 28, 29 and 33, together with a portion of Section 53 of the Theresa Marshall Grant and further together with a portion of Section 61 of the Rogue Leonardi Grant, all lying in 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 and Official Records Book 1431, page 504 of the public records of said county, 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° 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° 09' 44" East, along the Northerly line of said Section 28, a distance of 935.72 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 89° 09' 44" East, along said Northerly line of Section 28, a distance of 782.18 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 367.25 feet to a point referred to as Reference Point "A"; thence continue South 19° 57' 07" East, along said Westerly line, 23 feet, more or less, to its intersection with the Southerly Ordinary High Water Line of Sweetwater Creek; thence Northeasterly, along the meanderings of said Southerly Ordinary High Water Line, 1673 feet, more or less; thence South 18° 00' 00" East, departing said Southerly Ordinary High Water Line, 20 feet, more or less, to a point which bears North 71° 42' 04" East, 837.39 feet from said Reference Point "A"; thence continue South 18° 00' 00" East, 981.29 feet; thence North 80° 15' 00" East, 240.00 feet to the point of curvature of a curve concave Northwesterly, having a radius of 450.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 24° 15' 00", an arc length of 190.46 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 68° 07' 30" East, 189.04 feet; thence South 34° 00' 00" East, 100.00 feet to a point on a curve concave Northwesterly, having a radius of 550.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 24° 15' 00", an arc length of 232.78 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68° 07' 30" West, 231.05 feet; thence South 80° 15' 00" West, 246.77 feet; thence Due South, 312.71 feet; thence South 11° 00' 00" East, 650.00 feet; thence South 44° 00' 00" East, 505.00 feet; thence South 14° 00' 00" East, 1300.00 feet to a point lying on the Westerly line of those lands described and recorded in said Official Records Book 1431, page 504, said point also lying on the line dividing Section 60 of the Marshall or Leonardi Grant of said Township and Range and said Section 61 of the Rogue Leonardi Grant; thence South 14° 22' 35" West, along said Westerly line and along said dividing line and along the Westerly line of said Section 53 of the Theresa Marshall Grant, 1788.50 feet to a point on a curve concave Northeasterly, having a radius of 210.00 feet; thence Southeasterly departing said Westerly line and along the arc of said curve, through a central angle of 16°36'55", an arc length of 60.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 31°41'32" East, 60.69 feet; thence South 40°00'00" East, 19.72 feet to the point of curvature of a curve concave Northerly, having a radius of 25.00 feet; thence Easterly along the arc of said curve, through a central angle of 75°43'31", an arc length of 33.04 feet to a point on said curve, said point lying on the curved Westerly right of way line of North Loop Parkway, an 80 foot right of way as presently established, said arc being subtended by a chord bearing and distance of South 77°51'46" East, 30.69 feet; thence Southwesterly along said curved Westerly right of way line, being concave Southeasterly having a radius of 240.00 feet, through a central angle of 49°53'54", an arc length of 209.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 39°19'32" West, 202.47 feet; thence North 75°37'25" West, departing said Westerly right of way line, 5.00 feet to a point lying on said Westerly line of Official Records Book 1431, page 504 and Section 53 of the Theresa Marshall Grant; thence South 14°22'35" West, along last said line, 452.33 feet; thence South 33°33'12" West, departing said Westerly line, 80.35 feet to the point of curvature of a curve concave Southeasterly, having a radius of 180.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 19°10'38", an arc length of 60.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°57'54" West, 59.97 feet; thence South 14°22'35" West, 55.44 feet to the point of curvature of a curve concave Easterly, having a radius of 180.00 feet; thence Southerly along the arc of said curve, through a central angle of 20°18'42", an arc length of 63.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 04°13'14" West, 63.48 feet; thence South 05°56'07" East, 72.57 feet to a point lying on said Westerly line of Official Records Book 1431, page 504 and Section 53 of the Theresa Marshall Grant, thence South 14°22'35" West, along last said line, 77.19 feet; thence North 75° 00' 00" West, departing last said line, 451.70 feet; thence North 28° 27' 37" West, 720.42 feet; thence North 01° 27' 47" West, 374.84 feet; thence North 19° 39' 52" West, 598.52 feet; thence North 28° 19' 23" East, 240.68 feet; thence North 16° 42' 41" West, 1270.16 feet; thence North 46° 43' 34" West, 320.92 feet; thence North 08° 41' 41" West, 920.26 feet; thence North 74° 52' 04" West, 460.34 feet; thence South 30°45'00" West, 1555.61 feet to the point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 39°06'02", an arc length of 368.52 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 50°18'01" West, 361.41 feet; thence North 20°08'58" West, 80.00 feet to a point on a curve concave Northwesterly, having a radius of 460.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 39°06'02", an arc length of 313.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 50°18'01" East, 307.86 feet; thence North 30°45'00" East, 1572.52 feet to the point of curvature of a curve concave Northwesterly, having a radius of 75.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 08°45'00", an arc length of 11.45 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26° 22' 30" East, 11.44 feet; thence North 22° 00' 00" East, 44.52 feet to the point of curvature of a curve concave Southeasterly, having a radius of 500.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 08° 45' 00", an arc length of 76.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26° 22' 30" East, 76.28 feet; thence North 30° 45' 00" East, 91.83 feet to the point of curvature of a curve concave Southeasterly, having a radius of 500.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 09° 15' 00", an arc length of 80.72 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35° 22' 30" East, 80.63 feet; thence North 40° 00' 00" East, 25.11 feet to the point of curvature of a curve concave Northwesterly, having a radius of 225.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 09° 15' 00", an arc length of 36.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35° 22' 30" East, 36.29 feet; thence North 30° 45' 00" East, 346.29 feet; thence North 10° 00' 00" West, 1000.00 feet; thence North 20° 00' 00" West, 474.81 feet to the Point of Beginning.

Containing 233.59 acres, more or less.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A LAND SURVEYOR, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES.

SIGNED AND SEALED THIS 12th DAY OF July A.D., 2007.

Joseph Leslie Reynolds, III
Professional Surveyor and Mapper
State of Florida LS No. 5517
ROBERT M. ANGAS ASSOCIATES, INC.
14775 St. Augustine Road
Jacksonville, FL 32258

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT INTERVEST CONSTRUCTION OF JAX, INC., A FLORIDA CORPORATION ("OWNER"), IS THE LAWFUL OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE CAPTION HEREON KNOWN AS PALENCIA NORTH PHASE I, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT NATIONAL CITY BANK, A NATIONAL BANKING ASSOCIATION, AND BRANCH BANKING AND TRUST COMPANY, A NORTH CAROLINA BANKING CORPORATION, ARE THE HOLDERS OF THE MORTGAGES ON SAID LANDS. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ANY RIGHTS-OF-WAY, ALL EASEMENTS FOR DRAINAGE, ACCESS, UTILITY, MAINTENANCE, PEDESTRIAN ACCESS, STORMWATER MANAGEMENT FACILITIES, TRACTS A, B, E, G, I, L, M, O, P, Q, S, T AND AA (CONSERVATION), TRACT C (LIFT STATION SITE/UTILITY), TRACT D (STORMWATER MANAGEMENT FACILITIES/OPEN SPACE/SIGNAGE/SIDEWALK/UTILITY), TRACTS F AND J (STORMWATER MANAGEMENT FACILITIES/OPEN SPACE/SIGNAGE/UTILITY), TRACTS H AND Z (OPEN SPACE/SIGNAGE/UTILITY), TRACT K (OPEN SPACE/SIGNAGE/PEDESTRIAN ACCESS/MULTI-USE PATH/UTILITY), TRACT N (LIFT STATION SITE) TRACTS R AND U (OPEN SPACE/SIGNAGE/PARK/ SIDEWALK/LANDSCAPE/UTILITY), TRACT V (STORMWATER MANAGEMENT FACILITIES/OPEN SPACE/SIGNAGE), TRACTS W, X AND BB (OPEN SPACE/UTILITY), TRACT Y (STORMWATER MANAGEMENT FACILITIES/OPEN SPACE/UTILITY), TRACT CC (NEIGHBORHOOD PARK/UTILITY), TRACTS DD, EE AND FF (PARK/ LANDSCAPE/SIGNAGE/UTILITY/OPEN SPACE), TRACT GG (SIGNAGE/UTILITY/MAINTENANCE/ LANDSCAPE/HARDSCAPE/OPEN SPACE), TRACTS HH AND II (SIDEWALK/SIGNAGE/OPEN SPACE/LANDSCAPE/UTILITY/GUARD GATE AREA), TRACT JJ (OPEN SPACE/SIGNAGE/PEDESTRIAN ACCESS/MAINTENANCE), TRACT KK (PARK/SIGNAGE/DRAINAGE/UTILITY/MAINTENANCE/PARKING/OPEN SPACE/SIDEWALK), TRACT LL (STORMWATER MANAGEMENT FACILITIES/OPEN SPACE/MAINTENANCE), TRACT MM (PARK/OPEN SPACE/SIDEWALK/LANDSCAPE/UTILITY), AND TRACT NN (LANDSCAPE/DRAINAGE/UTILITY/MAINTENANCE) SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS EXCEPT AS HEREINAFTER PROVIDED. NO PART OF SAID LANDS IS DEDICATED TO THE COUNTY OF ST. JOHNS OR THE PUBLIC, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN OR SHOWN ON THE PLAT. OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER ALL EASEMENTS AND TRACTS DESIGNATED ON THIS PLAT FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING ANY ROADS, UTILITIES, DRAINAGE FACILITIES, PONDS, DITCHES, OR OTHERWISE, EXCEPT AS HEREINAFTER PROVIDED. THE OWNER WILL CONVEY THE ROAD RIGHTS-OF-WAY SHOWN ON THIS PLAT TO THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT ("THE "CDD").

THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME TO CONVEY TO ANY RESPONSIBLE PROPERTY OWNER ASSOCIATION OR THE CDD ALL OR ANY PART OF THE LANDS ON THIS PLAT DESIGNATED AS TRACTS OR EASEMENTS, INCLUDING ALL UNOBSTRUCTED EASEMENTS FOR DRAINAGE OR UTILITIES. THE UNDERSIGNED OWNER HEREBY RESERVES FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, THE SOLE AND ABSOLUTE RIGHT TO GRANT UTILITY PROVIDERS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE (INCLUDING INGRESS AND EGRESS) OF UTILITY IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO THE FUTURE OWNER(S) OF THE LAND DESCRIBED HEREIN OR TO THE OWNER(S) OF ADJACENT LANDS.

UNOBSTRUCTED EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS SHOWN WITHIN THE ROADWAYS, TRACTS AND ON INDIVIDUAL PROPERTIES ON THIS PLAT SHALL BE GRANTED BY SEPARATE WRITTEN INSTRUMENT TO THE RESPONSIBLE UTILITY PROVIDER, ITS SUCCESSORS AND ASSIGNS.

THOSE EASEMENTS DESIGNATED AS F.P.& L./UTILITY EASEMENTS SHALL BE GRANTED TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, BY SEPARATE WRITTEN INSTRUMENT, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM. ADDITIONAL UTILITY EASEMENTS MAY BE GRANTED TO FLORIDA POWER AND LIGHT COMPANY OVER ADDITIONAL PORTIONS OF THE PLAT AS NEEDED. THE RIGHTS RESERVED HEREBY FOR THE GRANT OF UTILITY EASEMENTS SHALL INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES TO THE EXTENT REQUIRED BY AND IN A MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE CURRENT FLORIDA STATUTES; PROVIDED HOWEVER, TO THE EXTENT ALLOWABLE BY SAID SECTION 177.091(28), ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY OWNER TO SERVE THE LANDS SHOWN ON THE PLAT SHALL HAVE THE BENEFIT OF SAID CABLE TELEVISION SERVICE EASEMENTS. OWNER HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT, WITH THE CONSENT OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, OR THE GOVERNING BODY OF ANY MUNICIPALITY HAVING JURISDICTION OVER THE LANDS SHOWN ON THIS PLAT, TO DEDICATE TO A PUBLIC ENTITY ANY ROADS, TRACTS, OR EASEMENTS WHICH HAVE NOT ALREADY BEEN CONVEYED TO A PROPERTY OWNER ASSOCIATION OR THE CDD (PROVIDED SUCH PUBLIC ENTITY FORMALLY ACCEPTS SUCH DEDICATION).

IN WITNESS WHEREOF, THE "OWNER" HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.

OWNER: INTERVEST CONSTRUCTION OF JAX, INC.
A FLORIDA CORPORATION

BY: _____
Morteza Hosseini-Kargar, President

Witness Witness

STATE OF FLORIDA, COUNTY OF Volusia

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF June A.D., 2007, BY MORTEZA HOSSEINI-KARGAR, FOR AND ON BEHALF OF INTERVEST CONSTRUCTION OF JAX, INC., HE BEING PERSONALLY KNOWN TO THE UNDERSIGNED AND DID NOT TAKE AN OATH, OR PRODUCE IDENTIFICATION.

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____

Notary Public, State of Florida at Large

NAME Nicole Keeley

NICOLE KEELEY
MY COMMISSION # DD 684214
EXPIRES: June 22, 2011
Bonded Thru Notary Public Underwriters

CERTIFICATE OF APPROVAL-PLANNING AND ZONING DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT OF PALENCIA NORTH PHASE I, HAS BEEN EXAMINED AND APPROVED BY THE COUNTY PLANNING AND ZONING DEPARTMENT FOR ST. JOHNS COUNTY, FLORIDA, ON THIS 8 DAY OF August A.D., 2007.

Director of Planning and Zoning

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THIS PLAT OF PALENCIA NORTH PHASE I, HAS BEEN EXAMINED AND APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ON THIS 7th DAY OF August A.D., 2007. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

Chairman, Board of County Commissioners

CERTIFICATE OF APPROVAL-COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT OF PALENCIA NORTH PHASE I, HAS BEEN EXAMINED AND APPROVED BY THE OFFICE OF THE ST. JOHNS COUNTY ATTORNEY ON THIS 30 DAY OF August A.D., 2007.

Office of the County Attorney

CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177 OF THE CURRENT FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK 62, PAGES 77-108 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 13 DAY OF August A.D., 2007.

Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR FOR ST. JOHNS COUNTY, FLORIDA, ON THIS 3rd DAY OF August A.D., 2007.

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

PREPARED BY:

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

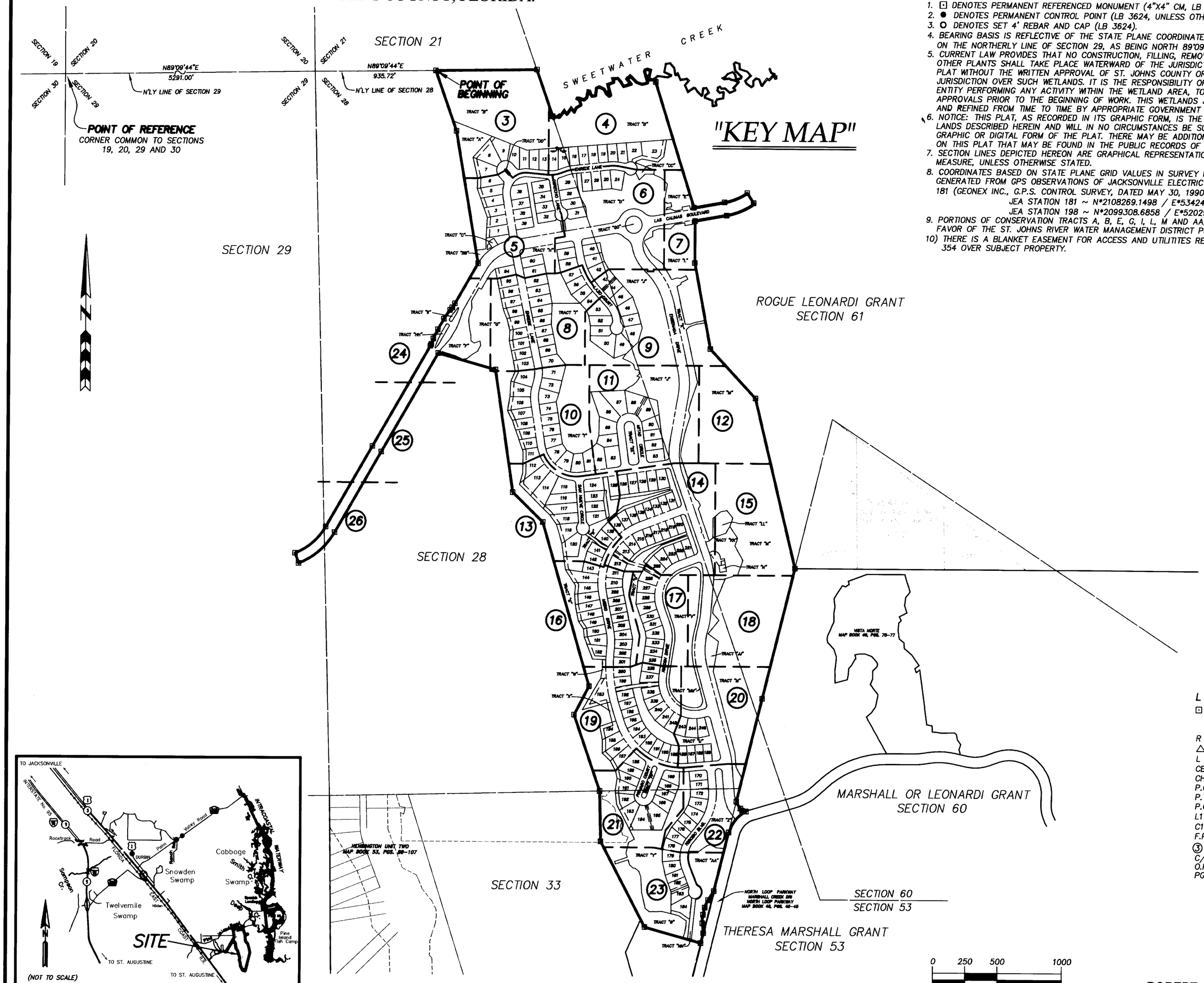
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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

PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 78

SHEET 2 OF 26 SHEETS



VICINITY MAP

NOTES:

1. ⊡ DENOTES PERMANENT REFERENCED MONUMENT (4"X4" CM, LB 3624, UNLESS OTHERWISE INDICATED).
2. ● DENOTES PERMANENT CONTROL POINT (LB 3624, UNLESS OTHERWISE INDICATED).
3. O DENOTES SET 4' REBAR AND CAP (LB 3624).
4. BEARING BASIS IS REFLECTIVE OF THE STATE PLANE COORDINATE MEASURE (SEE NOTE 8). BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 29, AS BEING NORTH 89°09'44" EAST.
5. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE, AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY OR OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT, AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA, TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF WORK. THIS WETLANDS JURISDICTIONAL LINE MAY BE SUPERSEDED AND REFINED FROM TIME TO TIME BY APPROPRIATE GOVERNMENT AGENCIES.
6. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7. SECTION LINES DEPICTED HEREON ARE GRAPHICAL REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASURE, UNLESS OTHERWISE STATED.
8. COORDINATES BASED ON STATE PLANE GRID VALUES IN SURVEY FEET (Florida East Zone 901, N.A.D. 1983) GENERATED FROM GPS OBSERVATIONS OF JACKSONVILLE ELECTRIC AUTHORITY CONTROL STATIONS 198 AND 181 (GEONEX INC., G.P.S. CONTROL SURVEY, DATED MAY 30, 1990).
   JEA STATION 181 ~ N*2108269.1498 / E*534241.0079
   JEA STATION 198 ~ N*2099308.6858 / E*520293.6700
9. PORTIONS OF CONSERVATION TRACTS A, B, E, G, I, L, M AND AA, ARE SUBJECT TO CONSERVATION EASEMENTS IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES.
10. THERE IS A BLANKET EASEMENT FOR ACCESS AND UTILITIES RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 354 OVER SUBJECT PROPERTY.

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
(3)	PLAT SHEET NUMBER
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

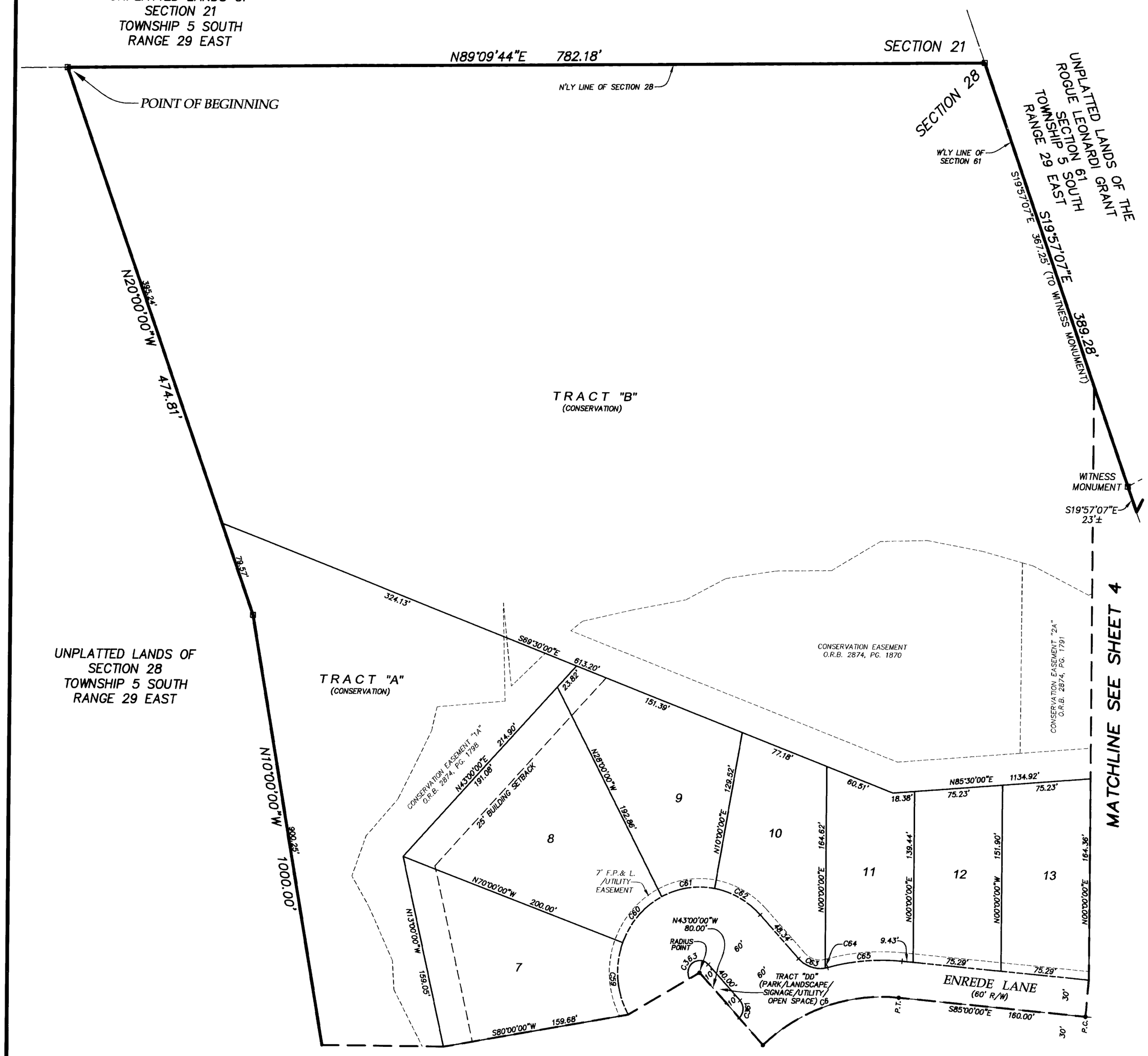
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 79

SHEET 3 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C6	150.00'	125.66'	122.02'	S71°00'00"W	48°00'00"
C59	70.00'	60.97'	59.06'	S04°57'07"E	49°54'13"
C60	70.00'	51.31'	50.17'	S41°00'00"W	42°00'00"
C61	70.00'	46.43'	45.58'	S81°00'00"W	38°00'00"
C62	70.00'	45.20'	44.42'	N61°30'00"W	37°00'00"
C63	25.00'	25.02'	23.99'	S71°40'31"E	57°21'02"
C64	25.00'	2.20'	2.20'	N77°07'43"E	5°02'31"
C65	180.00'	64.06'	63.73'	S84°48'14"W	20°23'32"
C361	10.00'	15.71'	14.14'	N02°00'00"E	90°00'00"
C363	10.00'	31.42'	20.00'	S46°59'59"W	180°00'02"

0 30 60 120 180

GRAPHIC SCALE IN FEET
1" = 60'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

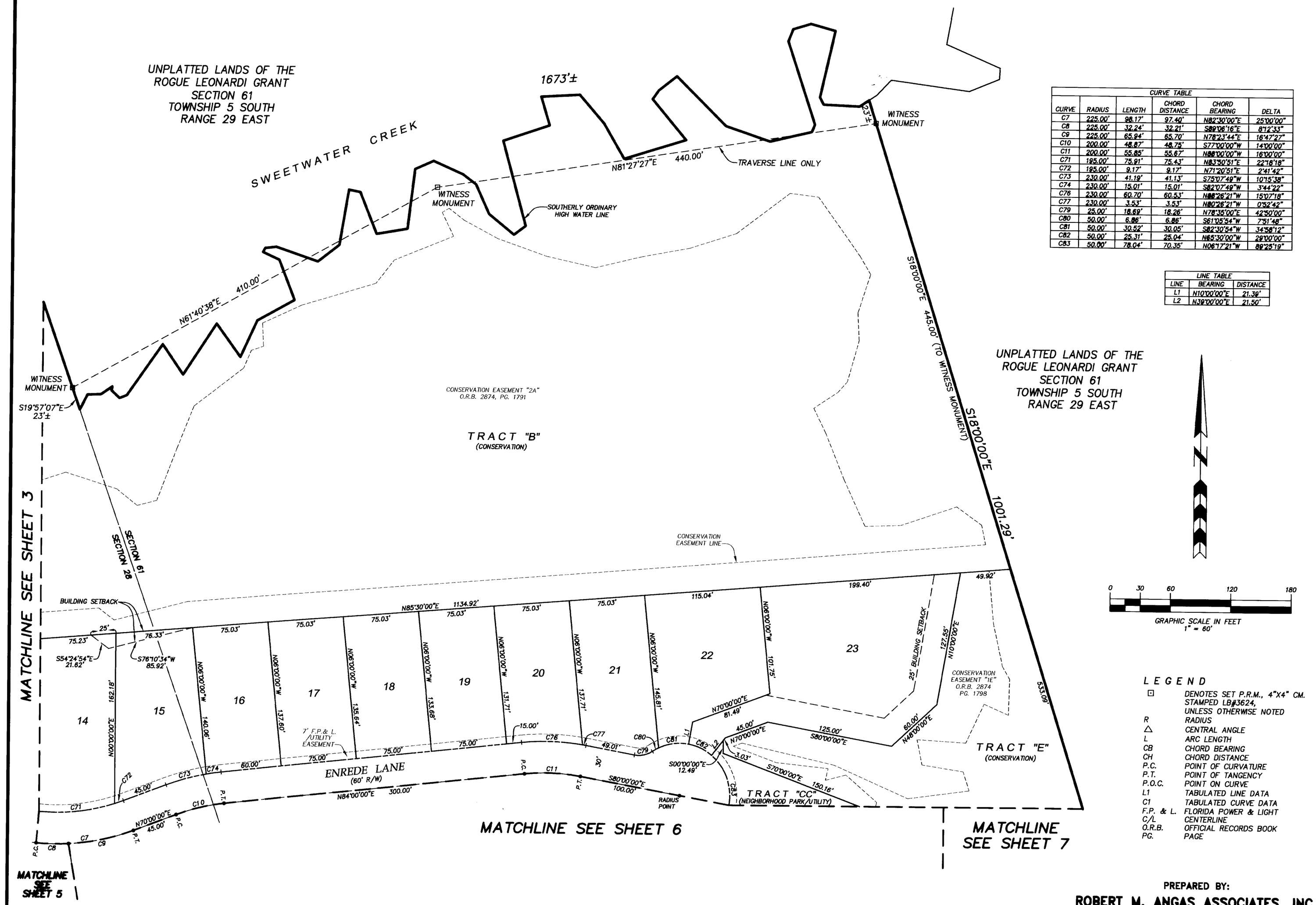
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 80

SHEET 4 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C7	225.00'	98.17'	97.40'	N82°30'00"E	25°00'00"
C8	225.00'	32.24'	32.21'	S89°06'16"E	8°12'33"
C9	225.00'	65.94'	65.70'	N78°23'44"E	16°47'27"
C10	200.00'	48.87'	48.75'	S77°00'00"W	14°00'00"
C11	200.00'	55.85'	55.67'	N88°00'00"W	16°00'00"
C71	195.00'	75.91'	75.43'	N83°50'51"E	22°18'18"
C72	195.00'	9.17'	9.17'	N71°20'51"E	2°41'42"
C73	230.00'	41.19'	41.13'	S75°07'49"W	10°15'38"
C74	230.00'	15.01'	15.01'	S82°07'49"W	3°44'22"
C76	230.00'	60.70'	60.53'	N88°26'21"W	15°07'18"
C77	230.00'	3.53'	3.53'	N80°26'21"W	0°52'42"
C79	25.00'	18.69'	18.26'	N78°35'00"E	42°50'00"
C80	50.00'	6.86'	6.86'	S61°05'54"W	7°51'48"
C81	50.00'	30.52'	30.05'	S82°30'54"W	34°58'12"
C82	50.00'	25.31'	25.04'	N65°30'00"W	29°00'00"
C83	50.00'	78.04'	70.35'	N06°17'21"W	89°25'19"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N10°00'00"E	21.39'
L2	N39°00'00"E	21.50'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

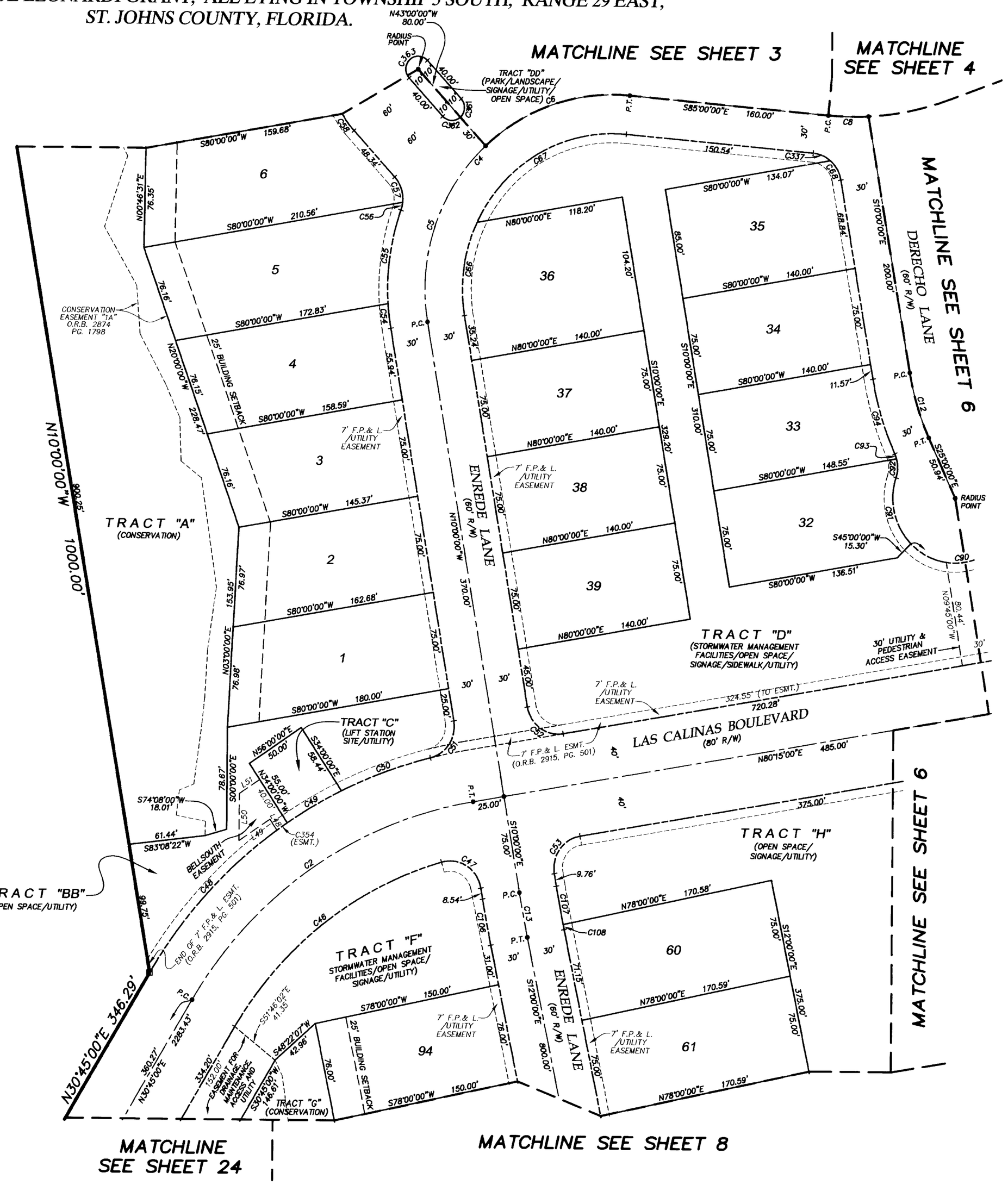
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 81

SHEET 5 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



0 30 60 120 180

GRAPHIC SCALE IN FEET
1" = 60'

LINE TABLE		
LINE	BEARING	DISTANCE
L48	S34°00'00"E	10.00'
L49	N56°00'00"E	28.78'
L50	S00°00'00"E	36.19'
L51	S56°00'00"W	19.54'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C2	325.00'	280.78'	272.13'	S55°30'00"W	49°30'00"
C4	150.00'	274.89'	238.01'	S42°30'00"W	105°00'00"
C5	150.00'	149.23'	143.15'	S18°30'00"W	57°00'00"
C6	150.00'	125.66'	122.02'	S71°00'00"W	48°00'00"
C8	225.00'	32.24'	32.21'	S89°16'16"E	8°12'33"
C12	200.00'	52.36'	52.21'	S17°30'00"E	15°00'00"
C13	1000.00'	34.91'	34.90'	S11°00'00"E	2°00'00"
C46	285.00'	213.58'	208.62'	S52°13'10"W	42°56'19"
C47	25.00'	42.02'	37.25'	N58°08'20"W	96°18'41"
C48	365.00'	160.85'	159.56'	S43°22'30"W	25°15'00"
C49	365.00'	50.16'	50.12'	S59°56'12"W	7°52'25"
C50	365.00'	75.98'	75.82'	S68°50'07"W	11°55'25"
C51	25.00'	37.44'	34.04'	N32°53'55"E	85°47'50"
C52	25.00'	39.16'	35.28'	S54°52'30"E	89°45'00"
C53	25.00'	39.38'	35.43'	S35°07'30"W	90°15'00"
C54	180.00'	19.10'	19.09'	S06°57'37"E	6°04'46"
C55	180.00'	73.24'	72.74'	S07°44'09"W	23°18'46"
C56	25.00'	6.20'	6.18'	N12°17'17"E	14°12'30"
C57	25.00'	21.02'	20.41'	N18°54'29"W	48°11'02"
C58	70.00'	16.00'	15.97'	S36°27'07"E	13°05'47"
C66	120.00'	73.47'	72.33'	S07°32'21"W	35°04'41"
C67	120.00'	146.44'	137.52'	S60°02'21"W	69°55'19"
C88	25.00'	17.58'	17.22'	N30°08'25"W	40°16'51"
C90	50.00'	91.63'	79.34'	N82°30'00"E	105°00'00"
C91	50.00'	54.83'	52.13'	S13°35'00"E	62°50'00"
C92	25.00'	14.68'	14.47'	N01°00'58"E	33°38'09"
C93	25.00'	4.01'	4.00'	N20°23'45"W	9°11'14"
C94	230.00'	60.17'	60.00'	S17°28'41"E	14°59'22"
C106	1030.00'	35.95'	35.95'	S11°00'00"E	2°00'00"
C107	970.00'	30.01'	30.01'	S10°53'10"E	1°46'21"
C108	970.00'	3.85'	3.85'	S11°53'10"E	0°13'39"
C337	25.00'	15.15'	14.92'	N67°38'25"W	34°43'09"
C354	385.00'	10.00'	10.00'	S55°12'55"W	1°34'10"
C361	10.00'	15.71'	14.14'	N02°00'00"E	90°00'00"
C362	10.00'	15.71'	14.14'	S87°59'59"E	90°00'02"
C363	10.00'	31.42'	20.00'	S46°59'59"W	180°00'02"

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 82

SHEET 6 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.

LINE TABLE		
LINE	BEARING	DISTANCE
L52	S63°00'00"W	25.52'
L53	S63°00'00"W	23.69'
L54	N03°00'00"E	25.00'
L55	S13°00'00"E	25.00'
L56	N80°15'00"E	49.26'
L57	N80°15'00"E	42.48'
L86	S40°19'41"W	15.00'
L87	N56°17'52"W	15.00'
L88	N27°04'35"E	15.00'

0 30 60 120 180

GRAPHIC SCALE IN FEET
1" = 60'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C7	225.00'	98.17'	97.40'	N82°30'00"E	25°00'00"
C9	225.00'	65.94'	65.70'	N78°23'44"E	16°47'27"
C10	200.00'	48.87'	48.75'	S77°00'00"W	14°00'00"
C11	200.00'	55.85'	55.67'	N88°00'00"W	16°00'00"
C12	200.00'	52.36'	52.21'	S17°30'00"E	15°00'00"
C19	485.00'	279.34'	275.49'	S26°30'00"E	33°00'00"
C21	300.00'	189.80'	186.65'	S27°52'30"E	36°15'00"
C69	25.00'	36.73'	33.51'	S32°05'23"W	84°10'47"
C70	255.00'	18.60'	18.60'	N72°05'23"E	4°10'47"
C75	170.00'	41.54'	41.44'	S77°00'00"W	14°00'00"
C78	170.00'	47.47'	47.32'	N88°00'00"W	16°00'00"
C83	50.00'	78.04'	70.35'	N06°17'21"W	89°25'19"
C84	25.00'	7.59'	7.56'	N45°51'35"W	17°23'07"
C85	25.00'	11.10'	11.01'	N67°16'35"W	25°26'53"
C86	170.00'	44.45'	44.32'	S17°29'27"E	14°58'54"
C87	25.00'	18.70'	18.26'	S46°24'27"E	42°51'07"
C88	50.00'	21.30'	21.14'	N55°37'52"W	24°24'16"
C89	50.00'	64.08'	59.78'	N06°42'52"W	73°25'44"
C90	50.00'	91.63'	79.34'	N82°30'00"E	105°00'00"
C95	25.00'	39.16'	35.28'	N54°52'30"W	89°45'00"
C96	25.00'	39.38'	35.43'	S35°07'30"W	90°15'00"
C97	80.00'	74.18'	71.55'	N53°41'06"E	53°07'48"
C98	120.00'	222.55'	192.00'	S80°15'00"W	106°15'37"
C99	80.00'	74.18'	71.55'	S73°11'06"E	53°07'48"
C100	80.00'	74.18'	71.55'	S53°41'06"W	53°07'48"
C101	120.00'	21.99'	21.96'	N32°22'10"E	10°29'57"
C102	120.00'	122.13'	116.92'	S08°27'48"W	58°18'42"
C103	80.00'	72.32'	69.88'	N37°01'30"W	51°47'48"
C104	120.00'	34.15'	34.03'	S54°46'18"E	16°18'13"
C105	80.00'	74.18'	71.55'	N73°11'06"W	53°07'48"
C137	455.00'	11.91'	11.91'	S10°45'00"E	1°30'00"
C138	455.00'	99.27'	99.07'	S17°45'00"E	12°30'00"
C139	455.00'	99.27'	99.07'	S30°15'00"E	12°30'00"
C144	515.00'	71.91'	71.85'	S15°00'00"E	8°00'00"
C145	515.00'	8.99'	8.99'	S10°30'00"E	1°00'00"
C159	340.00'	206.94'	203.76'	S28°33'48"E	34°52'24"
C160	280.00'	114.84'	113.91'	S33°20'47"E	25°18'27"
C161	540.00'	311.02'	306.74'	N29°30'00"W	33°00'00"
C303	50.00'	82.03'	73.14'	S37°00'00"W	94°00'00"
C304	100.00'	26.18'	26.11'	N88°30'00"W	15°00'00"
C305	75.00'	123.15'	109.77'	N83°23'25"E	94°04'42"
C306	145.00'	94.72'	93.05'	N68°17'07"W	37°25'48"
C307	120.00'	33.51'	33.40'	S85°00'00"W	16°00'00"
C308	145.00'	103.42'	101.24'	S56°34'04"W	40°51'53"
C309	50.00'	38.50'	37.55'	N58°11'34"E	44°06'53"
C310	50.00'	78.32'	70.56'	S54°52'30"E	89°45'00"
C311	50.00'	41.15'	40.00'	N62°00'00"E	47°08'23"
C312	50.00'	91.12'	78.02'	S89°22'21"E	104°24'42"
C314	115.00'	151.03'	140.41'	N53°37'36"W	75°14'55"
C315	390.00'	133.04'	132.40'	S25°46'31"E	19°32'44"
C316	340.00'	31.68'	31.66'	S43°19'52"E	5°20'16"
C402	80.00'	18.50'	18.46'	N56°17'52"W	13°15'08"
C403	120.00'	23.87'	23.83'	S31°55'11"W	11°23'56"

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

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

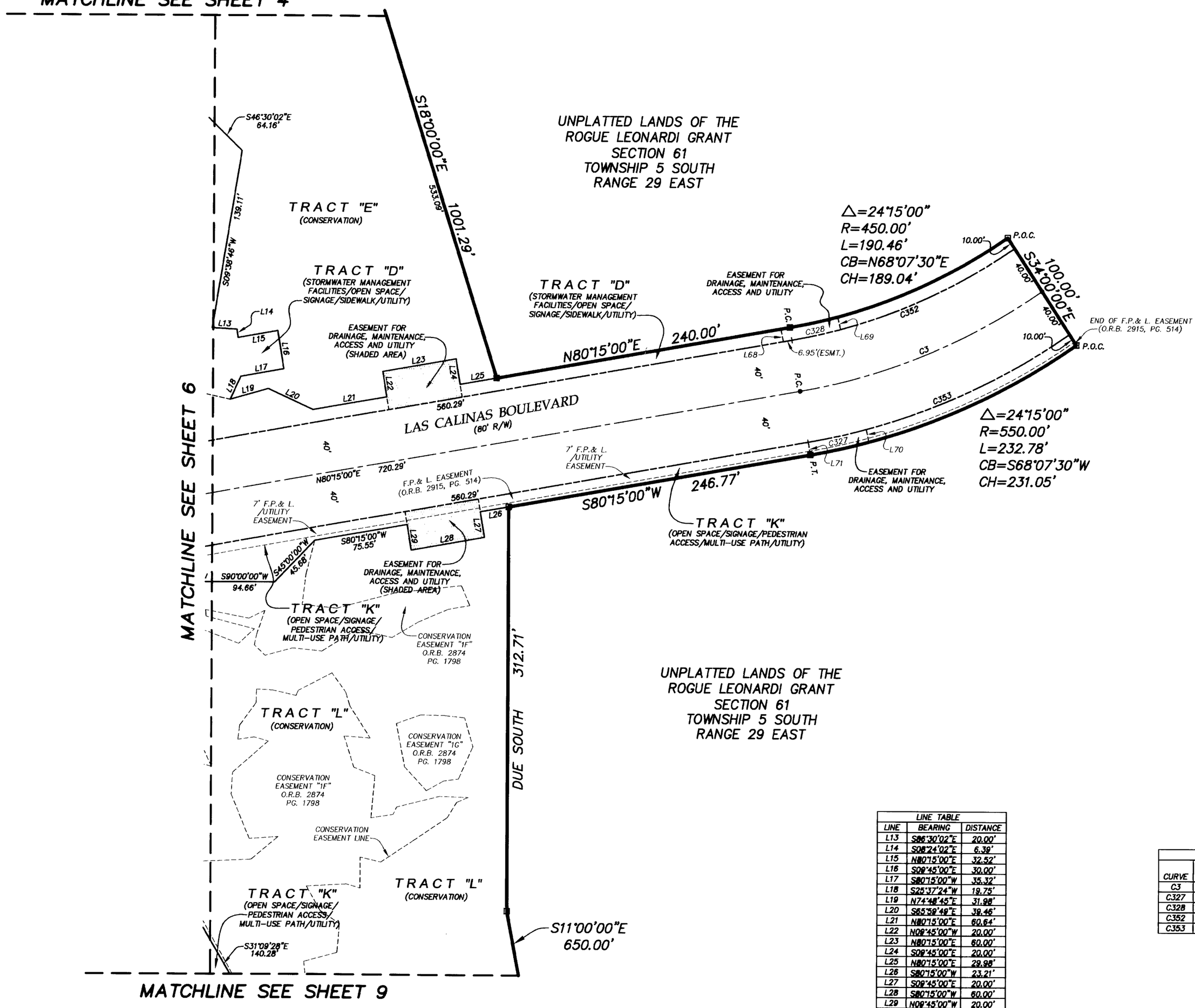
PALENCIA NORTH PHASE I

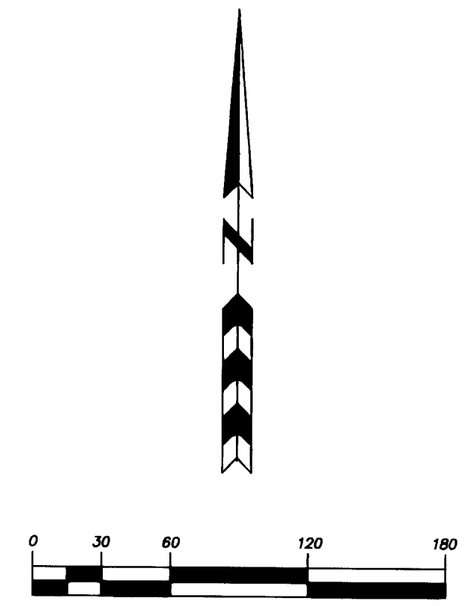
BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 83

SHEET 7 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.





LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S86°30'02"E	20.00'
L14	S08°24'02"E	6.39'
L15	N80°15'00"E	32.52'
L16	S09°45'00"E	30.00'
L17	S80°15'00"W	35.32'
L18	S25°37'24"W	19.75'
L19	N74°48'45"E	31.98'
L20	S65°39'48"E	39.46'
L21	N80°15'00"E	60.64'
L22	N09°45'00"W	20.00'
L23	N80°15'00"E	60.00'
L24	S09°45'00"E	20.00'
L25	N80°15'00"E	29.98'
L26	S80°15'00"W	23.21'
L27	S09°45'00"E	20.00'
L28	S80°15'00"W	60.00'
L29	N09°45'00"W	20.00'
L68	N12°00'00"W	10.01'
L69	S14°45'28"E	10.00'
L70	S12°00'00"E	10.01'
L71	N09°45'00"W	10.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C3	500.00'	176.71'	175.80'	N70°07'30"E	20°15'00"
C327	540.00'	47.88'	47.96'	N77°42'17"E	5°05'26"
C328	480.00'	40.20'	40.19'	N77°44'47"E	5°00'26"
C352	460.00'	194.69'	193.24'	N68°07'30"E	24°15'00"
C353	540.00'	228.55'	226.85'	N68°07'30"E	24°15'00"

PREPARED BY:

ROBERT M. ANGAS ASSOCIATES, INC.

14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FL 32258 (904) 642-8550

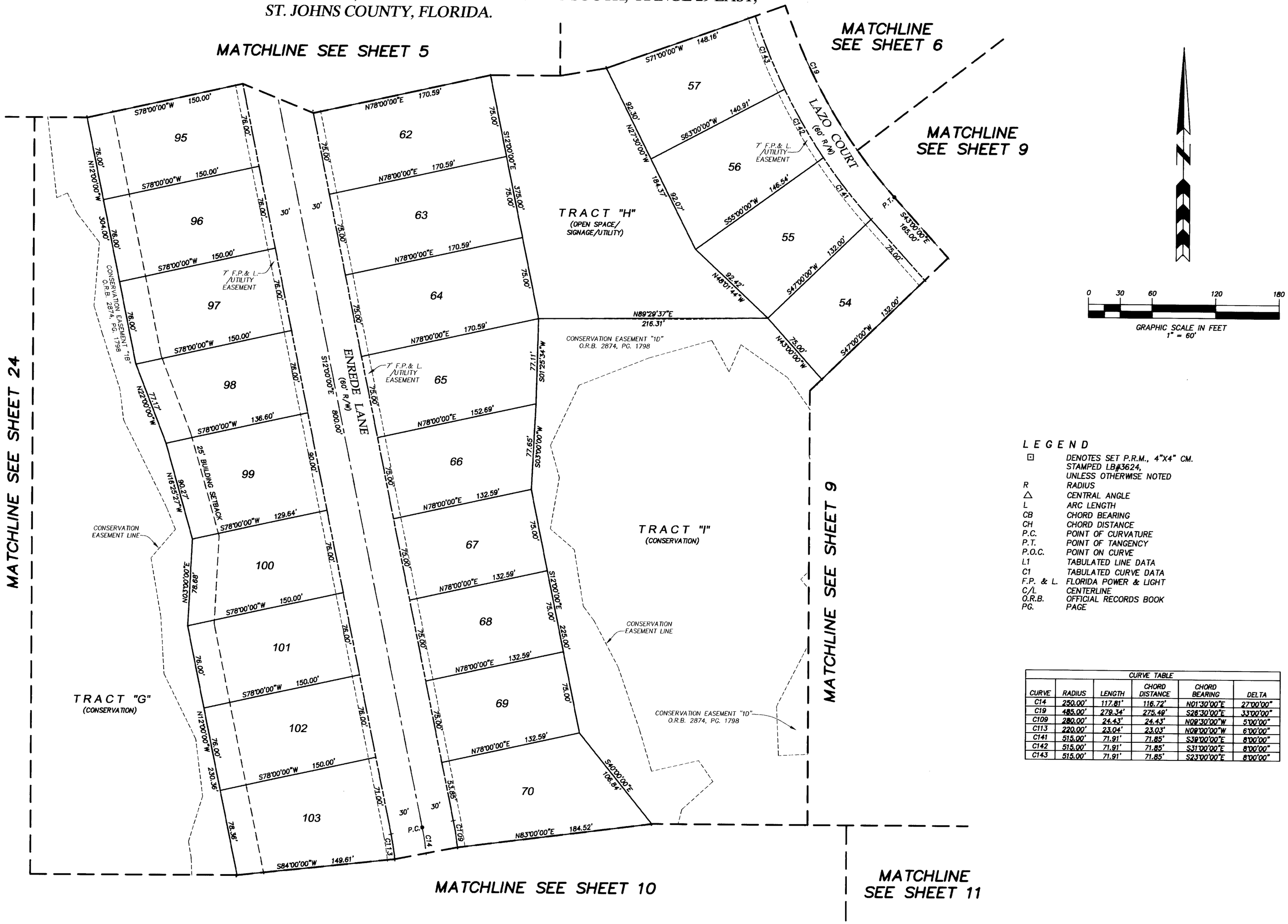
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 84

SHEET 8 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C14	250.00'	117.81'	116.72'	N01°30'00"E	27°00'00"
C19	485.00'	279.34'	275.49'	S26°30'00"E	33°00'00"
C109	280.00'	24.43'	24.43'	N09°30'00"W	5°00'00"
C113	220.00'	23.04'	23.03'	N09°00'00"W	6°00'00"
C141	515.00'	71.91'	71.85'	S39°00'00"E	8°00'00"
C142	515.00'	71.91'	71.85'	S31°00'00"E	8°00'00"
C143	515.00'	71.91'	71.85'	S23°00'00"E	8°00'00"

PREPARED BY:

ROBERT M. ANGAS ASSOCIATES, INC.

14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FL 32258 (904) 642-8550

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

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

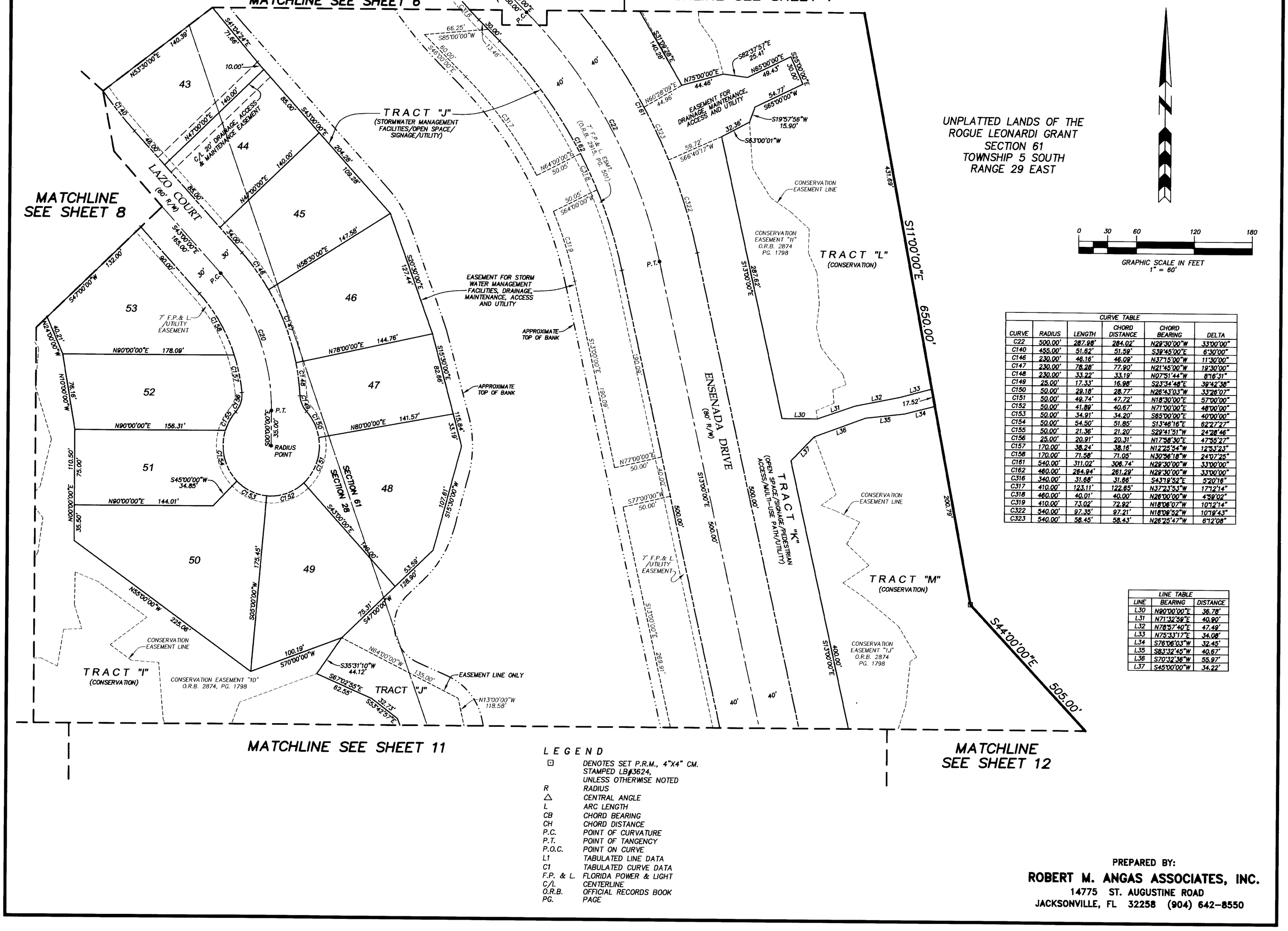
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 85

SHEET 9 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C22	500.00'	287.98'	284.02'	N29°30'00"W	33°00'00"
C140	455.00'	51.62'	51.59'	S39°45'00"E	6°30'00"
C146	230.00'	46.16'	46.09'	N37°15'00"W	11°30'00"
C147	230.00'	78.28'	77.90'	N21°45'00"W	19°30'00"
C148	230.00'	33.22'	33.19'	N07°51'44"W	8°16'31"
C149	25.00'	17.33'	16.98'	S23°34'48"E	39°42'38"
C150	50.00'	29.18'	28.77'	N26°43'03"W	33°26'07"
C151	50.00'	49.74'	47.72'	N18°30'00"E	57°00'00"
C152	50.00'	41.89'	40.67'	N71°00'00"E	48°00'00"
C153	50.00'	34.91'	34.20'	S85°00'00"E	40°00'00"
C154	50.00'	54.50'	51.85'	S13°46'16"E	62°27'27"
C155	50.00'	21.36'	21.20'	S29°41'51"W	24°28'46"
C156	25.00'	20.91'	20.31'	N17°58'30"E	47°55'27"
C157	170.00'	38.24'	38.16'	N12°25'54"W	12°53'23"
C158	170.00'	71.58'	71.05'	N30°56'18"W	24°07'25"
C161	540.00'	311.02'	306.74'	N29°30'00"W	33°00'00"
C162	460.00'	264.94'	261.29'	N29°30'00"W	33°00'00"
C316	340.00'	31.68'	31.66'	S43°19'52"E	5°20'16"
C317	410.00'	123.11'	122.65'	N37°23'53"W	17°12'14"
C318	460.00'	40.01'	40.00'	N26°00'00"W	4°39'02"
C319	410.00'	73.02'	72.92'	N18°06'07"W	10°12'14"
C322	540.00'	97.35'	97.21'	N18°08'52"W	10°19'43"
C323	540.00'	58.45'	58.43'	N26°25'47"W	6°12'08"

LINE TABLE		
LINE	BEARING	DISTANCE
L30	N90°00'00"E	36.78'
L31	N71°32'59"E	40.90'
L32	N78°57'40"E	47.49'
L33	N75°33'17"E	34.08'
L34	S76°06'03"W	32.45'
L35	S83°32'45"W	40.67'
L36	S70°32'36"W	55.97'
L37	S45°00'00"W	34.22'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

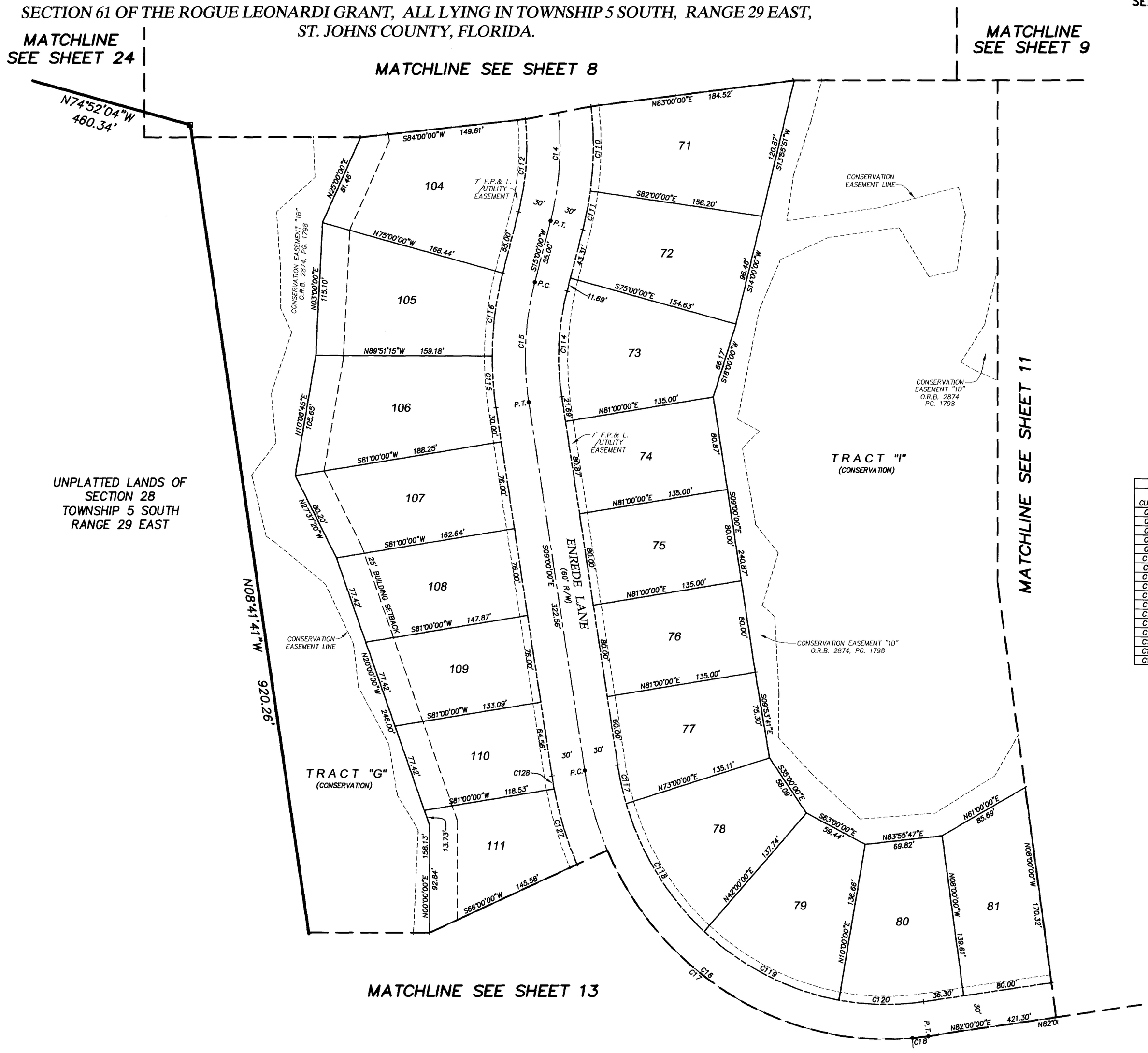
PALENCIA NORTH PHASE I

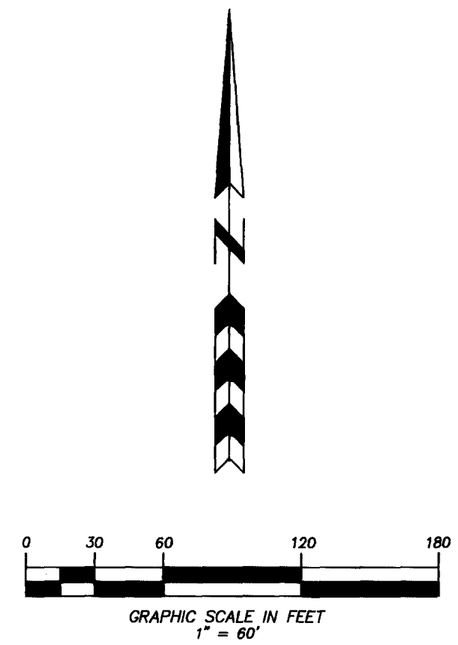
BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 86

SHEET 10 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.





CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C14	250.00'	117.81'	116.72'	N01°30'00"E	27°00'00"
C15	250.00'	104.72'	103.96'	S03°00'00"W	24°00'00"
C16	275.00'	427.17'	385.50'	S53°30'00"E	89°00'00"
C17	275.00'	412.77'	375.10'	S52°00'00"E	86°00'00"
C18	275.00'	14.40'	14.40'	N83°30'00"E	3°00'00"
C110	280.00'	73.30'	73.09'	N00°30'00"E	15°00'00"
C111	280.00'	34.21'	34.19'	N11°30'00"E	7°00'00"
C112	220.00'	80.63'	80.18'	N04°30'00"E	21°00'00"
C114	220.00'	92.15'	91.48'	S03°00'00"W	24°00'00"
C115	280.00'	44.69'	44.65'	S04°25'38"E	9°08'45"
C116	280.00'	72.59'	72.39'	S07°34'22"W	14°51'15"
C117	245.00'	34.21'	34.18'	S1°30'00"E	8°00'00"
C118	245.00'	132.56'	130.95'	S32°30'00"E	31°00'00"
C119	245.00'	136.83'	135.06'	S64°00'00"E	32°00'00"
C120	245.00'	76.97'	76.65'	S89°00'00"E	18°00'00"
C127	305.00'	68.41'	68.26'	S17°34'30"E	12°51'01"
C128	305.00'	11.44'	11.44'	S10°04'30"E	2°08'59"

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

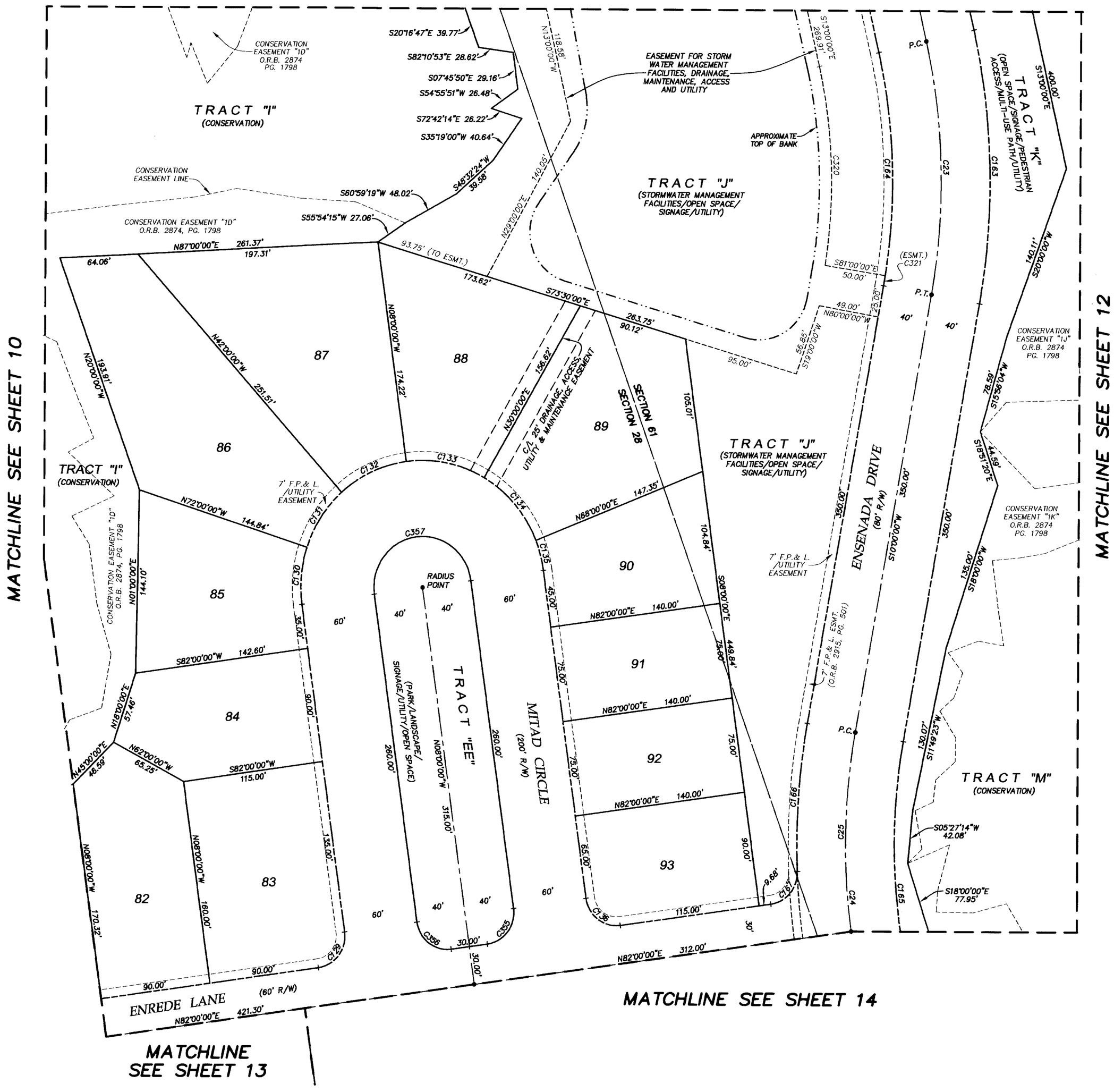
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

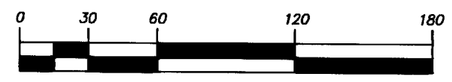
MAP BOOK 62 PAGE 87

SHEET 11 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.







GRAPHIC SCALE IN FEET
1" = 60'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C23	500.00'	200.71'	199.37'	N01°30'00"W	23°00'00"
C24	500.00'	261.80'	258.82'	S05°00'00"E	30°00'00"
C25	500.00'	157.08'	156.43'	S01°00'00"W	18°00'00"
C129	25.00'	39.27'	35.36'	N37°00'00"E	90°00'00"
C130	100.00'	45.38'	44.99'	S05°00'00"W	26°00'00"
C131	100.00'	52.36'	51.76'	S33°00'00"W	30°00'00"
C132	100.00'	59.34'	58.47'	S65°00'00"W	34°00'00"
C133	100.00'	66.32'	65.11'	N78°00'00"W	38°00'00"
C134	100.00'	66.32'	65.11'	N41°00'00"W	38°00'00"
C135	100.00'	24.43'	24.37'	N15°00'00"W	14°00'00"
C136	25.00'	39.27'	35.36'	S53°00'00"E	90°00'00"
C163	540.00'	216.77'	215.32'	N01°30'00"W	23°00'00"
C164	460.00'	184.66'	183.42'	N01°30'00"W	23°00'00"
C165	460.00'	240.86'	238.11'	S05°00'00"E	30°00'00"
C166	540.00'	117.00'	116.77'	S03°47'35"W	12°24'49"
C167	25.00'	36.83'	33.59'	N38°47'35"E	84°24'49"
C320	410.00'	157.43'	156.46'	N02°00'00"W	22°00'00"
C321	460.00'	8.03'	8.03'	N08°30'00"E	1°00'00"
C355	25.00'	39.27'	35.36'	N37°00'00"E	90°00'00"
C356	25.00'	39.27'	35.36'	S53°00'00"E	90°00'00"
C357	40.00'	125.66'	80.00'	S82°00'00"W	180°00'00"

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

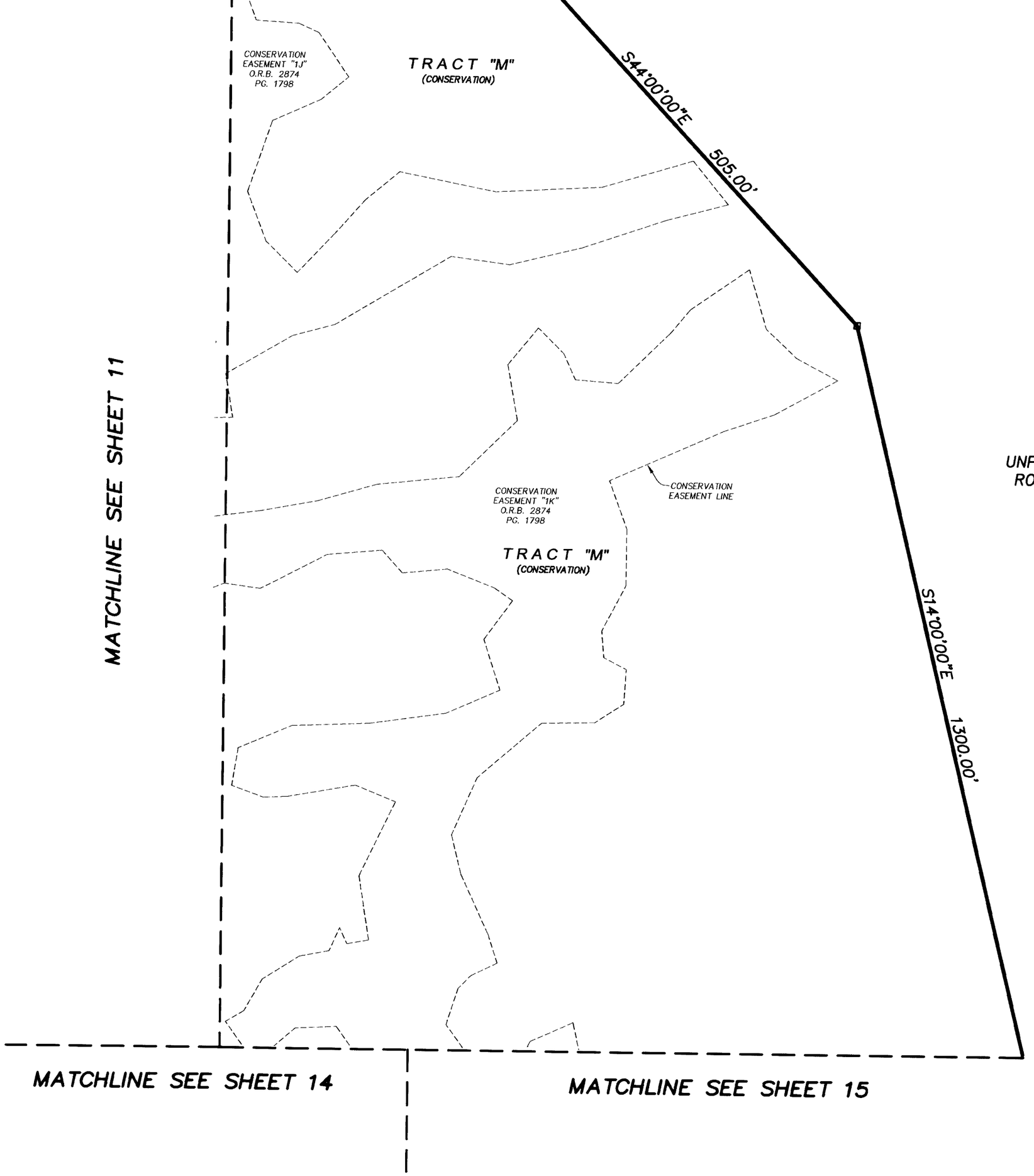
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

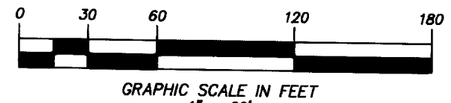
MAP BOOK 62 PAGE 88

SHEET 12 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.







UNPLATTED LANDS OF THE
ROGUE LEONARDI GRANT
SECTION 61
TOWNSHIP 5 SOUTH
RANGE 29 EAST

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

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

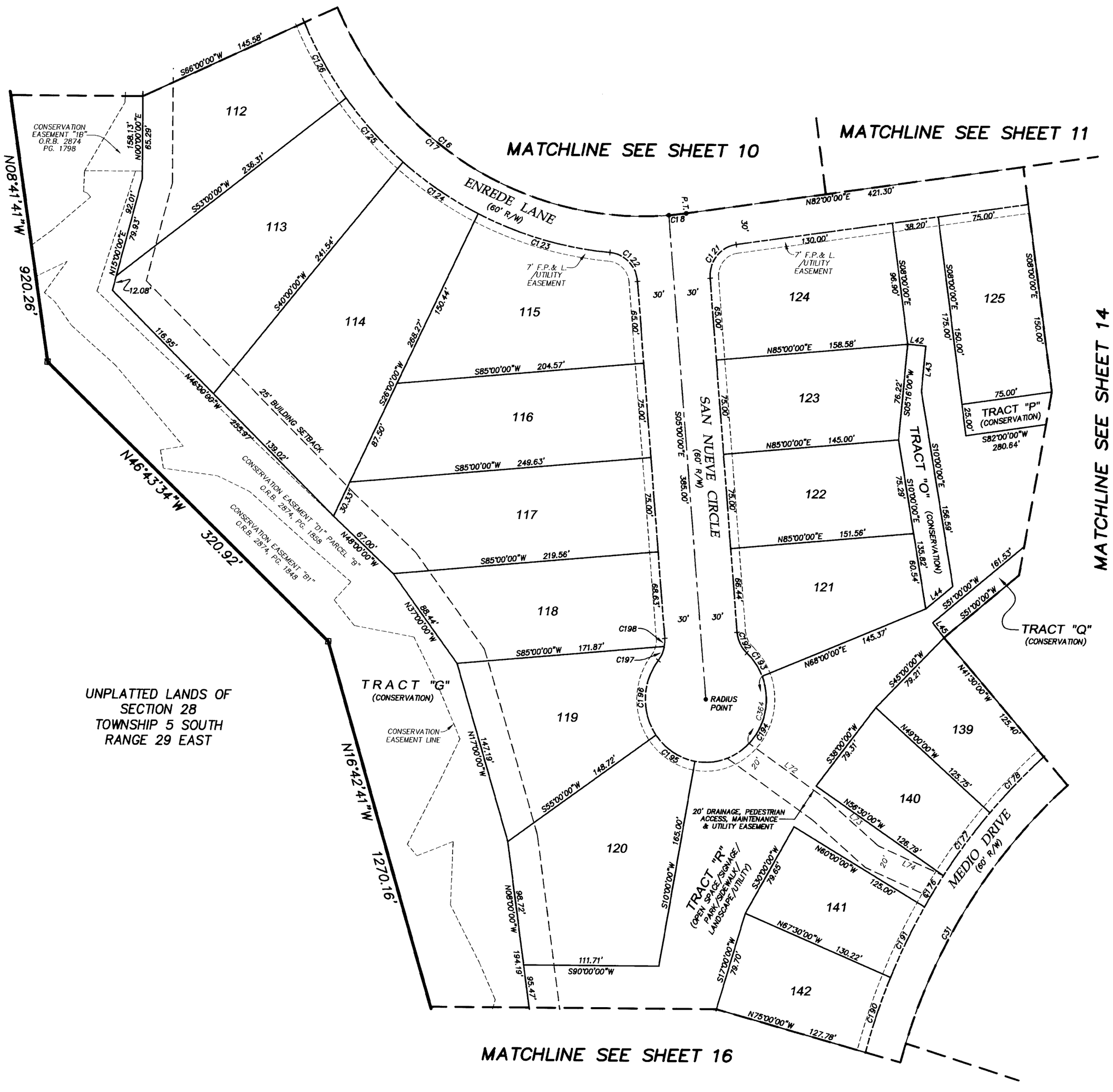
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 89

SHEET 13 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



0 30 60 120 180

GRAPHIC SCALE IN FEET
1" = 60'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

LINE TABLE

LINE	BEARING	DISTANCE
L42	S84°44'00"E	15.00'
L43	S05°16'00"W	36.23'
L44	S51°00'00"W	28.58'
L45	N39°00'00"W	15.00'
L72	S55°41'43"E	78.76'
L73	S49°48'12"E	55.53'
L74	S66°53'13"E	58.49'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C16	275.00'	427.17'	385.50'	S53°30'00"E	89°00'00"
C17	275.00'	412.77'	375.10'	S52°00'00"E	86°00'00"
C18	275.00'	14.40'	14.40'	N83°30'00"E	3°00'00"
C31	450.00'	644.03'	590.45'	S29°00'00"W	82°00'00"
C121	25.00'	37.96'	34.42'	S38°30'00"W	87°00'00"
C122	25.00'	35.08'	32.27'	N45°12'11"W	80°24'21"
C123	305.00'	113.95'	113.29'	S74°42'11"E	21°24'21"
C124	305.00'	74.53'	74.34'	S57°00'00"E	14°00'00"
C125	305.00'	69.20'	69.05'	S43°30'00"E	13°00'00"
C126	305.00'	69.20'	69.05'	S30°30'00"E	13°00'00"
C176	480.00'	29.32'	29.32'	S31°45'00"W	3°30'00"
C177	480.00'	62.83'	62.79'	S37°15'00"W	7°30'00"
C178	480.00'	62.83'	62.79'	S44°45'00"W	7°30'00"
C190	480.00'	62.83'	62.79'	S18°45'00"W	7°30'00"
C191	480.00'	62.83'	62.79'	S26°15'00"W	7°30'00"
C192	25.00'	18.69'	18.26'	S26°25'00"E	42°50'00"
C193	50.00'	22.54'	22.35'	N34°35'00"W	25°50'00"
C194	50.00'	106.47'	87.46'	N39°00'00"E	122°00'00"
C195	50.00'	39.27'	38.27'	S57°30'00"E	45°00'00"
C196	50.00'	63.56'	59.37'	S01°25'00"W	72°50'00"
C197	25.00'	12.24'	12.12'	N23°48'11"E	28°03'39"
C198	25.00'	6.45'	6.43'	N02°23'11"E	14°46'21"
C364	50.00'	57.51'	54.40'	S10°57'11"W	65°54'23"

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

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

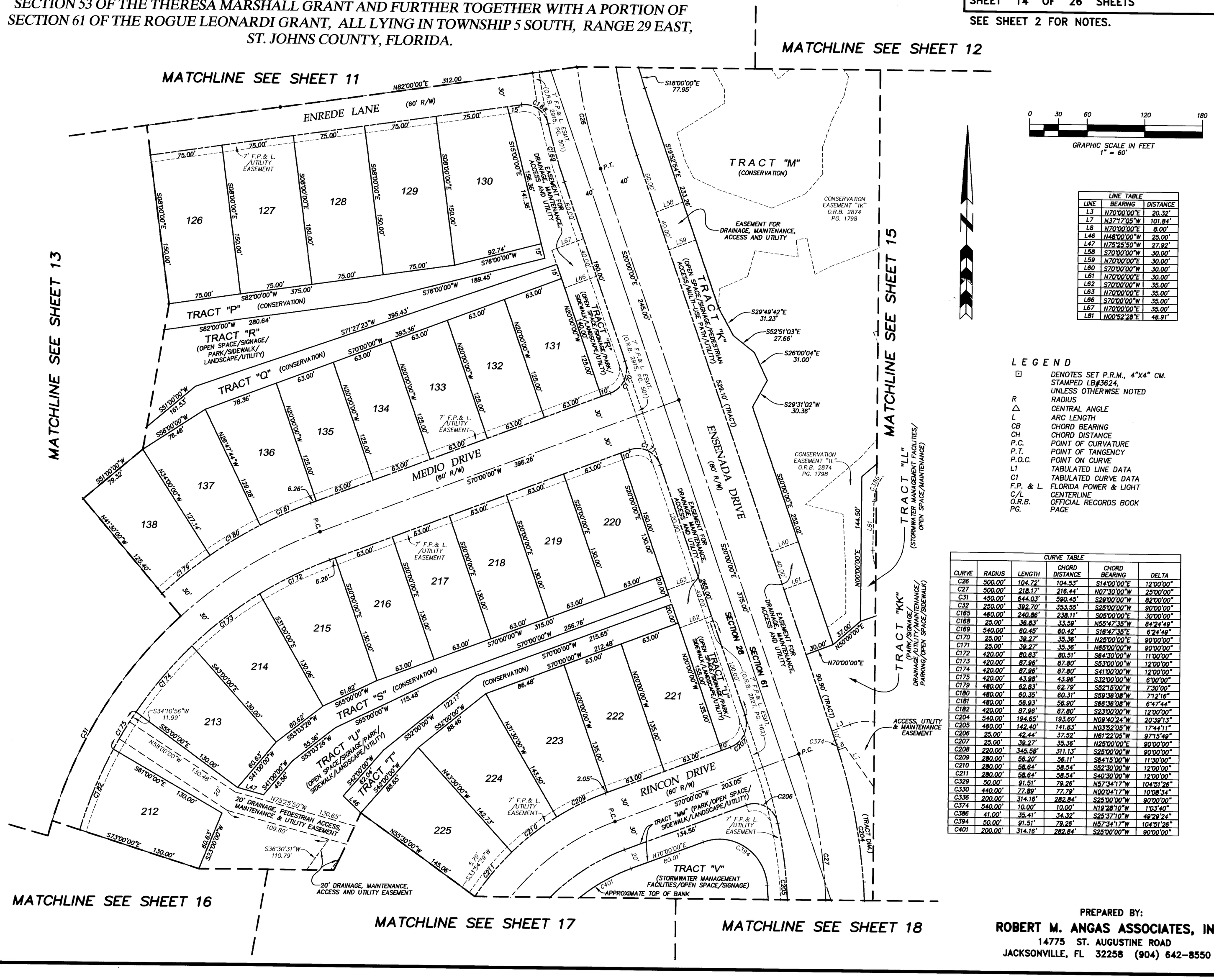
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 90

SHEET 14 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LINE TABLE		
LINE	BEARING	DISTANCE
L3	N70°00'00"E	20.32'
L7	N37°17'05"W	101.84'
L8	N70°00'00"E	8.00'
L46	N48°00'00"W	25.00'
L47	N75°25'50"W	27.92'
L58	S70°00'00"W	30.00'
L59	N70°00'00"E	30.00'
L60	S70°00'00"W	30.00'
L61	N70°00'00"E	30.00'
L62	S70°00'00"W	35.00'
L63	N70°00'00"E	35.00'
L66	S70°00'00"W	35.00'
L67	N70°00'00"E	35.00'
L81	N00°52'28"E	48.91'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C26	500.00'	104.72'	104.53'	S14°00'00"E	12°00'00"
C27	500.00'	218.17'	216.44'	N07°30'00"W	25°00'00"
C31	450.00'	644.03'	590.45'	S28°00'00"W	82°00'00"
C32	250.00'	392.70'	353.55'	S25°00'00"W	90°00'00"
C165	460.00'	240.86'	238.11'	S05°00'00"E	30°00'00"
C168	25.00'	36.83'	33.59'	N55°47'35"W	84°24'49"
C169	540.00'	60.45'	60.42'	S16°47'35"E	6°24'49"
C170	25.00'	39.27'	35.36'	N25°00'00"E	90°00'00"
C171	25.00'	39.27'	35.36'	N65°00'00"W	90°00'00"
C172	420.00'	80.63'	80.51'	S84°30'00"W	11°00'00"
C173	420.00'	87.96'	87.80'	S53°00'00"W	12°00'00"
C174	420.00'	87.96'	87.80'	S41°00'00"W	12°00'00"
C175	420.00'	43.98'	43.96'	S32°00'00"W	6°00'00"
C179	480.00'	62.83'	62.79'	S52°15'00"W	7°30'00"
C180	480.00'	60.35'	60.31'	S59°38'08"W	7°12'16"
C181	480.00'	56.93'	56.90'	S66°38'08"W	6°47'44"
C182	420.00'	87.96'	87.80'	S23°00'00"W	12°00'00"
C204	540.00'	194.65'	193.60'	N09°40'24"W	20°39'13"
C205	460.00'	142.40'	141.83'	N03°52'05"W	17°44'11"
C206	25.00'	42.44'	37.52'	N61°22'05"W	97°15'49"
C207	25.00'	39.27'	35.36'	N25°00'00"E	90°00'00"
C208	220.00'	345.58'	311.13'	S25°00'00"W	90°00'00"
C209	280.00'	56.20'	56.11'	S84°15'00"W	11°30'00"
C210	280.00'	58.64'	58.54'	S52°30'00"W	12°00'00"
C211	280.00'	58.64'	58.54'	S40°30'00"W	12°00'00"
C329	50.00'	91.51'	79.26'	N57°34'17"W	104°51'26"
C330	440.00'	77.89'	77.79'	N00°04'17"W	10°08'34"
C336	200.00'	314.16'	282.84'	S25°00'00"W	90°00'00"
C374	540.00'	10.00'	10.00'	N19°28'10"W	1°03'40"
C386	41.00'	35.41'	34.32'	S25°37'10"W	49°28'24"
C394	50.00'	91.51'	79.26'	N57°34'17"W	104°51'26"
C401	200.00'	314.16'	282.84'	S25°00'00"W	90°00'00"

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

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

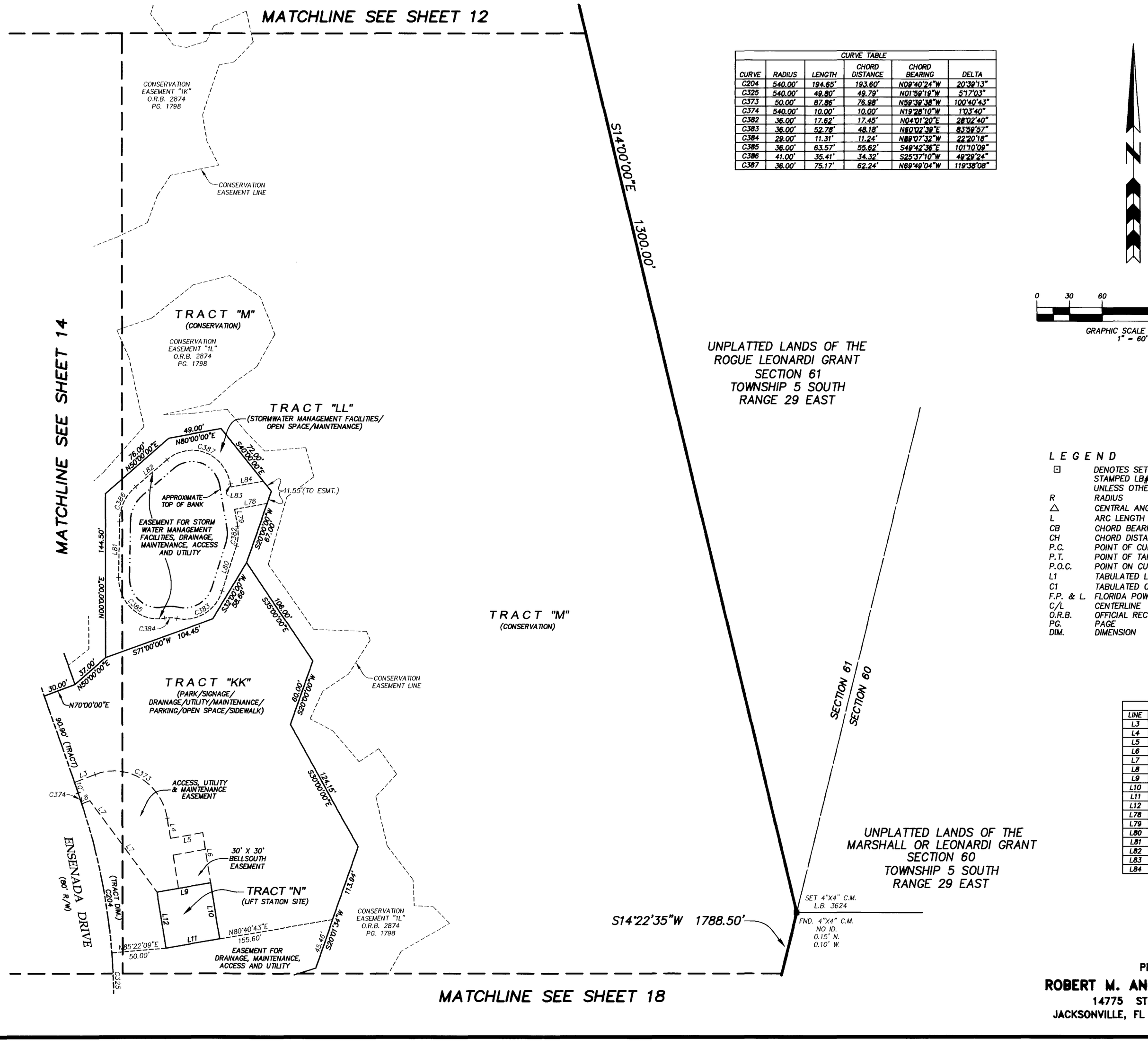
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 91

SHEET 15 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C204	540.00'	194.65'	193.60'	N09°40'24"W	20°39'13"
C325	540.00'	49.80'	49.79'	N01°59'19"W	5°17'03"
C373	50.00'	87.86'	76.98'	N59°39'38"W	100°40'43"
C374	540.00'	10.00'	10.00'	N19°28'10"W	1°03'40"
C382	36.00'	17.62'	17.45'	N04°01'20"E	28°02'40"
C383	36.00'	52.78'	48.18'	N60°02'39"E	83°59'57"
C384	29.00'	11.31'	11.24'	N89°07'32"W	22°20'18"
C385	36.00'	63.57'	55.62'	S49°42'36"E	101°10'09"
C386	41.00'	35.41'	34.32'	S25°37'10"W	49°29'24"
C387	36.00'	75.17'	62.24'	N69°49'04"W	119°38'08"

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
DIM.	DIMENSION

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N70°00'00"E	20.32'
L4	N09°19'17"W	17.77'
L5	S80°40'43"W	30.00'
L6	N09°19'17"W	45.00'
L7	N37°17'05"W	101.84'
L8	N70°00'00"E	8.00'
L9	S80°40'43"W	50.00'
L10	N09°19'17"W	50.00'
L11	N80°40'43"E	50.00'
L12	N09°19'17"W	50.00'
L78	N80°00'00"E	30.24'
L79	S10°00'00"E	15.17'
L80	S18°02'40"W	41.83'
L81	N00°52'28"E	48.91'
L82	N50°21'52"E	37.66'
L83	S10°00'00"E	2.72'
L84	N80°00'00"E	30.24'

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

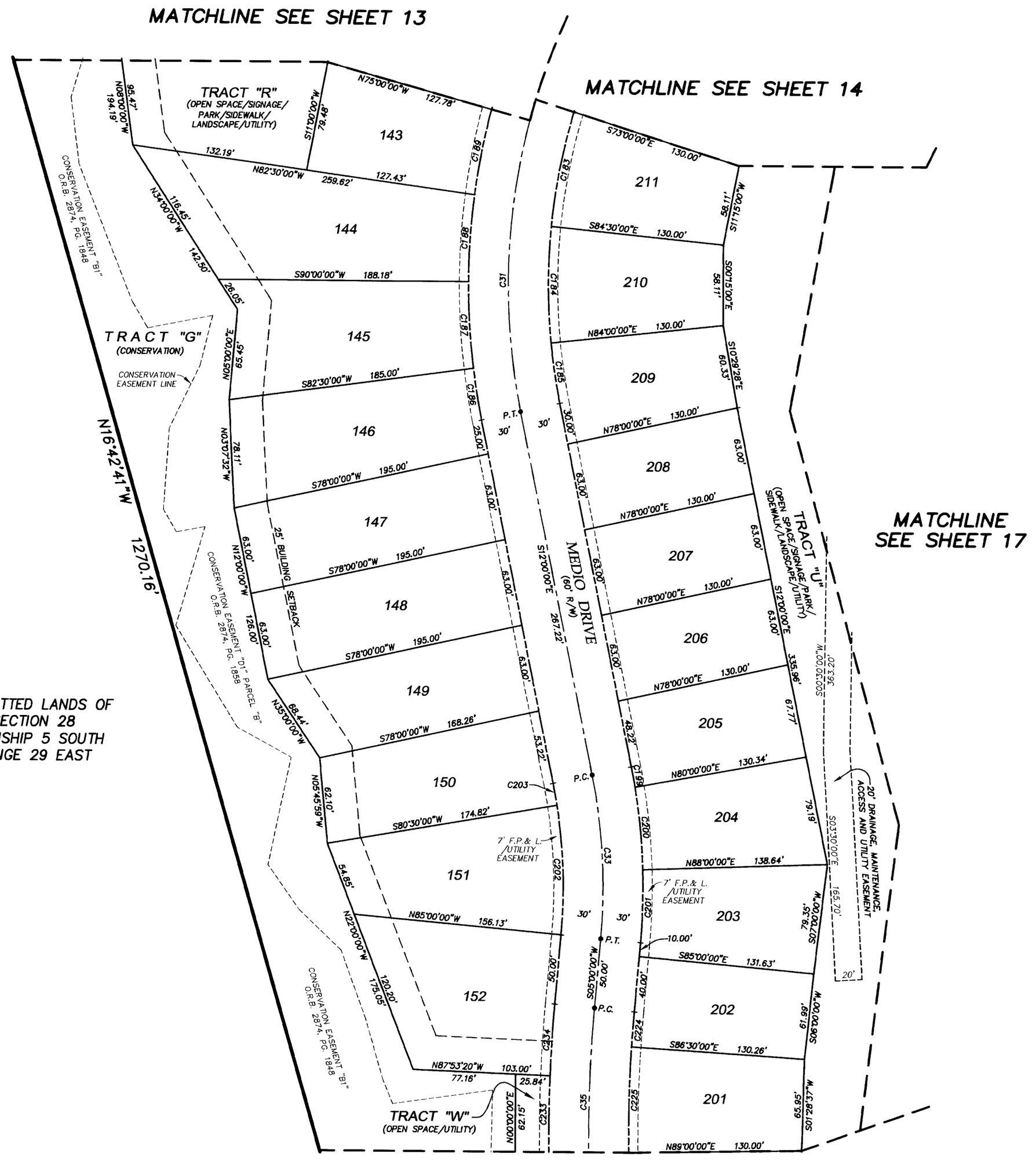
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

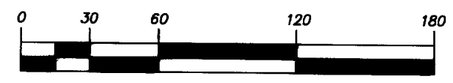
MAP BOOK 62 PAGE 92

SHEET 16 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.







LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C31	450.00'	644.03'	590.45'	S28°00'00"W	82°00'00"
C33	400.00'	118.68'	118.25'	N03°30'00"W	17°00'00"
C35	1000.00'	401.43'	398.74'	S06°30'00"E	23°00'00"
C183	420.00'	84.30'	84.16'	S11°15'00"W	11°30'00"
C184	420.00'	84.30'	84.16'	S00°15'00"E	11°30'00"
C185	420.00'	43.98'	43.96'	S08°00'00"E	6°00'00"
C186	480.00'	37.70'	37.68'	S09°45'00"E	4°30'00"
C187	480.00'	62.83'	62.79'	S03°45'00"E	7°30'00"
C188	480.00'	62.83'	62.79'	S03°45'00"W	7°30'00"
C189	480.00'	62.83'	62.79'	S11°15'00"W	7°30'00"
C199	430.00'	15.01'	15.01'	N11°00'00"W	2°00'00"
C200	430.00'	60.04'	59.99'	N06°00'00"W	8°00'00"
C201	430.00'	52.53'	52.50'	N01°30'00"E	7°00'00"
C202	370.00'	93.64'	93.39'	N02°15'00"W	14°30'00"
C203	370.00'	16.14'	16.14'	N10°45'00"W	2°30'00"
C224	970.00'	25.39'	25.39'	S04°15'00"W	1°30'00"
C225	970.00'	76.18'	76.16'	S01°15'00"W	4°30'00"
C233	1030.00'	136.82'	136.72'	S01°41'40"E	7°36'40"
C234	1030.00'	51.93'	51.93'	S03°33'20"W	2°53'20"

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

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

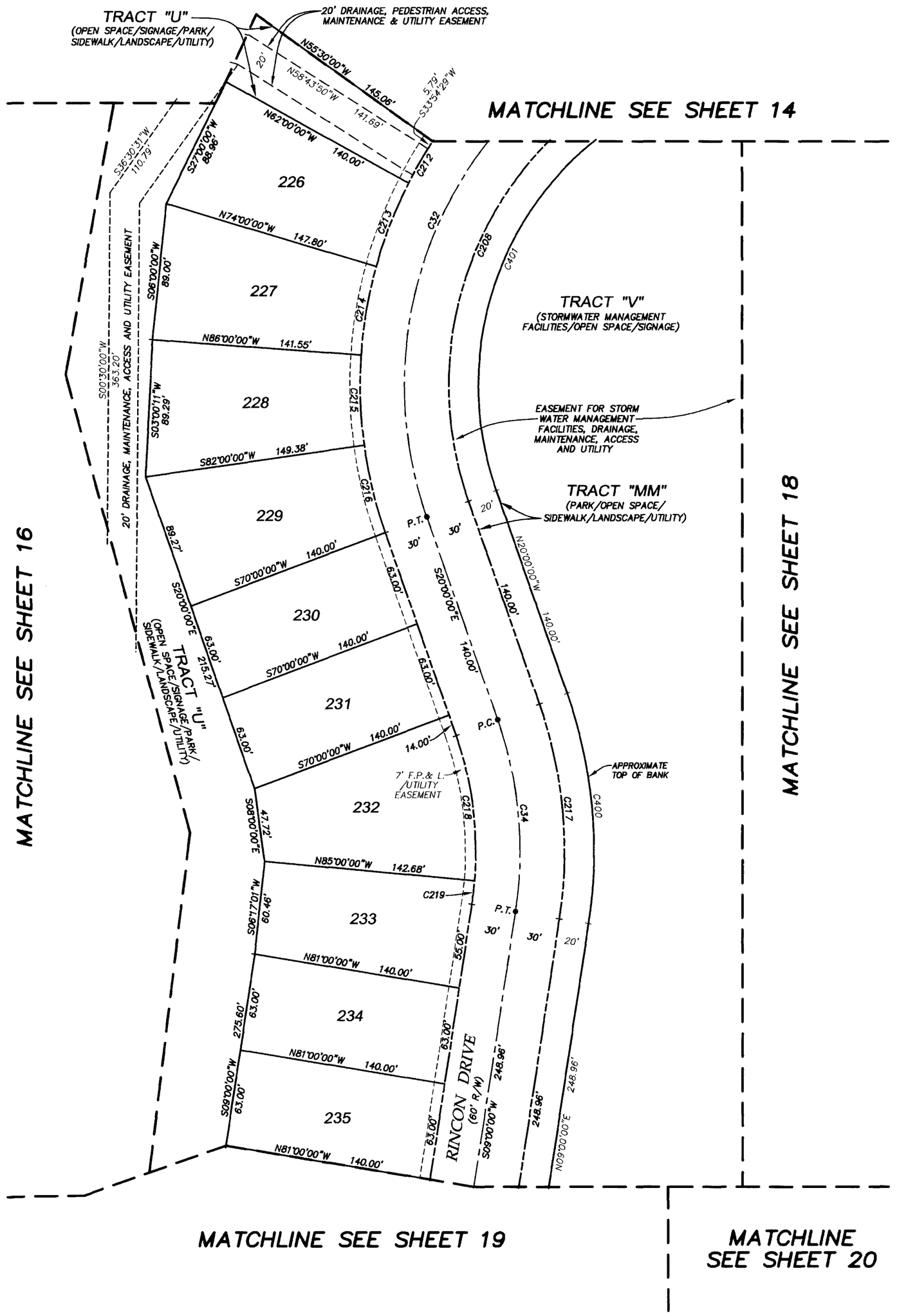
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

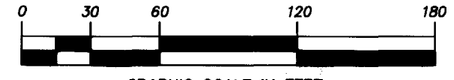
MAP BOOK 62 PAGE 93

SHEET 17 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.







LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C32	250.00'	392.70'	353.55'	S25°00'00"W	90°00'00"
C34	250.00'	126.54'	125.19'	N05°30'00"W	29°00'00"
C208	220.00'	345.58'	311.13'	S25°00'00"W	90°00'00"
C212	280.00'	31.76'	31.75'	S31°15'00"W	6°30'00"
C213	280.00'	58.64'	58.54'	S22°00'00"W	12°00'00"
C214	280.00'	58.64'	58.54'	S10°00'00"W	12°00'00"
C215	280.00'	58.64'	58.54'	S02°00'00"E	12°00'00"
C216	280.00'	58.64'	58.54'	S14°00'00"E	12°00'00"
C217	280.00'	141.72'	140.21'	N05°30'00"W	29°00'00"
C218	220.00'	95.99'	95.23'	N07°30'00"W	25°00'00"
C219	220.00'	15.36'	15.36'	N07°00'00"E	4°00'00"
C400	300.00'	151.84'	150.23'	N05°30'00"W	29°00'00"
C401	200.00'	314.16'	282.84'	S25°00'00"W	90°00'00"

PREPARED BY:

ROBERT M. ANGAS ASSOCIATES, INC.

14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FL 32258 (904) 642-8550

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

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

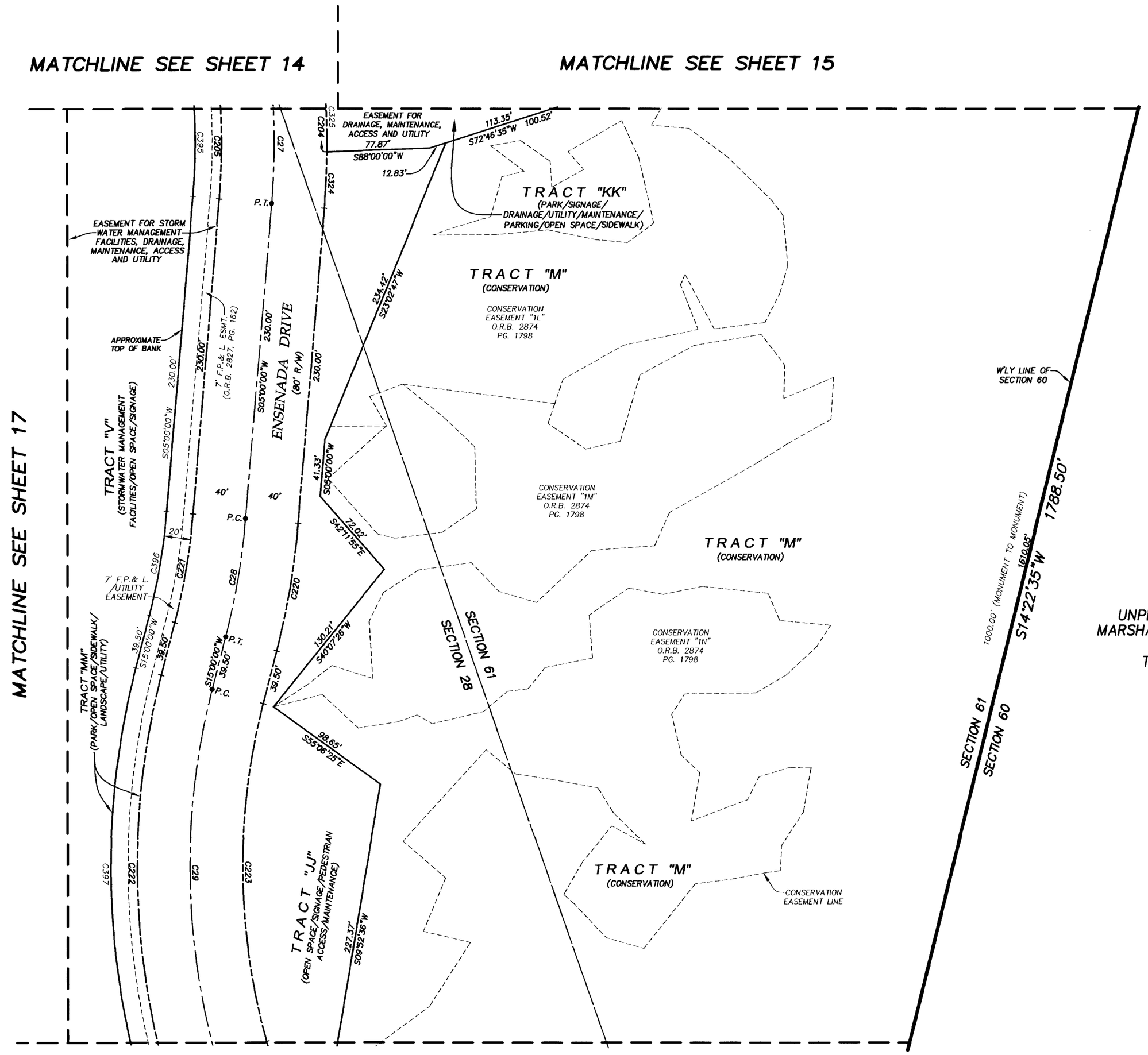
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 94

SHEET 18 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C27	500.00'	218.17'	216.44'	N07°30'00"W	25°00'00"
C29	500.00'	270.53'	267.24'	S00°30'00"E	31°00'00"
C204	540.00'	194.65'	193.60'	N09°40'24"W	20°39'13"
C205	460.00'	142.40'	141.83'	N03°52'05"W	17°44'11"
C220	540.00'	94.25'	94.13'	N10°00'00"E	10°00'00"
C221	460.00'	80.29'	80.18'	N10°00'00"E	10°00'00"
C222	540.00'	292.17'	288.62'	S00°30'00"E	31°00'00"
C223	460.00'	248.88'	245.86'	S00°30'00"E	31°00'00"
C324	540.00'	40.96'	40.95'	N02°49'36"E	4°20'47"
C325	540.00'	49.80'	49.79'	N01°58'19"W	5°17'03"
C395	440.00'	77.89'	77.79'	N00°04'17"W	10°08'34"
C396	440.00'	76.79'	76.70'	N10°00'00"E	10°00'00"
C397	560.00'	302.99'	299.31'	S00°30'00"E	31°00'00"

PREPARED BY:

ROBERT M. ANGAS ASSOCIATES, INC.

14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FL 32258 (904) 642-8550

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

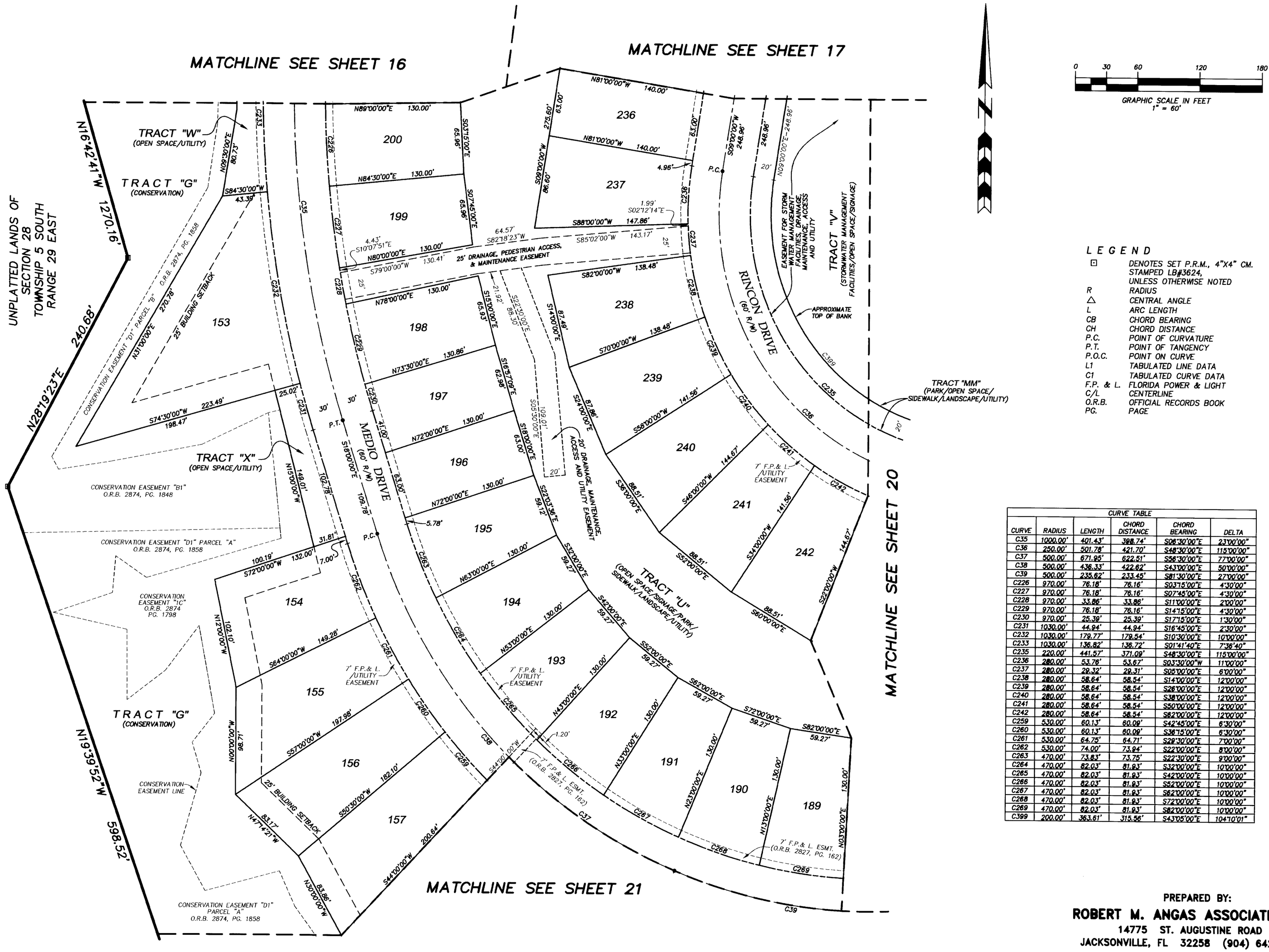
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 95

SHEET 19 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C35	1000.00'	401.43'	398.74'	S06°30'00"E	23°00'00"
C36	250.00'	501.78'	421.70'	S48°30'00"E	115°00'00"
C37	500.00'	671.95'	622.51'	S56°30'00"E	77°00'00"
C38	500.00'	436.33'	422.62'	S43°00'00"E	50°00'00"
C39	500.00'	235.62'	233.45'	S81°30'00"E	27°00'00"
C226	970.00'	76.18'	76.16'	S03°15'00"E	4°30'00"
C227	970.00'	76.18'	76.16'	S07°45'00"E	4°30'00"
C228	970.00'	33.86'	33.86'	S11°00'00"E	2°00'00"
C229	970.00'	76.18'	76.16'	S14°15'00"E	4°30'00"
C230	970.00'	25.39'	25.39'	S17°15'00"E	1°30'00"
C231	1030.00'	44.94'	44.94'	S16°45'00"E	2°30'00"
C232	1030.00'	179.77'	179.54'	S10°30'00"E	10°00'00"
C233	1030.00'	136.82'	136.72'	S01°41'40"E	7°36'40"
C235	220.00'	441.57'	371.09'	S48°30'00"E	115°00'00"
C236	280.00'	53.76'	53.67'	S03°30'00"W	11°00'00"
C237	280.00'	29.32'	29.31'	S05°00'00"E	6°00'00"
C238	280.00'	58.64'	58.54'	S14°00'00"E	12°00'00"
C239	280.00'	58.64'	58.54'	S26°00'00"E	12°00'00"
C240	280.00'	58.64'	58.54'	S38°00'00"E	12°00'00"
C241	280.00'	58.64'	58.54'	S50°00'00"E	12°00'00"
C242	280.00'	58.64'	58.54'	S62°00'00"E	12°00'00"
C259	530.00'	60.13'	60.09'	S42°45'00"E	6°30'00"
C260	530.00'	60.13'	60.09'	S36°15'00"E	6°30'00"
C261	530.00'	64.75'	64.71'	S29°30'00"E	7°00'00"
C262	530.00'	74.00'	73.94'	S22°00'00"E	8°00'00"
C263	470.00'	73.83'	73.75'	S22°30'00"E	9°00'00"
C264	470.00'	82.03'	81.93'	S32°00'00"E	10°00'00"
C265	470.00'	82.03'	81.93'	S42°00'00"E	10°00'00"
C266	470.00'	82.03'	81.93'	S52°00'00"E	10°00'00"
C267	470.00'	82.03'	81.93'	S62°00'00"E	10°00'00"
C268	470.00'	82.03'	81.93'	S72°00'00"E	10°00'00"
C269	470.00'	82.03'	81.93'	S82°00'00"E	10°00'00"
C399	200.00'	363.61'	315.56'	S43°05'00"E	104°10'01"

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

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

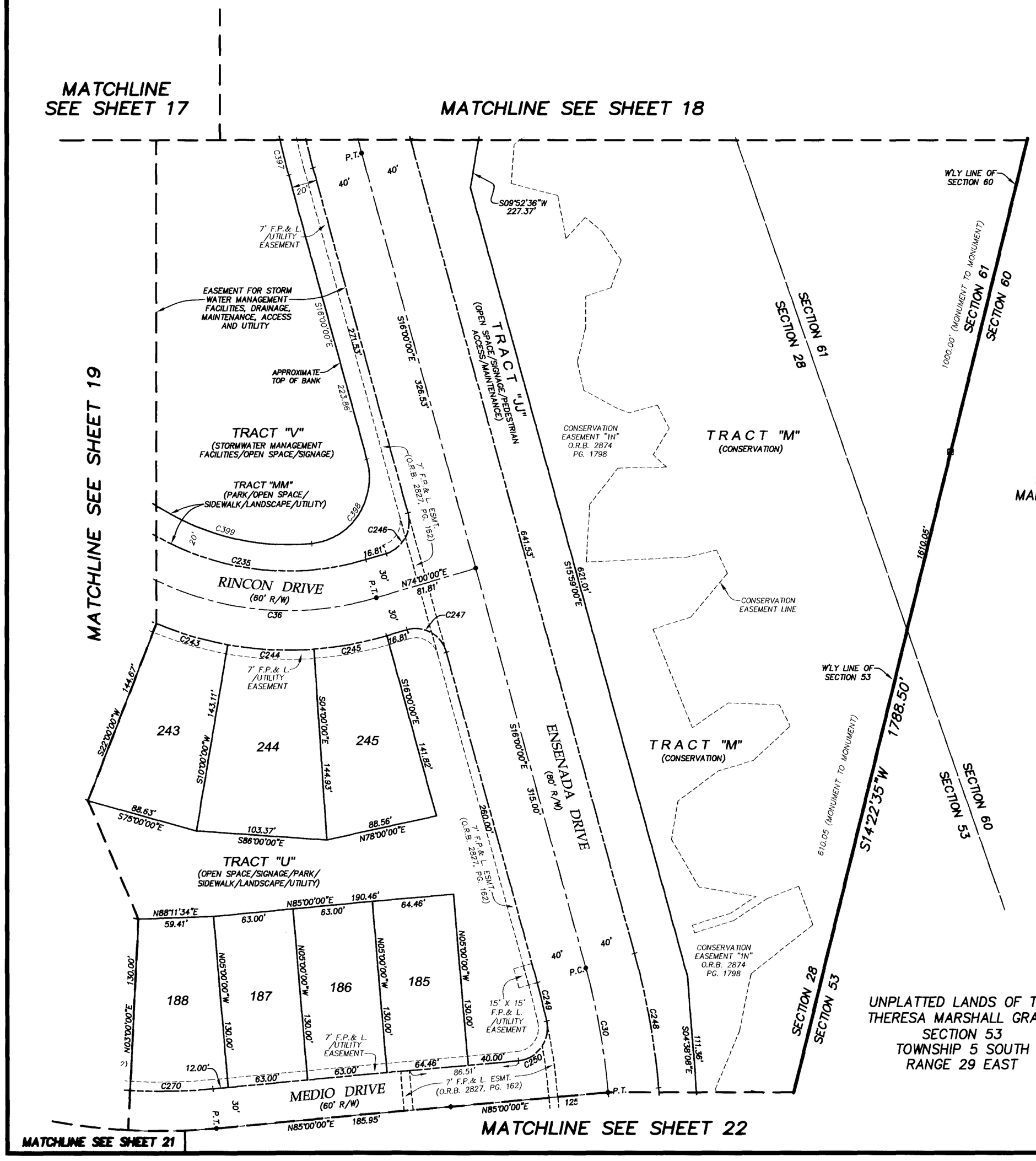
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 96

SHEET 20 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



0 30 60 120 180

GRAPHIC SCALE IN FEET
1" = 60'

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C30	500.00'	95.99'	95.85'	N10°30'00"W	11°00'00"
C36	250.00'	501.78'	421.70'	S48°30'00"E	115°00'00"
C235	220.00'	441.57'	371.09'	S48°30'00"E	115°00'00"
C243	280.00'	58.64'	58.54'	S74°00'00"E	12°00'00"
C244	280.00'	68.42'	68.25'	S87°00'00"E	14°00'00"
C245	280.00'	58.64'	58.54'	N80°00'00"E	12°00'00"
C246	25.00'	39.27'	35.36'	N29°00'00"E	90°00'00"
C247	25.00'	39.27'	35.36'	N61°00'00"W	90°00'00"
C248	540.00'	103.67'	103.51'	N10°30'00"W	11°00'00"
C249	460.00'	30.00'	29.99'	N14°07'55"W	3°44'11"
C250	25.00'	42.44'	37.52'	N36°22'05"E	97°15'49"
C270	470.00'	65.62'	65.57'	N89°00'00"E	8°00'00"
C397	560.00'	302.99'	299.31'	S00°30'00"E	31°00'00"
C398	50.00'	87.99'	77.07'	N34°25'00"E	100°49'39"
C399	200.00'	363.61'	315.56'	S43°05'00"E	104°10'01"

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

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

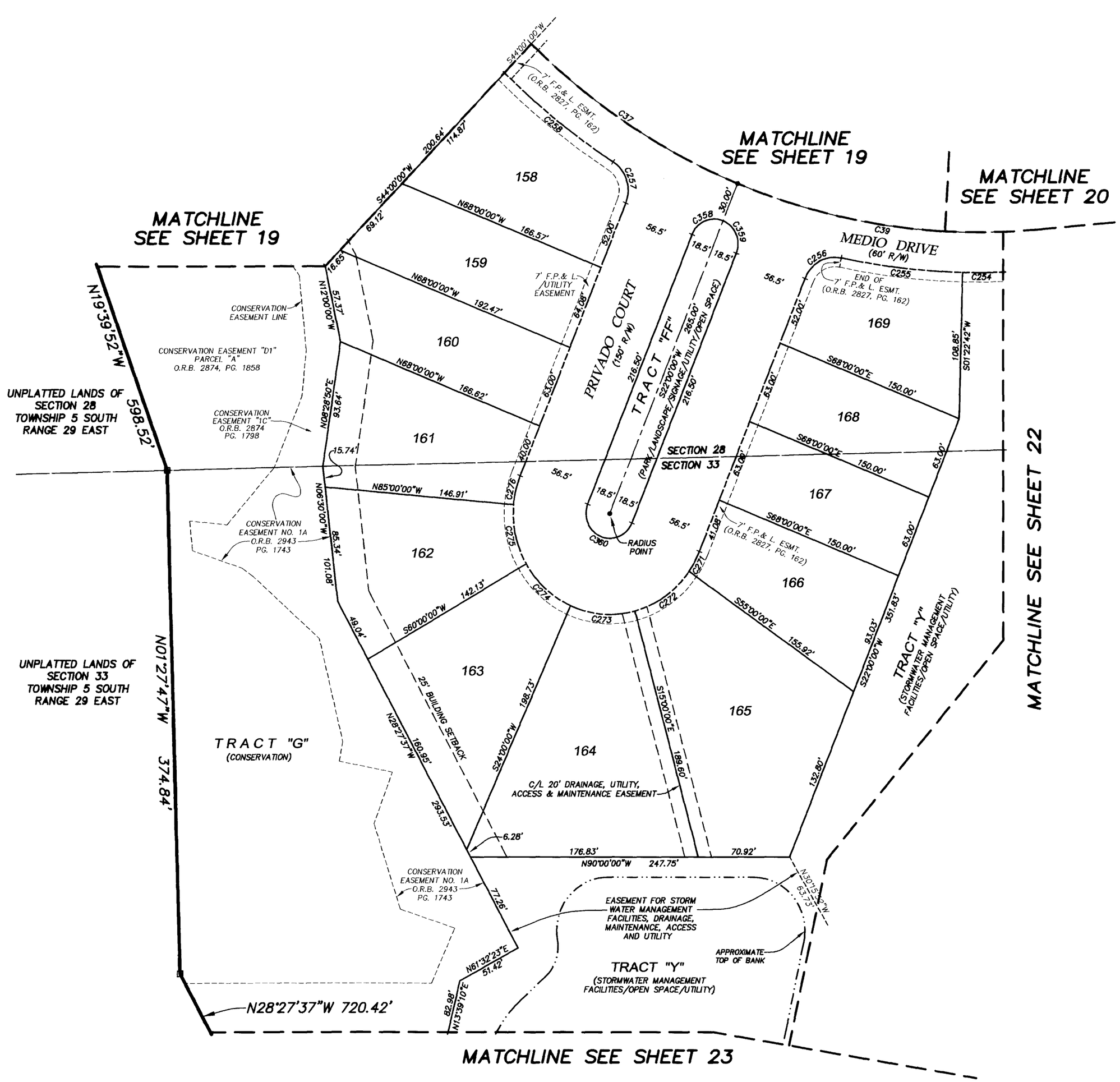
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 97

SHEET 21 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C37	500.00'	671.95'	622.51'	S56°30'00"E	77°00'00"
C39	500.00'	235.62'	233.45'	S81°30'00"E	27°00'00"
C254	530.00'	59.00'	58.97'	N88°11'21"E	6°22'42"
C255	530.00'	94.74'	94.61'	S83°30'03"E	10°14'29"
C256	25.00'	34.74'	32.01'	S61°48'38"W	79°37'11"
C257	25.00'	34.74'	32.01'	N17°48'38"W	79°37'11"
C258	530.00'	107.49'	107.30'	S51°48'38"E	11°37'11"
C271	75.00'	17.02'	16.98'	N28°30'00"E	13°00'00"
C272	75.00'	52.36'	51.30'	N55°00'00"E	40°00'00"
C273	75.00'	51.05'	50.07'	S85°30'00"E	39°00'00"
C274	75.00'	47.12'	46.35'	S48°00'00"E	36°00'00"
C275	75.00'	45.81'	45.11'	S12°30'00"E	35°00'00"
C276	75.00'	22.25'	22.17'	S13°30'00"W	17°00'00"
C358	18.50'	29.06'	26.16'	S67°00'00"W	90°00'00"
C359	18.50'	29.06'	26.16'	N23°00'00"W	90°00'00"
C360	18.50'	58.12'	37.00'	S68°00'00"E	180°00'00"

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

MAP BOOK 62 PAGE 98

SHEET 22 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.

GRAPHIC SCALE IN FEET
1" = 60'
0 30 60 120 180

LEGEND

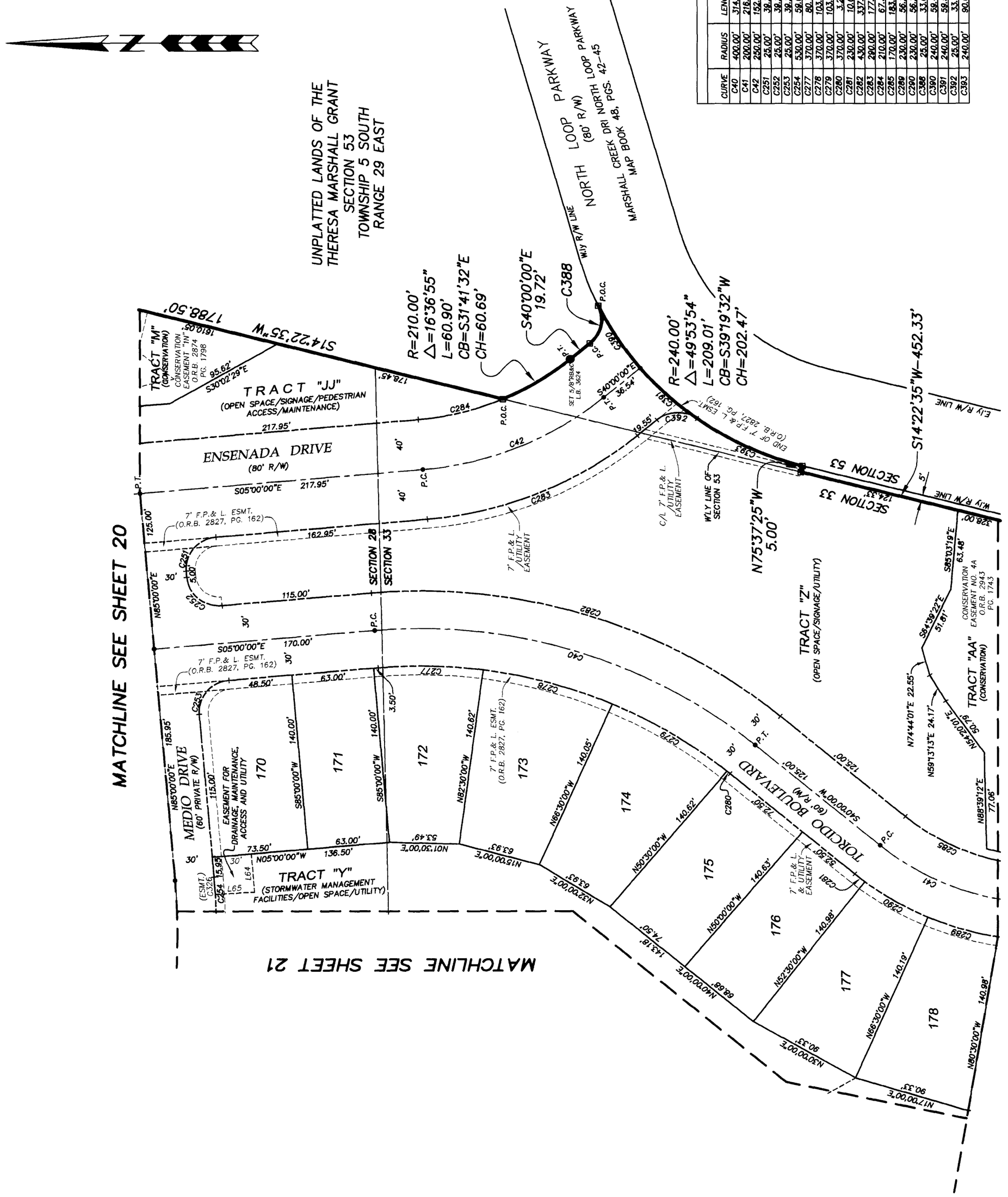
⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C40	400.00'	314.16'	308.15'	N17°30'00"E	45°00'00"
C41	200.00'	216.42'	206.02'	S09°00'00"W	62°00'00"
C42	250.00'	152.72'	150.35'	S22°30'00"E	35°00'00"
C251	25.00'	39.27'	35.36'	N50°00'00"W	90°00'00"
C252	25.00'	39.27'	35.36'	S40°00'00"W	90°00'00"
C253	25.00'	39.27'	35.36'	N50°00'00"W	90°00'00"
C254	530.00'	58.00'	58.97'	N88°11'21"E	6°22'42"
C277	370.00'	80.72'	80.56'	N01°15'00"E	12°30'00"
C278	370.00'	103.32'	102.99'	N15°30'00"E	16°00'00"
C279	370.00'	103.32'	102.99'	N31°30'00"E	16°00'00"
C280	370.00'	3.23'	3.23'	N39°45'00"E	0°30'00"
C281	230.00'	10.04'	10.03'	S38°45'00"W	2°30'00"
C282	430.00'	337.72'	328.11'	N17°30'00"E	45°00'00"
C283	280.00'	177.15'	174.41'	S22°30'00"E	35°00'00"
C284	210.00'	67.38'	67.09'	S14°11'32"E	18°23'05"
C285	170.00'	183.96'	175.11'	S08°00'00"W	62°00'00"
C289	230.00'	56.20'	56.06'	S16°30'00"W	14°00'00"
C290	230.00'	56.20'	56.06'	S30°30'00"W	14°00'00"
C388	25.00'	33.04'	30.69'	S77°51'46"E	75°43'31"
C390	240.00'	59.45'	59.30'	S87°10'41"W	14°11'36"
C391	240.00'	59.50'	59.35'	S42°58'46"W	14°12'14"
C392	25.00'	33.11'	30.74'	N02°03'40"W	75°52'39"
C393	240.00'	90.06'	89.54'	S25°07'37"W	21°30'04"

LINE TABLE

LINE	BEARING	DISTANCE
L64	N85°00'00"E	30.61'
L65	S03°30'00"E	30.19'



PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

PREPARED BY:

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

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

MAP BOOK 62 PAGE 99

SHEET 23 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.

GRAPHIC SCALE IN FEET
1" = 60'
0 30 60 120 180

PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

MATCHLINE SEE SHEET 22

MATCHLINE SEE SHEET 21

UNPLATTED LANDS OF THERESA MARSHALL GRANT SECTION 53 TOWNSHIP 5 SOUTH RANGE 29 EAST

UNPLATTED LANDS OF SECTION 33 TOWNSHIP 5 SOUTH RANGE 29 EAST

NORTH LOOP PARKWAY (80'R/W)
MARSHALL CREEK DRI NORTH LOOP PARKWAY MAP BOOK 48, PGS. 42-45

S14°22'35"W 452.33'
328.00'
5'
W'LY LINE OF SECTION 53
S33°37'12"W 80.35'
P.C.
R=180.00'
Δ=19°10'38"
L=60.25'
CB=S23°57'54"W
CH=59.97'
SECTION 53
SECTION 33
R=180.00'
Δ=20°18'42"
L=63.81'
CB=S04°13'14"W
CH=63.48'
S05°56'07"E 72.57'
E'LY R/W LINE
S14°22'35"W 55.44'
P.T.
P.C.
P.T.
S14°22'35"W 77.19'
W'LY R/W LINE
5'

TRACT "AA" (CONSERVATION)
CONSERVATION EASEMENT NO. 4A O.R.B. 2943 PG. 1743

TRACT "Z" (OPEN SPACE/SIGNAGE/UTILITY)

TORCIDO BOULEVARD
30' (60' R/W)
N22°00'00"W 144.01'
S22°00'00"E 195.00'
RADIUS POINT
C404 C292 C405 C291 C406 C285 C41 C286 C287 C288 C295 C294 C293 C296
7.16'
P.T.
68.00'
59.00'
17.01'

EASEMENT FOR DRAINAGE, ACCESS & MAINTENANCE
N05°48'38"E 304.44'
S05°48'38"W 311.60'
TRACT "NN" (LANDSCAPE/DRAINAGE/UTILITY/MAINTENANCE)
S05°48'38"W 309.05'
30'
74.55'
30.39'
38.39'
CONSERVATION EASEMENT NO. 4A O.R.B. 2943 PG. 1743

7' F.P.& L. & UTILITY EASEMENT
7' F.P.& L. ESMT. (O.R.B. 2827, PG. 162)
C/L 30' DRAINAGE, ACCESS, UTILITY & MAINTENANCE EASEMENT
END OF 7' F.P.& L. ESMT. (O.R.B. 2827, PG. 162)
25' BUILDING SETBACK

179 180 181 182 183 184

N80°30'00"W 140.98'
S85°00'00"W 137.29'
S68°00'00"W 137.43'
S68°00'00"W 140.56'
S68°00'00"W 140.85'
S62°00'00"W 158.26'
N00°00'00"E 96.82'
N00°00'00"E 161.17'
N00°00'00"W 93.24'
64.35'
N56°13'35"W 73.02'
59.89'
131.88'
Δ=20°48'52"
R=355.00'
L=128.96'
CB=N12°02'39"E
CH=128.26'
N76°30'12"W 71.79'
100.27'
S89°07'05"W
37.86'
N52°14'39"W
451.70'
N75°00'00"W
308.37'

N21°45'25"W 68.00'
N19°12'37"W 65.49'
N12°55'29"W 102.25'
APPROXIMATE TOP OF BANK

TRACT "Y" (STORMWATER MANAGEMENT FACILITIES/OPEN SPACE/UTILITY)
EASEMENT FOR STORM WATER MANAGEMENT FACILITIES, DRAINAGE, MAINTENANCE, ACCESS AND UTILITY

CONSERVATION EASEMENT NO. 1A O.R.B. 2943 PG. 1743

N41°30'00"W 41.37'
N21°10'32"W
N03°28'49"W 118.69'
N13°36'24"W 120.94'
N52°14'39"W 37.86'
N49°47'17"W 34.48'
N48°12'31"W 34.53'
N18°01'00"W 38.50'
N78°24'01"W 20.96'
N13°39'10"E 82.98'
N18°01'00"W 31.25'
N71°59'00"E 102.95'
S71°59'00"W 102.95'
20.00'
N18°01'00"W
N28°27'37"W 720.42'

TRACT "G" (CONSERVATION)

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C41	200.00'	216.42'	206.02'	S09°00'00"W	62°00'00"
C285	170.00'	183.96'	175.11'	S09°00'00"W	62°00'00"
C286	230.00'	4.01'	4.01'	S21°30'00"E	1°00'00"
C287	230.00'	64.23'	64.02'	S13°30'00"E	16°00'00"
C288	230.00'	58.21'	58.05'	S02°15'00"W	14°30'00"
C291	25.00'	18.69'	18.26'	S43°25'00"E	42°50'00"
C292	50.00'	128.74'	96.01'	N08°35'48"E	147°31'36"
C293	50.00'	29.92'	29.48'	S45°08'34"E	34°17'07"
C294	50.00'	42.62'	41.34'	S03°35'00"E	48°50'00"
C295	25.00'	18.69'	18.26'	N00°35'00"W	42°50'00"
C296	50.00'	30.56'	30.09'	S79°47'46"E	35°01'17"
C389	445.00'	296.30'	290.86'	N01°51'48"E	38°08'59"
C404	57.00'	148.39'	108.90'	N09°44'50"E	149°09'40"
C405	18.00'	13.46'	13.15'	N43°25'00"W	42°50'00"
C406	163.00'	110.02'	107.95'	N02°39'47"W	38°40'25"

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

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

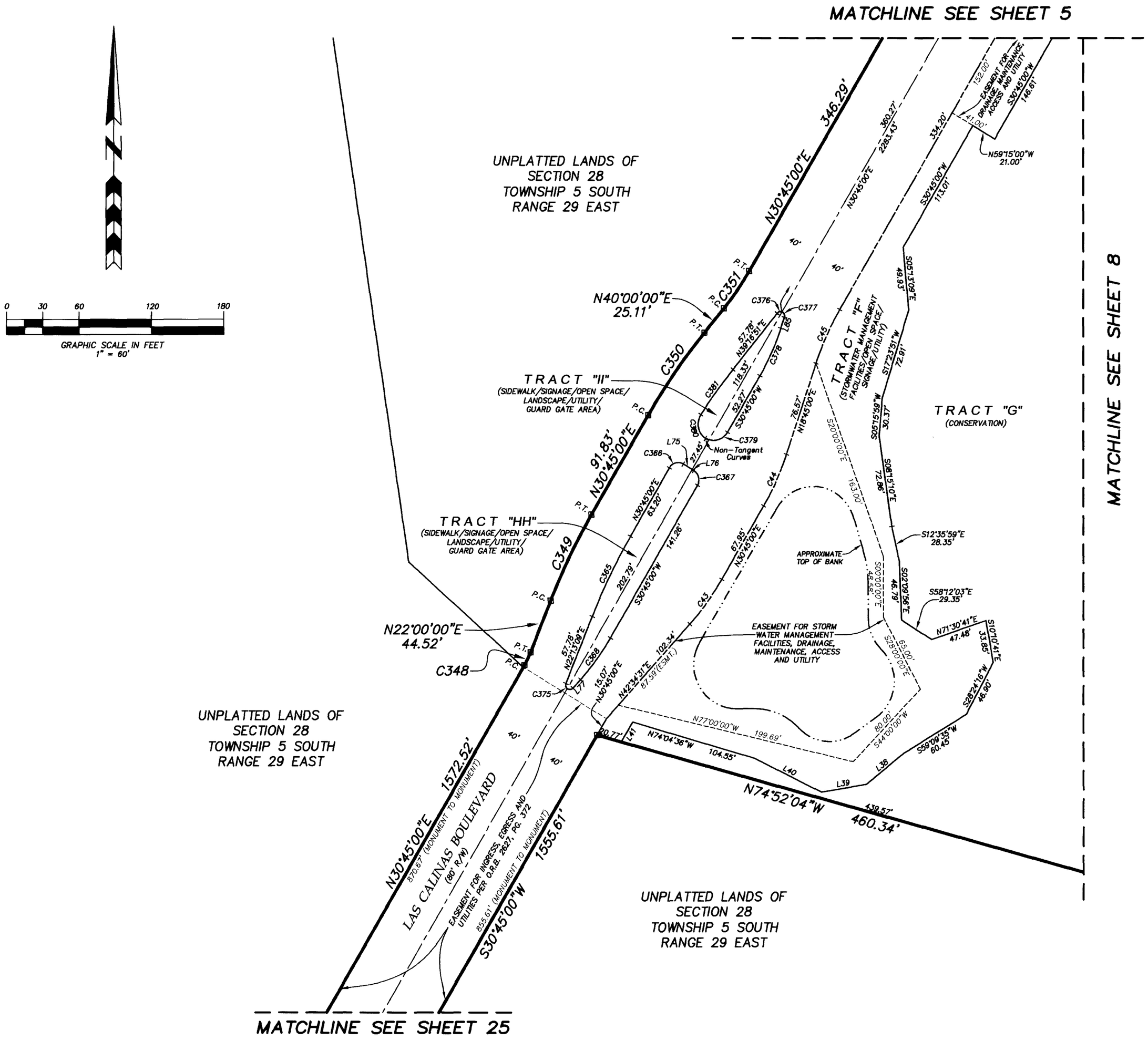
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 100

SHEET 24 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LINE TABLE		
LINE	BEARING	DISTANCE
L38	S51°30'17"W	39.39'
L39	S80°37'30"W	37.87'
L40	N84°14'47"W	61.91'
L41	S30°45'00"W	18.37'
L75	N59°15'00"W	8.46'
L76	N59°15'00"W	1.54'
L77	N42°45'00"E	9.20'
L85	N18°45'00"E	9.20'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C43	215.00'	44.37'	44.30'	N36°39'46"E	11°49'31"
C44	215.00'	45.03'	44.95'	N24°45'00"E	12°00'00"
C45	225.00'	47.12'	47.04'	S24°45'00"W	12°00'00"
C348	75.00'	11.45'	11.44'	N26°22'30"E	8°45'00"
C349	500.00'	76.36'	76.28'	N26°22'30"E	8°45'00"
C350	500.00'	80.72'	80.63'	N35°22'30"E	9°15'00"
C351	225.00'	36.32'	36.29'	N35°22'30"E	9°15'00"
C365	478.50'	71.24'	71.18'	S26°28'05"W	8°31'51"
C366	8.50'	13.35'	12.02'	S75°45'00"W	90°00'00"
C367	8.50'	13.35'	12.02'	N14°15'00"W	90°00'00"
C368	198.50'	41.58'	41.50'	N36°44'57"E	12°00'06"
C375	3.50'	9.74'	6.89'	S57°30'55"E	159°28'09"
C376	3.50'	4.61'	4.29'	S77°02'51"W	75°32'00"
C377	3.50'	5.13'	4.68'	N23°13'04"W	83°56'09"
C378	198.50'	41.57'	41.50'	N24°45'00"E	12°00'00"
C379	13.50'	20.85'	18.84'	N74°59'24"E	88°28'47"
C380	13.50'	21.60'	19.37'	S11°53'59"E	91°39'38"
C381	478.50'	44.68'	44.67'	S36°36'20"W	5°21'01"

LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

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

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

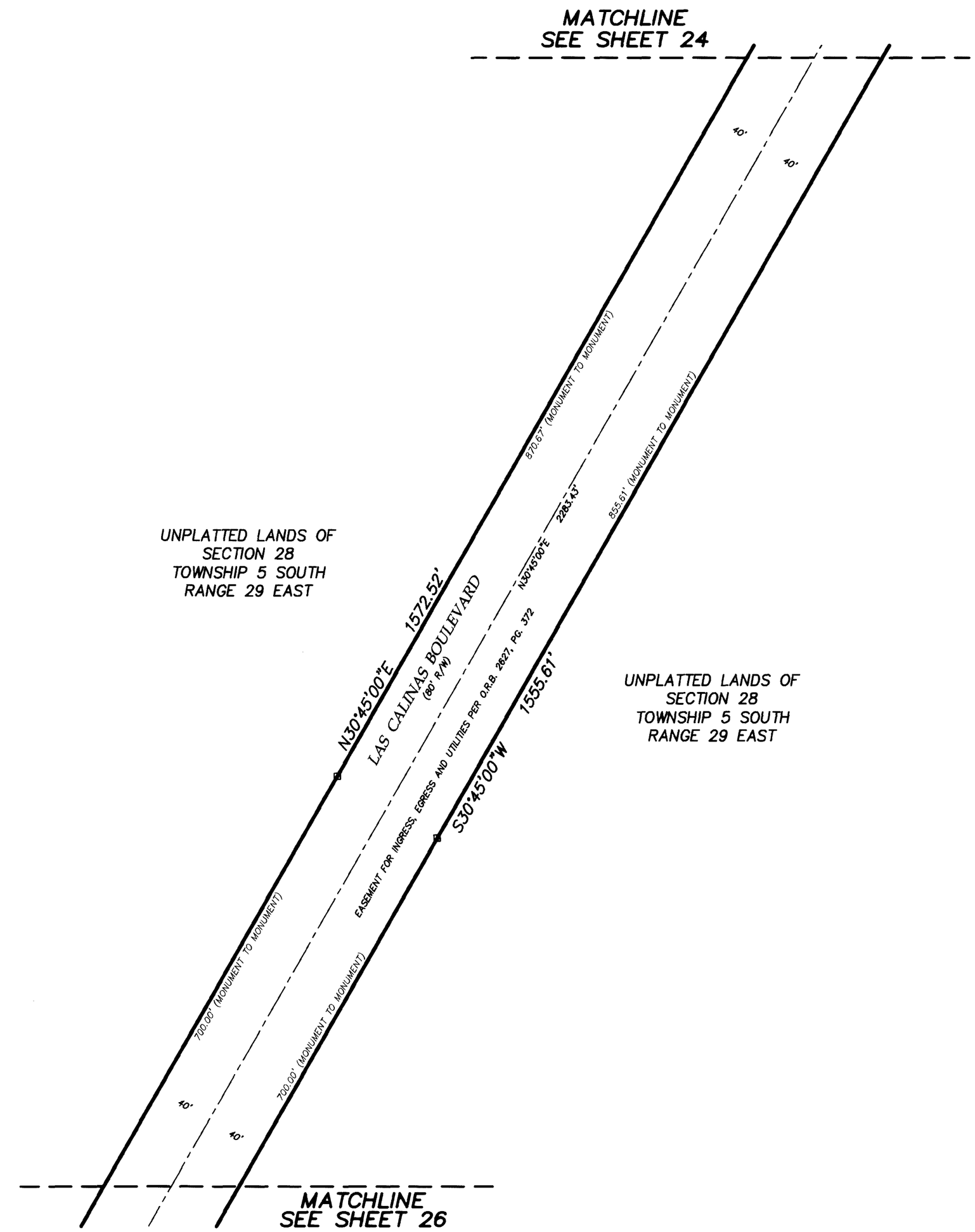
PALENCIA NORTH PHASE I

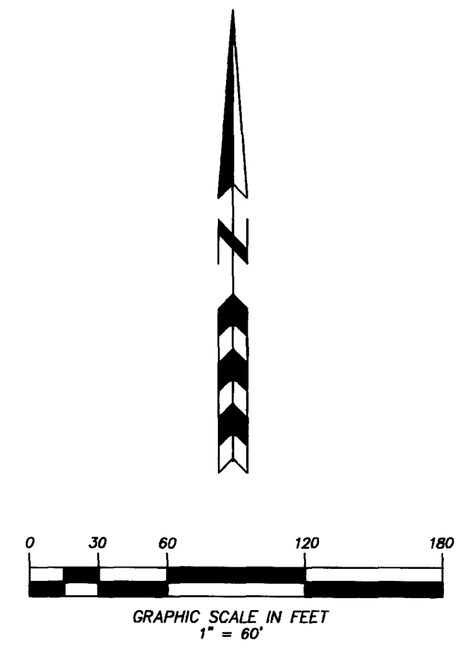
BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 101

SHEET 25 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.





LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
△	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
C/L	CENTERLINE

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

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

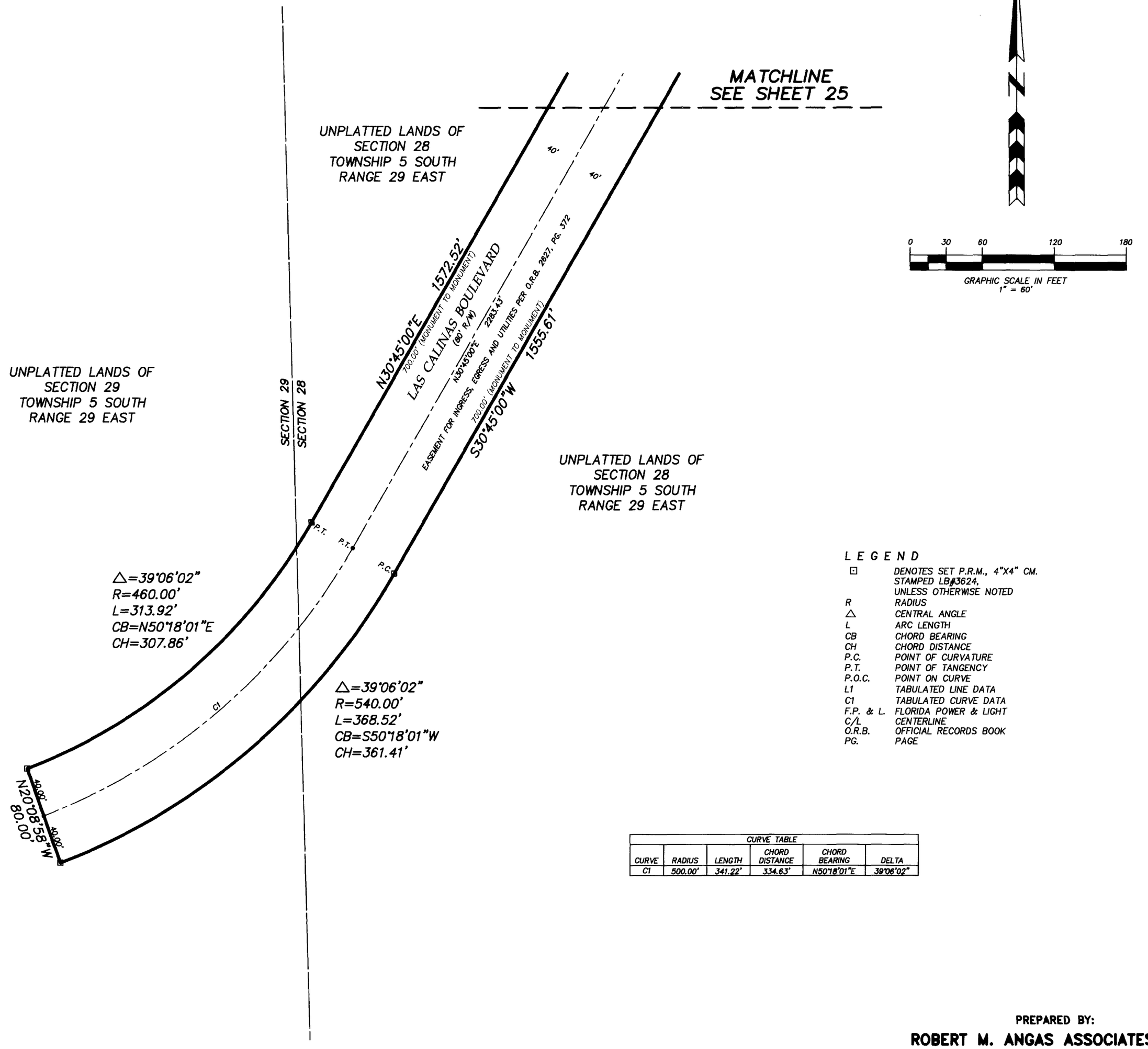
PALENCIA NORTH PHASE I

BEING A PORTION OF FRACTIONAL SECTIONS 28, 29 AND 33, TOGETHER WITH A PORTION OF SECTION 53 OF THE THERESA MARSHALL GRANT AND FURTHER TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 62 PAGE 102

SHEET 26 OF 26 SHEETS

SEE SHEET 2 FOR NOTES.



LEGEND

⊡	DENOTES SET P.R.M., 4"X4" CM. STAMPED LB#3624, UNLESS OTHERWISE NOTED
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
F.P. & L.	FLORIDA POWER & LIGHT
C/L	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	DELTA
C1	500.00'	341.22'	334.63'	N50°18'01"E	39°06'02"

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

Public Records of St. Johns County, FL Clerk # 2007059100, O.R. 2975 PG 317,
08/30/2007 at 01:24 PM REC. $121.00 SUR. $135.50 Doc. D $.70

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 ____ day of _____, 200___, by **INTERVEST CONSTRUCTION OF JAX, INC.**, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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 on 10.43 acres of uplands to be used as mitigation for future permits issued by the Grantee; and as a condition of Permit No. 4-109-71374-11 (the "Permit") 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. Notwithstanding the foregoing sentence, Grantor is authorized to maintain the Property as

specifically authorized by the Permit, including the removal of any noxious or exotic invasive plant species and dead trees as authorized by the Permit or as otherwise approved and in the writing by the Grantee.

(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

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

(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.

10. Consent of Mortgagee. The consent of the party holding a mortgage encumbering the Property is attached hereto.

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:

Joanne Schmieder
(Print Name) JOANNE SCHMIEDER

Veronica Berrios
(Print Name) Veronica Berrios

Intervest Construction of Jax, Inc.
By:
Name: Charlene B. Irland
Title: Vice President

Date: April 10, 2007

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

The foregoing instrument was acknowledged before me this 10th day of April, 2007, by Charlene B. Irland as Vice President of Intervest Construction of Jax, Inc., a Florida Corp corporation, on behalf of the corporation.

Teri L. Hansen
(Print Name Teri L. Hansen)
NOTARY PUBLIC
State of Florida at Large
Commission #

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc 800-385-7019

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, **NATIONAL CITY BANK,** a national banking association, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, in favor of Mortgagee, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by Mortgagee to Branch Banking & Trust Company, a North Carolina banking corporation pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Conservation Easement) to the Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 21st day of August, 2007.

Witnesses:

Joanne Schmieder
Name: JOANNE SCHMIEDER

Teri L. Hansen
Printed Name: Teri L. Hansen

Mortgagee:

NATIONAL CITY BANK, a national Printed banking association

By: Robin A. Carr
Printed Name: Robin A. Carr
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of August, 2007, by Robin A. Carr as Sr. Vice President of **NATIONAL CITY BANK,** a national banking association, who did not take an oath.

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Teri L. Hansen
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8th day of August, 2007.

Witnesses:

Printed Name: Debra G. Cain

Printed Name: Debra K Hamilton

Mortgagee:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: _____
Printed Name John R. Lamb
Its: Senior Vice President

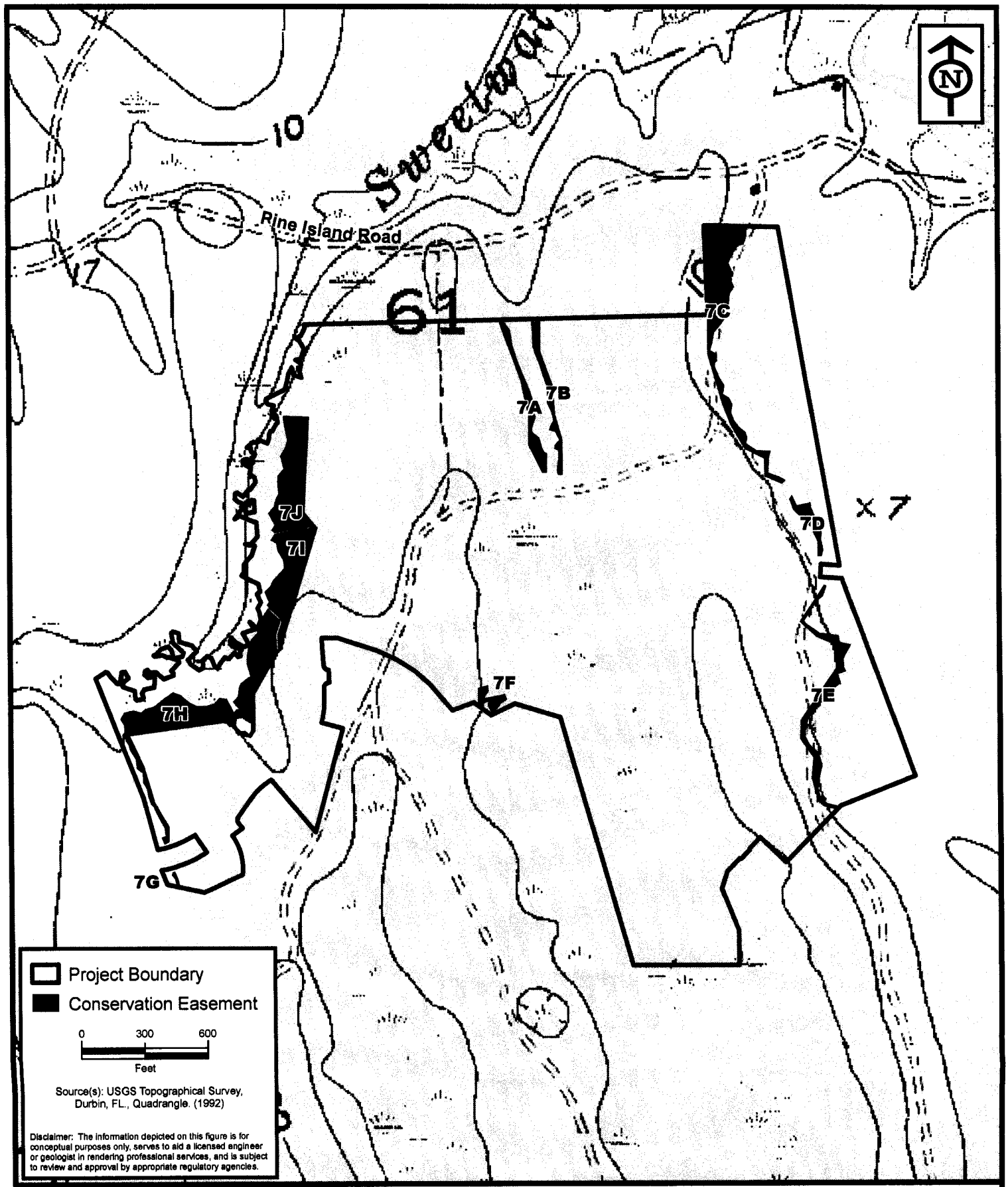
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8th day of August, 2007, by John R. Lamb as Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, who did not take an oath.

DEBRA G. CAIN
Notary Public - State of Florida
My Commission Expires Mar 17, 2011
Commission # DD 646684
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.



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

Conservation Easement Map

Palencia North Phase II - C2

St. Johns County, Florida

Project:	EJ05496.01
Date:	Feb. 2007
Drwn/Chkd:	BM/JRN
Figure:	1

File: Q:\2005_Projects\EJ05496.01\Maps\Fig-1_Conservation_Easements.mxd Printed: 8:44 am 02/27/2007

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7A

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence North 54° 58' 44" East, departing said Northerly line, 2643.53 feet to a point lying on the Easterly Mean High Water Line of Sweetwater Creek; thence North 88° 36' 45" East, along the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 of said public records, 924.42 feet to the Point of Beginning.

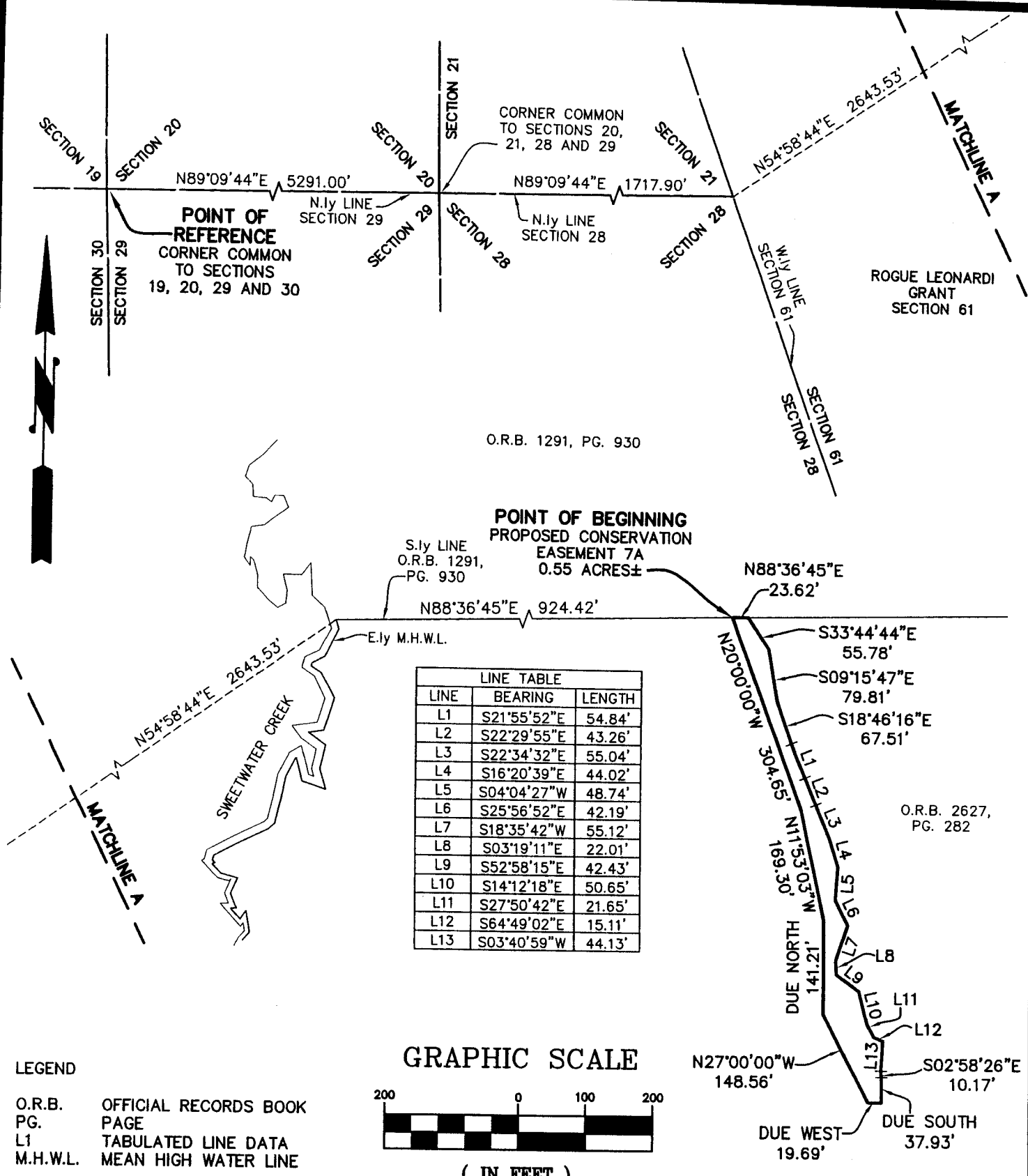
From said Point of Beginning, thence continue North 88° 36' 45" East, along said Southerly line of those lands of Official Records Book 1291, page 930, a distance of 23.62 feet; thence South 33° 44' 44" East, departing said Southerly line, 55.78 feet; thence South 09° 15' 47" East, 79.81 feet; thence South 18° 46' 16" East, 67.51 feet; thence South 21° 55' 52" East, 54.84 feet; thence South 22° 29' 55" East, 43.26 feet; thence South 22° 34' 32" East, 55.04 feet; thence South 16° 20' 39" East, 44.02 feet; thence South 04° 04' 27" West, 48.74 feet; thence South 25° 56' 52" East, 42.19 feet; thence South 18° 35' 42" West, 55.12 feet; thence South 03° 19' 11" East, 22.01 feet; thence South 52° 58' 15" East, 42.43 feet; thence South 14° 12' 18" East, 50.65 feet; thence South 27° 50' 42" East, 21.65 feet; thence South 64° 49' 02" East, 15.11 feet; thence South 03° 40' 59" West, 44.13 feet; thence South 02° 58' 26" East, 10.17 feet; thence Due South, 37.93 feet; thence Due West, 19.69 feet; thence North 27° 00' 00" West, 148.56 feet; thence Due North, 141.21 feet; thence North 11° 53' 03" West, 169.30 feet; thence North 20° 00' 00" West, 304.65 feet to the Point of Beginning.

Containing 0.55 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°55'52"E	54.84'
L2	S22°29'55"E	43.26'
L3	S22°34'32"E	55.04'
L4	S16°20'39"E	44.02'
L5	S04°04'27"W	48.74'
L6	S25°56'52"E	42.19'
L7	S18°35'42"W	55.12'
L8	S03°19'11"E	22.01'
L9	S52°58'15"E	42.43'
L10	S14°12'18"E	50.65'
L11	S27°50'42"E	21.65'
L12	S64°49'02"E	15.11'
L13	S03°40'59"W	44.13'

LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
L1	TABULATED LINE DATA
M.H.W.L.	MEAN HIGH WATER LINE

GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

NOTES

1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 21, 2007 SCALE: 1"=200'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00A DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7A.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7B

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence North 54° 58' 44" East, departing said Northerly line, 2643.53 feet to a point lying on the Easterly Mean High Water Line of Sweetwater Creek; thence North 88° 36' 45" East, along the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 of said public records, 1080.11 feet to the Point of Beginning.

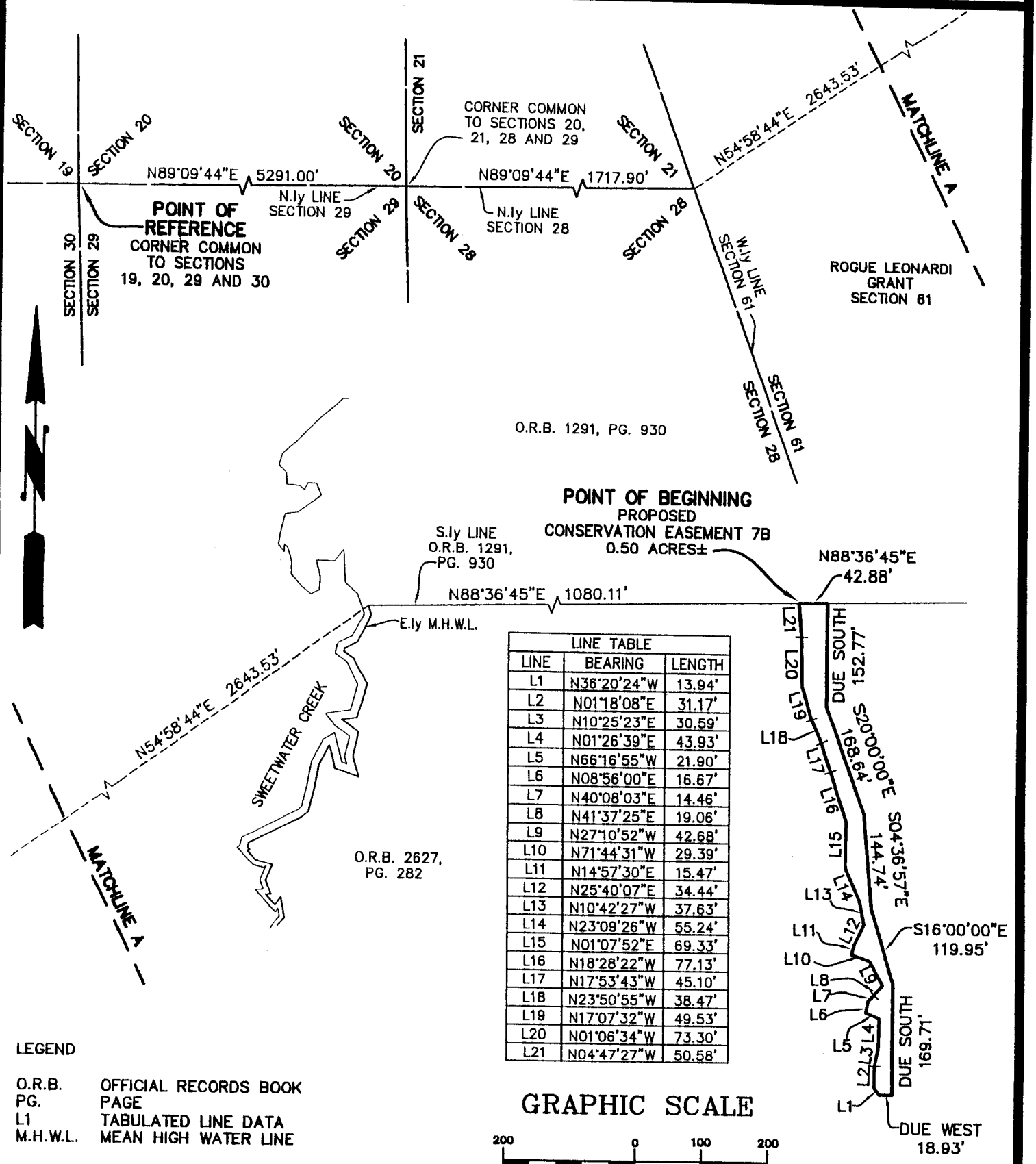
From said Point of Beginning, thence continue North 88° 36' 45" East, along said Southerly line of those lands of Official Records Book 1291, page 930, a distance of 42.88 feet; thence Due South, departing said Southerly line, 152.77 feet; thence South 20° 00' 00" East, 168.64 feet; thence South 04° 36' 57" East, 144.74 feet; thence South 16° 00' 00" East, 119.95 feet; thence Due South, 169.71 feet; thence Due West, 18.93 feet; thence North 36° 20' 24" West, 13.94 feet; thence North 01° 18' 08" East, 31.17 feet; thence North 10° 25' 23" East, 30.59 feet; thence North 01° 26' 39" East, 43.93 feet; thence North 66° 16' 55" West, 21.90 feet; thence North 08° 56' 00" East, 16.67 feet; thence North 40° 08' 03" East, 14.46 feet; thence North 41° 37' 25" East, 19.06 feet; thence North 27° 10' 52" West, 42.68 feet; thence North 71° 44' 31" West, 29.39 feet; thence North 14° 57' 30" East, 15.47 feet; thence North 25° 40' 07" East, 34.44 feet; thence North 10° 42' 27" West, 37.63 feet; thence North 23° 09' 26" West, 55.24 feet; thence North 01° 07' 52" East, 69.33 feet; thence North 18° 28' 22" West, 77.13 feet; thence North 17° 53' 43" West, 45.10 feet; thence North 23° 50' 55" West, 38.47 feet; thence North 17° 07' 32" West, 49.53 feet; thence North 01° 06' 34" West, 73.30 feet; thence North 04° 47' 27" West, 50.58 feet to the Point of Beginning.

Containing 0.50 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N36°20'24"W	13.94'
L2	N01°18'08"E	31.17'
L3	N10°25'23"E	30.59'
L4	N01°26'39"E	43.93'
L5	N66°16'55"W	21.90'
L6	N08°56'00"E	16.67'
L7	N40°08'03"E	14.46'
L8	N41°37'25"E	19.06'
L9	N27°10'52"W	42.68'
L10	N71°44'31"W	29.39'
L11	N14°57'30"E	15.47'
L12	N25°40'07"E	34.44'
L13	N10°42'27"W	37.63'
L14	N23°09'26"W	55.24'
L15	N01°07'52"E	69.33'
L16	N18°28'22"W	77.13'
L17	N17°53'43"W	45.10'
L18	N23°50'55"W	38.47'
L19	N17°07'32"W	49.53'
L20	N01°06'34"W	73.30'
L21	N04°47'27"W	50.58'

LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
L1	TABULATED LINE DATA
M.H.W.L.	MEAN HIGH WATER LINE

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" EAST.

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

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

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

DATE: FEBRUARY 21, 2007 SCALE: 1"=200'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00B DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7B.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7C

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence North 54° 58' 44" East, departing said Northerly line, 2643.53 feet to a point lying on the Easterly Mean High Water Line of Sweetwater Creek; thence North 88° 36' 45" East, along the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 and Official Records Book 268, page 448 of said public records, 1914.17 feet to the Southeast corner of said Official Records Book 268, page 448, said point also being the Point of Beginning.

From said Point of Beginning, thence North 02° 09' 25" West, along the Easterly line of said lands of Official Records Book 268, page 448, a distance of 423.55 feet to the Southwest corner of those lands described and recorded in Official Records Book 782, page 98 of said public records; thence South 88° 50' 53" East, along the Southerly line of said lands of Official Records Book 782, page 98, a distance of 201.68 feet; thence South 02° 51' 52" East, departing said Southerly line, 35.32 feet; thence South 15° 59' 47" West, 49.62 feet; thence South 73° 17' 35" West, 29.50 feet; thence South 37° 58' 31" West, 35.52 feet; thence South 23° 07' 56" West, 55.21 feet; thence South 21° 50' 42" East, 48.52 feet; thence South 11° 51' 41" West, 35.63 feet; thence South 22° 56' 00" East, 37.52 feet; thence South 33° 33' 36" West, 37.68 feet; thence South 05° 10' 33" West, 60.55 feet; thence South 12° 30' 00" West, 43.01 feet; thence South 30° 24' 44" West, 42.69 feet; thence South 40° 58' 36" West, 61.62 feet; thence South 08° 47' 39" West, 48.77 feet; thence South 16° 57' 04" West, 36.26 feet; thence South 59° 58' 43" East, 33.90 feet; thence South 06° 43' 45" West, 59.19 feet; thence South 22° 54' 17" East, 59.34 feet; thence South 32° 06' 31" East, 40.59 feet; thence South 08° 01' 12" West, 44.30 feet; thence South 56° 51' 26" East, 34.41 feet; thence South 27° 16' 51" East, 34.33 feet; thence South 11° 13' 50" West, 37.89 feet; thence South 19° 04' 28"

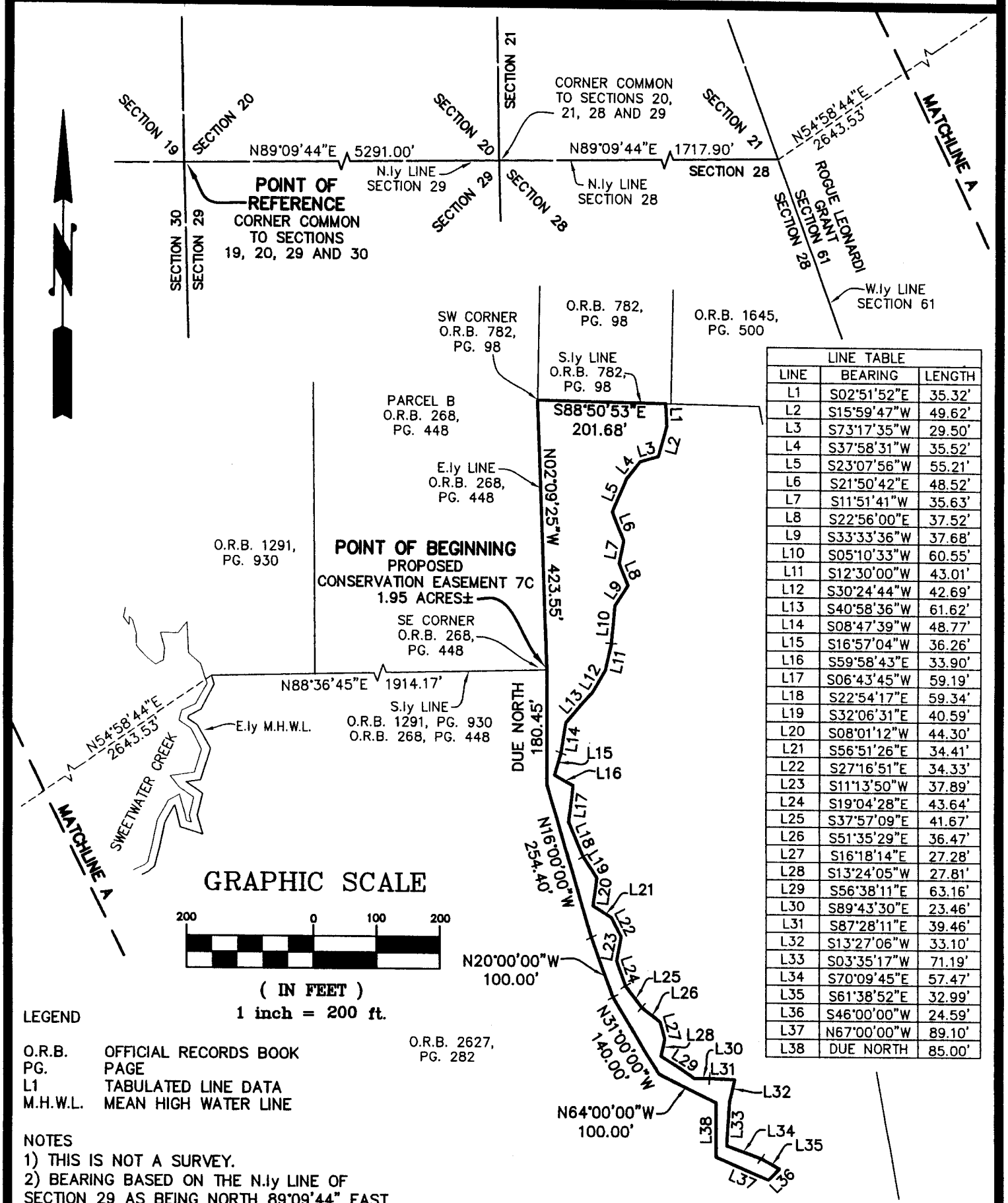
East, 43.64 feet; thence South 37° 57' 09" East, 41.67 feet; thence South 51° 35' 29" East, 36.47 feet; thence South 16° 18' 14" East, 27.28 feet; thence South 13° 24' 05" West, 27.81 feet; thence South 56° 38' 11" East, 63.16 feet; thence South 89° 43' 30" East, 23.46 feet; thence South 87° 28' 11" East, 39.46 feet; thence South 13° 27' 06" West, 33.10 feet; thence South 03° 35' 17" West, 71.19 feet; thence South 70° 09' 45" East, 57.47 feet; thence South 61° 38' 52" East, 32.99 feet; thence South 46° 00' 00" West, 24.59 feet; thence North 67° 00' 00" West, 89.10 feet; thence Due North, 85.00 feet; thence North 64° 00' 00" West, 100.00 feet; thence North 31° 00' 00" West, 140.00 feet; thence North 20° 00' 00" West, 100.00 feet; thence North 16° 00' 00" West, 254.40 feet; thence Due North, 180.45 feet to the Point of Beginning.

Containing 1.95 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°51'52"E	35.32'
L2	S15°59'47"W	49.62'
L3	S73°17'35"W	29.50'
L4	S37°58'31"W	35.52'
L5	S23°07'56"W	55.21'
L6	S21°50'42"E	48.52'
L7	S11°51'41"W	35.63'
L8	S22°56'00"E	37.52'
L9	S33°33'36"W	37.68'
L10	S05°10'33"W	60.55'
L11	S12°30'00"W	43.01'
L12	S30°24'44"W	42.69'
L13	S40°58'36"W	61.62'
L14	S08°47'39"W	48.77'
L15	S16°57'04"W	36.26'
L16	S59°58'43"E	33.90'
L17	S06°43'45"W	59.19'
L18	S22°54'17"E	59.34'
L19	S32°06'31"E	40.59'
L20	S08°01'12"W	44.30'
L21	S56°51'26"E	34.41'
L22	S27°16'51"E	34.33'
L23	S11°13'50"W	37.89'
L24	S19°04'28"E	43.64'
L25	S37°57'09"E	41.67'
L26	S51°35'29"E	36.47'
L27	S16°18'14"E	27.28'
L28	S13°24'05"W	27.81'
L29	S56°38'11"E	63.16'
L30	S89°43'30"E	23.46'
L31	S87°28'11"E	39.46'
L32	S13°27'06"W	33.10'
L33	S03°35'17"W	71.19'
L34	S70°09'45"E	57.47'
L35	S61°38'52"E	32.99'
L36	S46°00'00"W	24.59'
L37	N67°00'00"W	89.10'
L38	DUE NORTH	85.00'

GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
L1	TABULATED LINE DATA
M.H.W.L.	MEAN HIGH WATER LINE

NOTES

1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 21, 2007 SCALE: 1"=200'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00C DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7C.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7D

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 874.53 feet; thence North 70° 02' 53" East, departing said Westerly line, 4427.78 feet to the Point of Beginning.

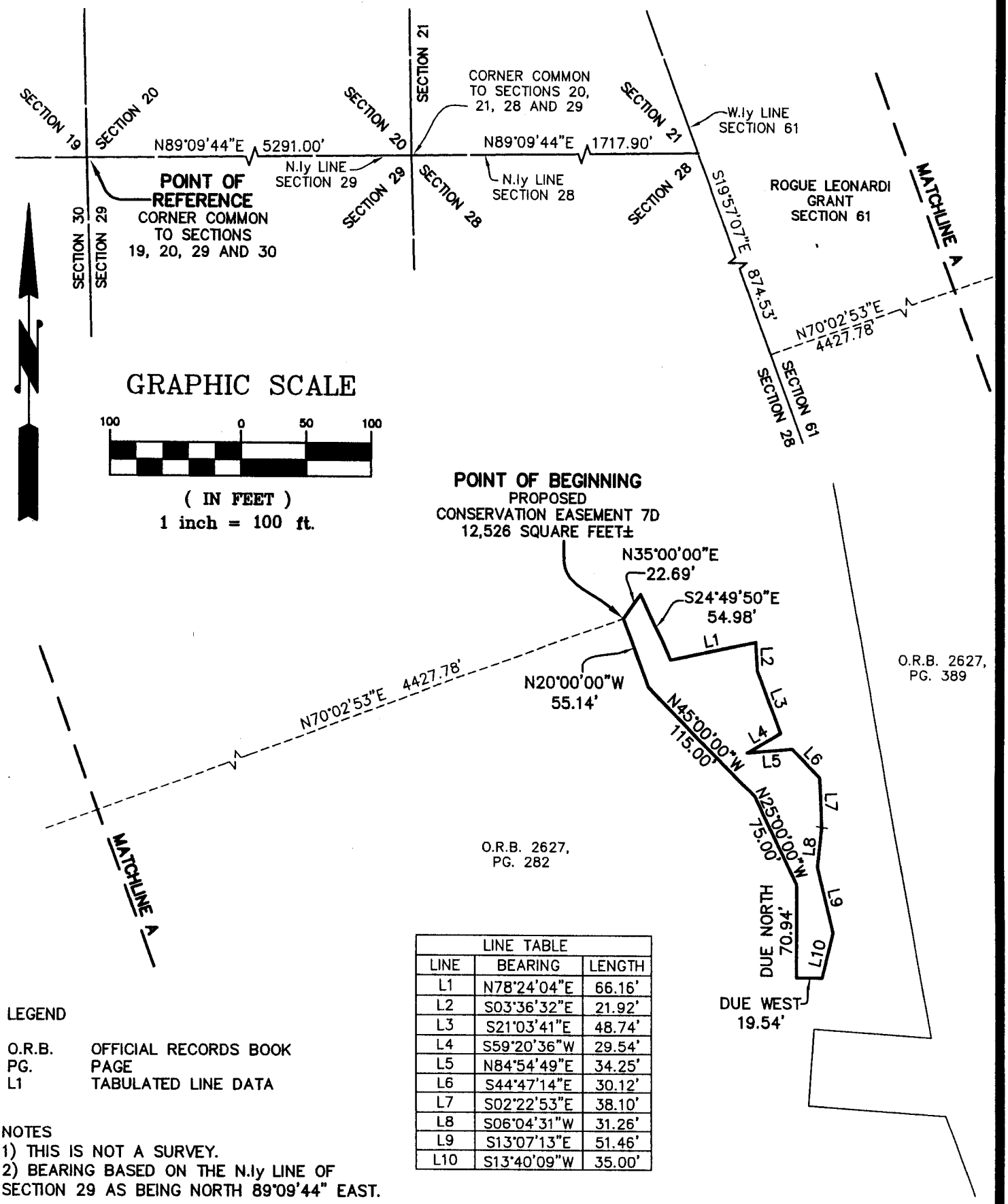
From said Point of Beginning, thence North 35° 00' 00" East, 22.69 feet; thence South 24° 49' 50" East, 54.98 feet; thence North 78° 24' 04" East, 66.16 feet; thence South 03° 36' 32" East, 21.92 feet; thence South 21° 03' 41" East, 48.74 feet; thence South 59° 20' 36" West, 29.54 feet; thence North 84° 54' 49" East, 34.25 feet; thence South 44° 47' 14" East, 30.12 feet; thence South 02° 22' 53" East, 38.10 feet; thence South 06° 04' 31" West, 31.26 feet; thence South 13° 07' 13" East, 51.46 feet; thence South 13° 40' 09" West, 35.00 feet; thence Due West, 19.54 feet; thence Due North, 70.94 feet; thence North 25° 00' 00" West, 75.00 feet; thence North 45° 00' 00" West, 115.00 feet; thence North 20° 00' 00" West, 55.14 feet to the Point of Beginning.

Containing 12,526 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N78°24'04"E	66.16'
L2	S03°36'32"E	21.92'
L3	S21°03'41"E	48.74'
L4	S59°20'36"W	29.54'
L5	N84°54'49"E	34.25'
L6	S44°47'14"E	30.12'
L7	S02°22'53"E	38.10'
L8	S06°04'31"W	31.26'
L9	S13°07'13"E	51.46'
L10	S13°40'09"W	35.00'

LEGEND

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

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 21, 2007 SCALE: 1"=100'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00D DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7D.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7E

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 1439.37 feet; thence North 70° 02' 53" East, departing said Westerly line, 4272.29 feet to the Point of Beginning.

From said Point of Beginning, thence North 33° 00' 00" East, 210.82 feet; thence South 68° 32' 47" East, 12.96 feet; thence South 19° 04' 21" West, 51.48 feet; thence South 50° 53' 16" West, 34.41 feet; thence South 32° 29' 45" West, 84.81 feet; thence South 33° 42' 53" West, 30.60 feet; thence South 38° 57' 53" East, 19.71 feet; thence South 53° 21' 14" East, 73.51 feet; thence South 82° 38' 25" East, 91.08 feet; thence South 10° 53' 35" East, 32.56 feet; thence South 77° 50' 48" East, 52.95 feet; thence South 28° 32' 46" West, 68.54 feet; thence South 20° 47' 46" West, 7.02 feet; thence South 04° 42' 02" East, 45.41 feet; thence South 26° 05' 05" East, 16.07 feet; thence South 67° 34' 27" West, 16.39 feet; thence South 73° 50' 01" West, 23.55 feet; thence South 17° 15' 12" East, 51.46 feet; thence North 89° 17' 50" West, 10.76 feet; thence South 51° 16' 39" West, 89.32 feet; thence South 37° 24' 12" West, 69.83 feet; South 31° 01' 19" West, 65.70 feet; thence South 14° 27' 00" West, 52.88 feet; thence South 01° 52' 47" East, 34.71 feet; thence South 29° 02' 13" East, 41.64 feet; thence South 49° 08' 29" East, 51.78 feet; thence South 16° 23' 05" East, 60.35 feet; thence South 12° 26' 29" West, 79.23 feet; thence South 14° 11' 57" West, 20.41 feet; thence South 12° 00' 40" East, 53.47 feet; thence North 87° 58' 37" East, 18.00 feet; thence South 39° 12' 11" East, 18.74 feet; thence South 34° 30' 43" West, 20.02 feet; thence South 75° 40' 41" East, 76.39 feet; thence South 44° 00' 00" West, 21.48 feet; thence North 75° 00' 00" West, 62.47 feet; thence North 49° 00' 00" West, 35.00 feet; thence North 15° 00' 00" West, 118.35 feet; thence North 05° 00' 00" East, 97.07 feet; thence North 35° 00' 00" West,

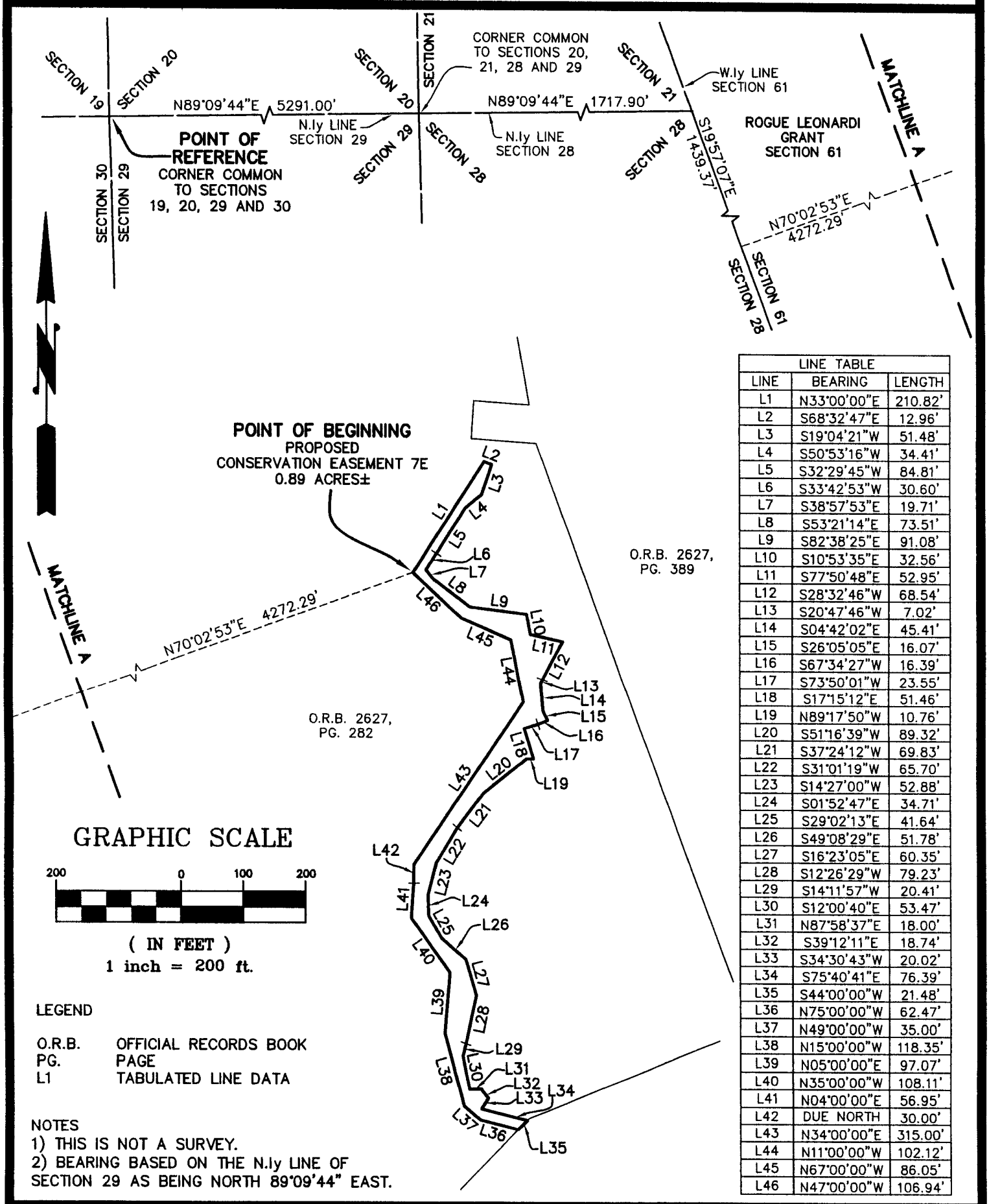
108.11 feet; thence North 04° 00' 00" East, 56.95 feet; thence Due North, 30.00 feet; thence North 34° 00' 00" East, 315.00 feet; thence North 11° 00' 00" West, 102.12 feet; thence North 67° 00' 00" West, 86.05 feet; thence North 47° 00' 00" West, 106.94 feet to the Point of Beginning.

Containing 0.89 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N33°00'00"E	210.82'
L2	S68°32'47"E	12.96'
L3	S19°04'21"W	51.48'
L4	S50°53'16"W	34.41'
L5	S32°29'45"W	84.81'
L6	S33°42'53"W	30.60'
L7	S38°57'53"E	19.71'
L8	S53°21'14"E	73.51'
L9	S82°38'25"E	91.08'
L10	S10°53'35"E	32.56'
L11	S77°50'48"E	52.95'
L12	S28°32'46"W	68.54'
L13	S20°47'46"W	7.02'
L14	S04°42'02"E	45.41'
L15	S26°05'05"E	16.07'
L16	S67°34'27"W	16.39'
L17	S73°50'01"W	23.55'
L18	S17°15'12"E	51.46'
L19	N89°17'50"W	10.76'
L20	S51°16'39"W	89.32'
L21	S37°24'12"W	69.83'
L22	S31°01'19"W	65.70'
L23	S14°27'00"W	52.88'
L24	S01°52'47"E	34.71'
L25	S29°02'13"E	41.64'
L26	S49°08'29"E	51.78'
L27	S16°23'05"E	60.35'
L28	S12°26'29"W	79.23'
L29	S14°11'57"W	20.41'
L30	S12°00'40"E	53.47'
L31	N87°58'37"E	18.00'
L32	S39°12'11"E	18.74'
L33	S34°30'43"W	20.02'
L34	S75°40'41"E	76.39'
L35	S44°00'00"W	21.48'
L36	N75°00'00"W	62.47'
L37	N49°00'00"W	35.00'
L38	N15°00'00"W	118.35'
L39	N05°00'00"E	97.07'
L40	N35°00'00"W	108.11'
L41	N04°00'00"E	56.95'
L42	DUE NORTH	30.00'
L43	N34°00'00"E	315.00'
L44	N11°00'00"W	102.12'
L45	N67°00'00"W	86.05'
L46	N47°00'00"W	106.94'

GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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

NOTES

1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 21, 2007 SCALE: 1"=200'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00E DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7E.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7F

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 1213.09 feet; thence North 70° 02' 53" East, departing said Westerly line, 2732.15 feet to the Point of Beginning.

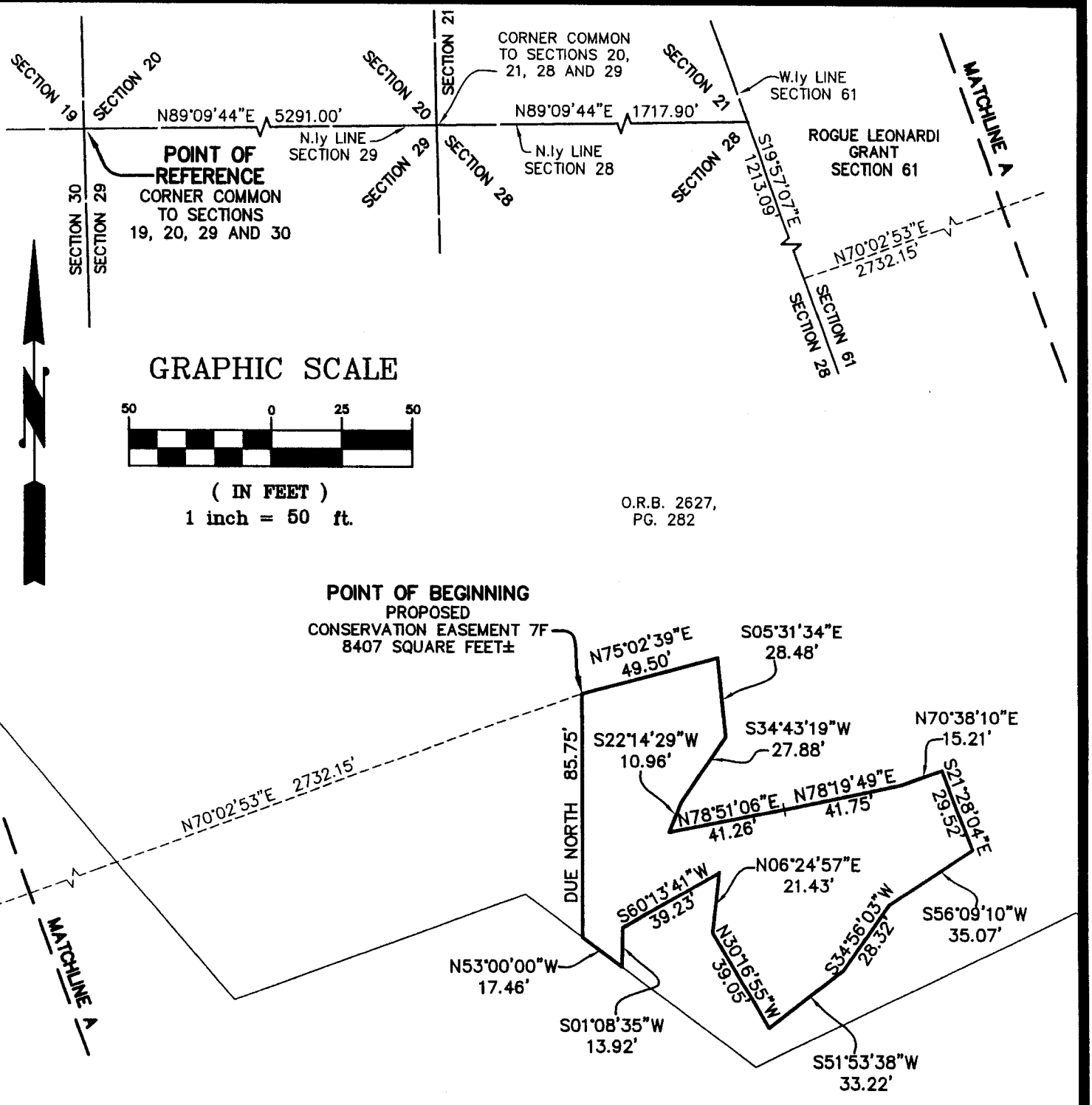
From said Point of Beginning, thence North 75° 02' 39" East, 49.50 feet; thence South 05° 31' 34" East, 28.48 feet; thence South 34° 43' 19" West, 27.88 feet; thence South 22° 14' 29" West, 10.96 feet; thence North 78° 51' 06" East, 41.26 feet; thence North 78° 19' 49" East, 41.75 feet; thence North 70° 38' 10" East, 15.21 feet; thence South 21° 28' 04" East, 29.52 feet; thence South 56° 09' 10" West, 35.07 feet; thence South 34° 56' 03" West, 28.32 feet; thence South 51° 53' 38" West, 33.22 feet; thence North 30° 16' 55" West, 39.05 feet; thence North 06° 24' 57" East, 21.43 feet; thence South 60° 13' 41" West, 39.23 feet; thence South 01° 08' 35" West, 13.92 feet; thence North 53° 00' 00" West, 17.46 feet; thence Due North, 85.75 feet to the Point of Beginning.

Containing 8407 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 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) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 21, 2007 SCALE: 1"=50'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00H DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7F.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7G

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 1550.92 feet; thence North 70° 02' 53" East, departing said Westerly line, 1060.56 feet to the Point of Beginning.

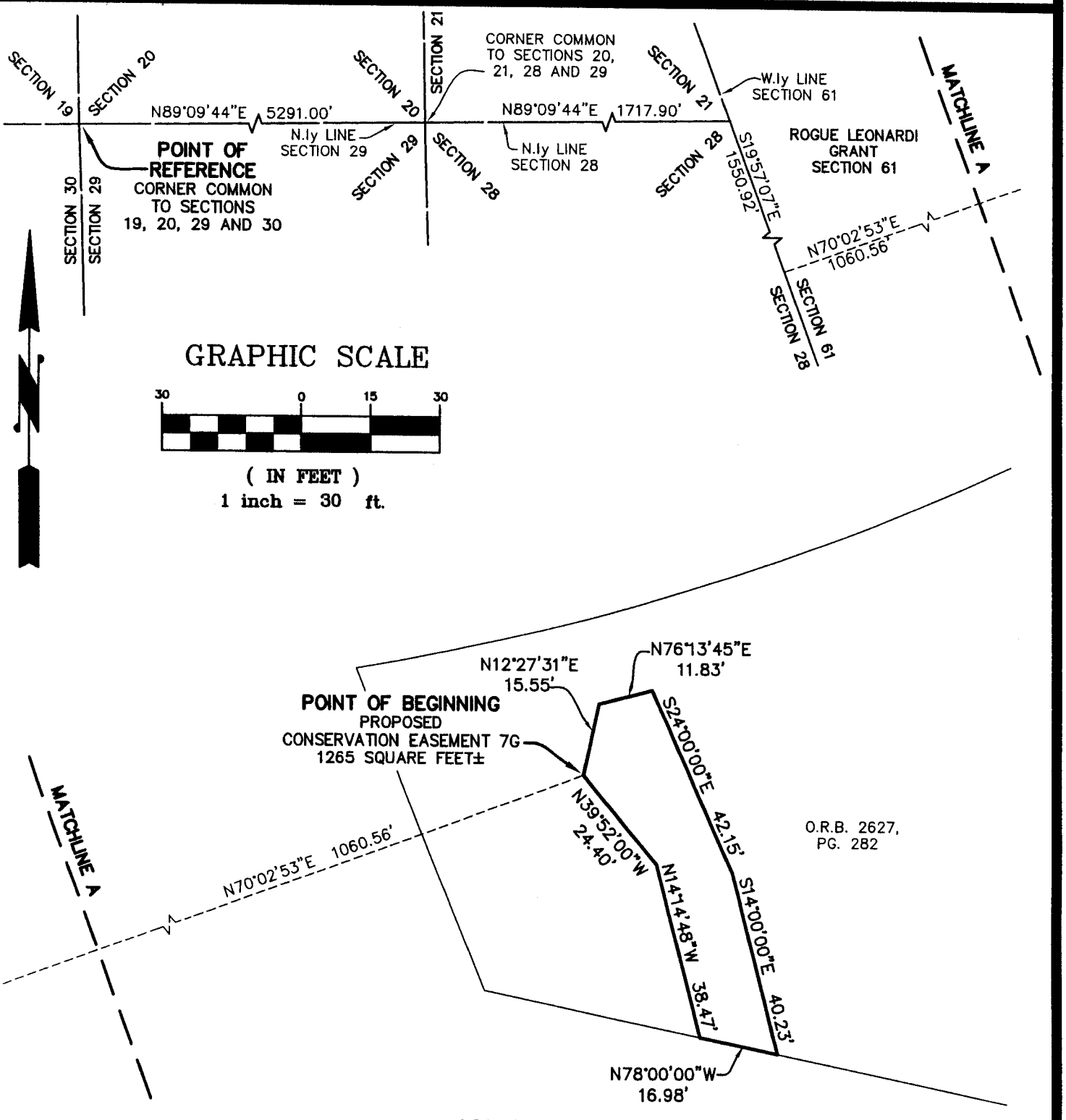
From said Point of Beginning, thence North 12° 27' 31" East, 15.55 feet; thence North 76° 13' 45" East, 11.83 feet; thence South 24° 00' 00" East, 42.15 feet; thence South 14° 00' 00" East, 40.23 feet; thence North 78° 00' 00" West, 16.98 feet; thence North 14° 14' 48" West, 38.47 feet; thence North 39° 52' 00" West, 24.40 feet to the Point of Beginning.

Containing 1265 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 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) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

DATE: FEBRUARY 21, 2007 SCALE: 1"=30'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.001 DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7G.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7H

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 771.98 feet; thence North 70° 02' 53" East, departing said Westerly line, 1089.50 feet to the Point of Beginning.

From said Point of Beginning, thence North 30° 03' 19" East, 34.05 feet; thence North 77° 24' 04" East, 45.74 feet; thence South 76° 07' 31" East, 39.18 feet; thence North 46° 41' 48" East, 23.84 feet; thence North 75° 05' 01" East, 42.55 feet; thence North 52° 03' 07" East, 62.68 feet; thence North 54° 10' 39" East, 52.21 feet; thence South 69° 33' 29" East, 38.65 feet; thence South 49° 15' 06" East, 54.25 feet; thence South 62° 39' 17" East, 36.73 feet; thence South 89° 17' 05" East, 41.74 feet; thence North 73° 43' 21" East, 44.20 feet; thence North 42° 55' 06" East, 36.44 feet; thence South 82° 03' 50" East, 36.63 feet; thence South 27° 29' 18" East, 71.22 feet; thence North 40° 44' 29" East, 21.13 feet; thence South 61° 14' 02" East, 24.66 feet; thence North 40° 32' 06" West, 60.61 feet; thence North 42° 10' 29" East, 34.10 feet; thence North 07° 40' 04" East, 44.19 feet; thence North 25° 18' 36" East, 19.08 feet; thence North 50° 18' 23" East, 44.15 feet; thence North 62° 43' 28" East, 16.19 feet; thence North 16° 50' 19" West, 64.44 feet; thence North 03° 06' 17" East, 37.66 feet; thence North 10° 43' 00" East, 53.46 feet; thence North 22° 50' 51" East, 24.69 feet; thence North 43° 47' 24" East, 41.75 feet; thence North 18° 29' 24" East, 58.19 feet; thence North 22° 04' 29" East, 30.63 feet; thence North 32° 37' 09" East, 42.20 feet; thence South 37° 21' 14" East, 22.06 feet; thence South 47° 36' 23" East, 41.32 feet; thence South 41° 34' 38" East, 17.26 feet; thence South 14° 15' 01" East, 7.52 feet; thence South 18° 25' 50" West, 62.69 feet; thence South 03° 01' 39" East, 90.74 feet; thence South 04° 54' 54" East, 6.53 feet; thence South 30° 00' 00" West, 215.74 feet; thence Due South, 175.00

feet; thence South 34° 00' 00" West, 40.00 feet; thence North 75° 00' 00" West, 60.00 feet; thence North 40° 00' 00" West, 77.61 feet; thence South 82° 00' 00" West, 450.00 feet; thence South 80° 00' 00" West, 18.18 feet; thence South 25° 00' 00" East, 149.11 feet; thence South 17° 00' 00" East, 190.00 feet; thence South 30° 00' 00" East, 130.00 feet; thence Due South, 71.51 feet; thence South 60° 00' 00" West, 25.65 feet; thence North 22° 41' 12" West, 34.47 feet; thence North 65° 51' 58" East, 20.73 feet; thence North 08° 05' 55" West, 37.03 feet; thence North 27° 48' 50" West, 54.97 feet; thence North 27° 11' 17" West, 33.04 feet; thence North 24° 40' 46" West, 23.29 feet; thence North 40° 03' 05" West, 17.31 feet; thence North 21° 04' 40" West, 42.07 feet; thence North 09° 50' 02" West, 33.50 feet; thence North 28° 57' 51" West, 34.19 feet; thence North 04° 10' 00" West, 47.55 feet; thence North 54° 02' 20" West, 33.23 feet; thence North 06° 52' 45" West, 44.51 feet; thence North 30° 45' 20" West, 55.09 feet; thence North 13° 03' 09" West, 22.71 feet; thence North 36° 44' 07" West, 24.54 feet; thence North 00° 52' 07" West, 27.14 feet; thence North 08° 55' 28" West, 48.16 feet; thence North 29° 44' 30" West, 32.59 feet to the Point of Beginning.

Less and Except:

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 986.28 feet; thence North 70° 02' 53" East, departing said Westerly line, 1592.35 feet to the Point of Beginning.

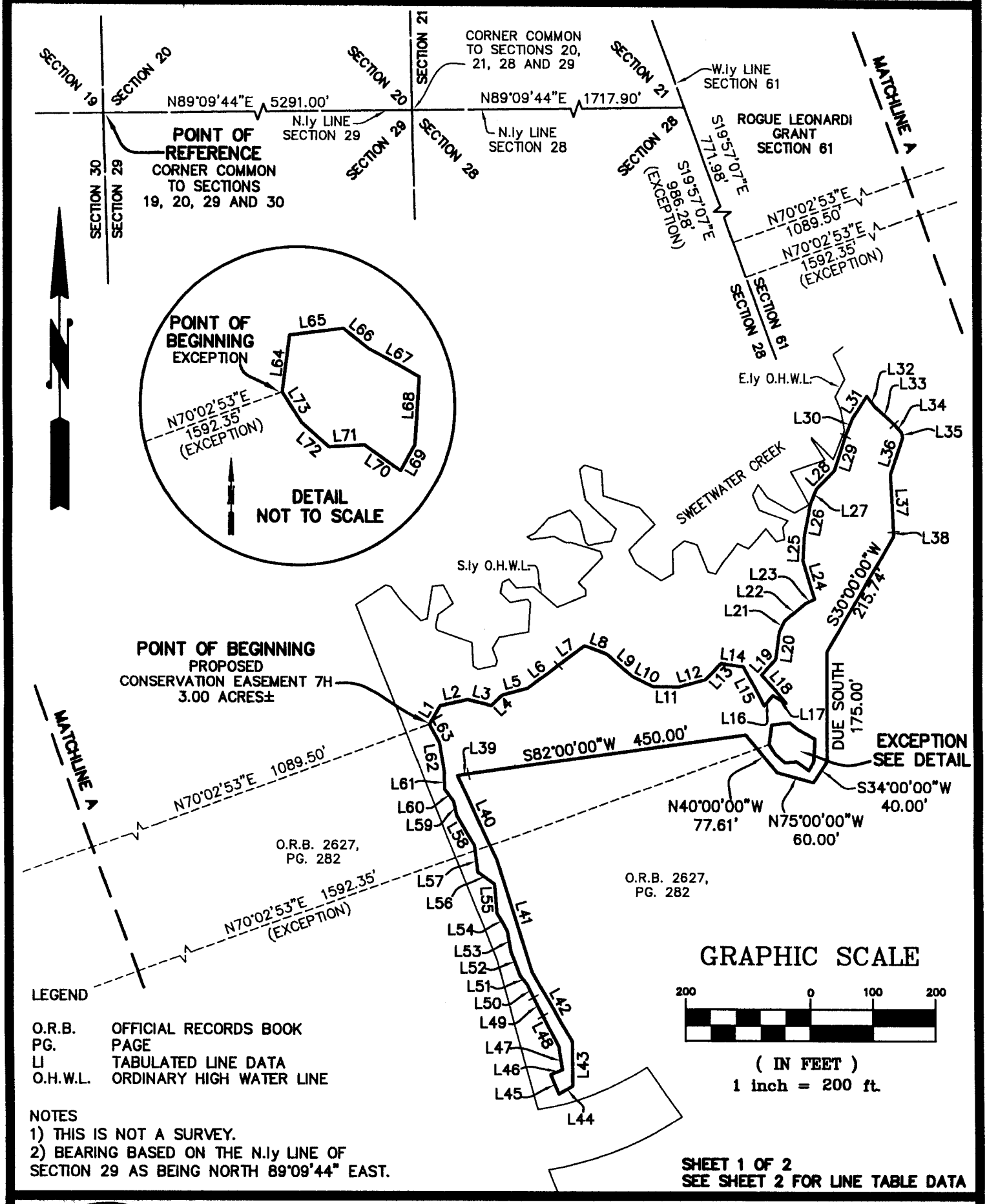
From said Point of Beginning, thence North 07° 17' 17" East, 30.72 feet; thence North 82° 49' 05" East, 29.30 feet; thence South 51° 47' 32" East, 17.38 feet; thence South 61° 12' 06" East, 31.03 feet; thence South 03° 48' 37" West, 36.09 feet; thence South 29° 39' 43" West, 15.79 feet; thence North 55° 22' 27" West, 23.63 feet; thence South 86° 19' 34" West, 19.02 feet; thence North 48° 46' 11" West, 19.90 feet; thence North 32° 35' 27" West, 18.95 feet to the Point of Beginning.

Containing 3.00 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
LI	TABULATED LINE DATA
O.H.W.L.	ORDINARY HIGH WATER LINE

NOTES

1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" EAST.

SHEET 1 OF 2
SEE SHEET 2 FOR LINE TABLE DATA

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

DATE: FEBRUARY 21, 2007 SCALE: 1"=200'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00J DRAWN BY: AMM CAD FILE: I:\S\R\Bali Tract\Palencia North\Phase2\Conservation\Sketches\P2 7H.dwg

PROPOSED
CONSERVATION EASEMENT 7H
3.00 ACRES±

LINE TABLE		
LINE	BEARING	LENGTH
L1	N30°03'19"E	34.05'
L2	N77°24'04"E	45.74'
L3	S76°07'31"E	39.18'
L4	N46°41'48"E	23.84'
L5	N75°05'01"E	42.55'
L6	N52°03'07"E	62.68'
L7	N54°10'39"E	52.21'
L8	S69°33'29"E	38.65'
L9	S49°15'06"E	54.25'
L10	S62°39'17"E	36.73'
L11	S89°17'05"E	41.74'
L12	N73°43'21"E	44.20'
L13	N42°55'06"E	36.44'
L14	S82°03'50"E	36.63'
L15	S27°29'18"E	71.22'
L16	N40°44'29"E	21.13'
L17	S61°14'02"E	24.66'
L18	N40°32'06"W	60.61'
L19	N42°10'29"E	34.10'
L20	N07°40'04"E	44.19'
L21	N25°18'36"E	19.08'
L22	N50°18'23"E	44.15'
L23	N62°43'28"E	16.19'
L24	N16°50'19"W	64.44'
L25	N03°06'17"E	37.66'
L26	N10°43'00"E	53.46'
L27	N22°50'51"E	24.69'
L28	N43°47'24"E	41.75'
L29	N18°29'24"E	58.19'
L30	N22°04'29"E	30.63'
L31	N32°37'09"E	42.20'
L32	S37°21'14"E	22.06'
L33	S47°36'23"E	41.32'
L34	S41°34'38"E	17.26'
L35	S14°15'01"E	7.52'
L36	S18°25'50"W	62.69'

LINE TABLE		
LINE	BEARING	LENGTH
L37	S03°01'39"E	90.74'
L38	S04°54'54"E	6.53'
L39	S80°00'00"W	18.18'
L40	S25°00'00"E	149.11'
L41	S17°00'00"E	190.00'
L42	S30°00'00"E	130.00'
L43	DUE SOUTH	71.51'
L44	S60°00'00"W	25.65'
L45	N22°41'12"W	34.47'
L46	N65°51'58"E	20.73'
L47	N08°05'55"W	37.03'
L48	N27°48'50"W	54.97'
L49	N27°11'17"W	33.04'
L50	N24°40'46"W	23.29'
L51	N40°03'05"W	17.31'
L52	N21°04'40"W	42.07'
L53	N09°50'02"W	33.50'
L54	N28°57'51"W	34.19'
L55	N04°10'00"W	47.55'
L56	N54°02'20"W	33.23'
L57	N06°52'45"W	44.51'
L58	N30°45'20"W	55.09'
L59	N13°03'09"W	22.71'
L60	N36°44'07"W	24.54'
L61	N00°52'07"W	27.14'
L62	N08°55'28"W	48.16'
L63	N29°44'30"W	32.59'
L64	N07°17'17"E	30.72'
L65	N82°49'05"E	29.30'
L66	S51°47'32"E	17.38'
L67	S61°12'06"E	31.03'
L68	S03°48'37"W	36.09'
L69	S29°39'43"W	15.79'
L70	N55°22'27"W	23.63'
L71	S86°19'34"W	19.02'
L72	N48°46'11"W	19.90'
L73	N32°35'27"W	18.95'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00J DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7H.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7I

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 733.44 feet; thence North 70° 02' 53" East, departing said Westerly line, 1903.38 feet to the Point of Beginning.

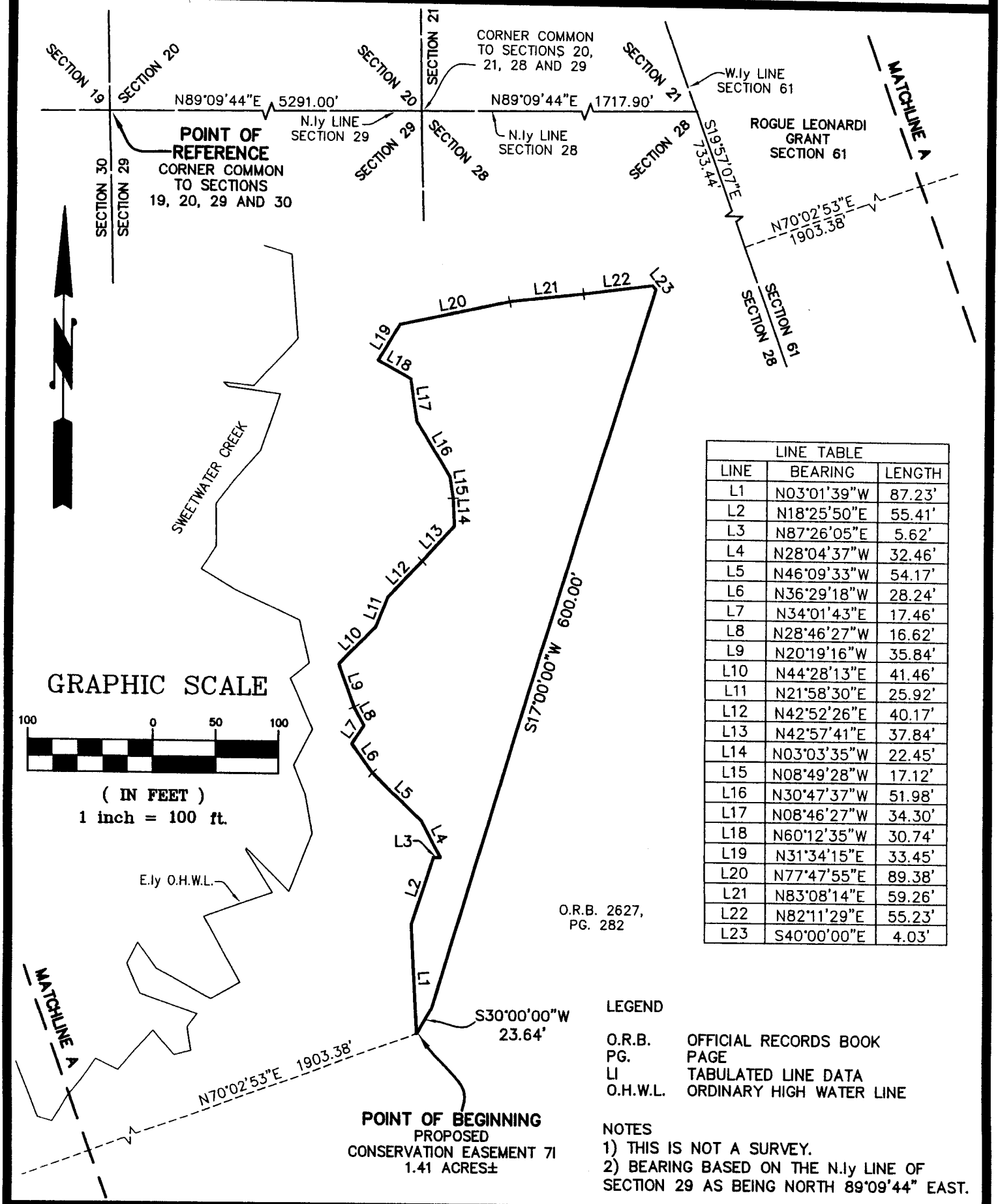
From said Point of Beginning, thence North 03° 01' 39" West, 87.23 feet; thence North 18° 25' 50" East, 55.41 feet; thence North 87° 26' 05" East, 5.62 feet; thence North 28° 04' 37" West, 32.46 feet; thence North 46° 09' 33" West, 54.17 feet; thence North 36° 29' 18" West, 28.24 feet; thence North 34° 01' 43" East, 17.46 feet; thence North 28° 46' 27" West, 16.62 feet; thence North 20° 19' 16" West, 35.84 feet; thence North 44° 28' 13" East, 41.46 feet; thence North 21° 58' 30" East, 25.92 feet; thence North 42° 52' 26" East, 40.17 feet; thence North 42° 57' 41" East, 37.84 feet; thence North 03° 03' 35" West, 22.45 feet; thence North 08° 49' 28" West, 17.12 feet; thence North 30° 47' 37" West, 51.98 feet; thence North 08° 46' 27" West, 34.30 feet; thence North 60° 12' 35" West, 30.74 feet; thence North 31° 34' 15" East, 33.45 feet; thence North 77° 47' 55" East, 89.38 feet; thence North 83° 08' 14" East, 59.26 feet; thence North 82° 11' 29" East, 55.23 feet; thence South 40° 00' 00" East, 4.03 feet; thence South 17° 00' 00" West, 600.00 feet; thence South 30° 00' 00" West, 23.64 feet to the Point of Beginning.

Containing 1.41 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



GRAPHIC SCALE

100 0 50 100

(IN FEET)

1 inch = 100 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°01'39"W	87.23'
L2	N18°25'50"E	55.41'
L3	N87°26'05"E	5.62'
L4	N28°04'37"W	32.46'
L5	N46°09'33"W	54.17'
L6	N36°29'18"W	28.24'
L7	N34°01'43"E	17.46'
L8	N28°46'27"W	16.62'
L9	N20°19'16"W	35.84'
L10	N44°28'13"E	41.46'
L11	N21°58'30"E	25.92'
L12	N42°52'26"E	40.17'
L13	N42°57'41"E	37.84'
L14	N03°03'35"W	22.45'
L15	N08°49'28"W	17.12'
L16	N30°47'37"W	51.98'
L17	N08°46'27"W	34.30'
L18	N60°12'35"W	30.74'
L19	N31°34'15"E	33.45'
L20	N77°47'55"E	89.38'
L21	N83°08'14"E	59.26'
L22	N82°11'29"E	55.23'
L23	S40°00'00"E	4.03'

LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
LI	TABULATED LINE DATA
O.H.W.L.	ORDINARY HIGH WATER LINE

NOTES

1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

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

DATE: FEBRUARY 21, 2007 SCALE: 1"=100'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00K DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7I.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 7J

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence North 19° 57' 07" West, departing said Northerly line and along said Westerly line, 314.34 feet; thence North 70° 02' 53" East, departing said Westerly line, 2312.91 feet to the Point of Beginning.

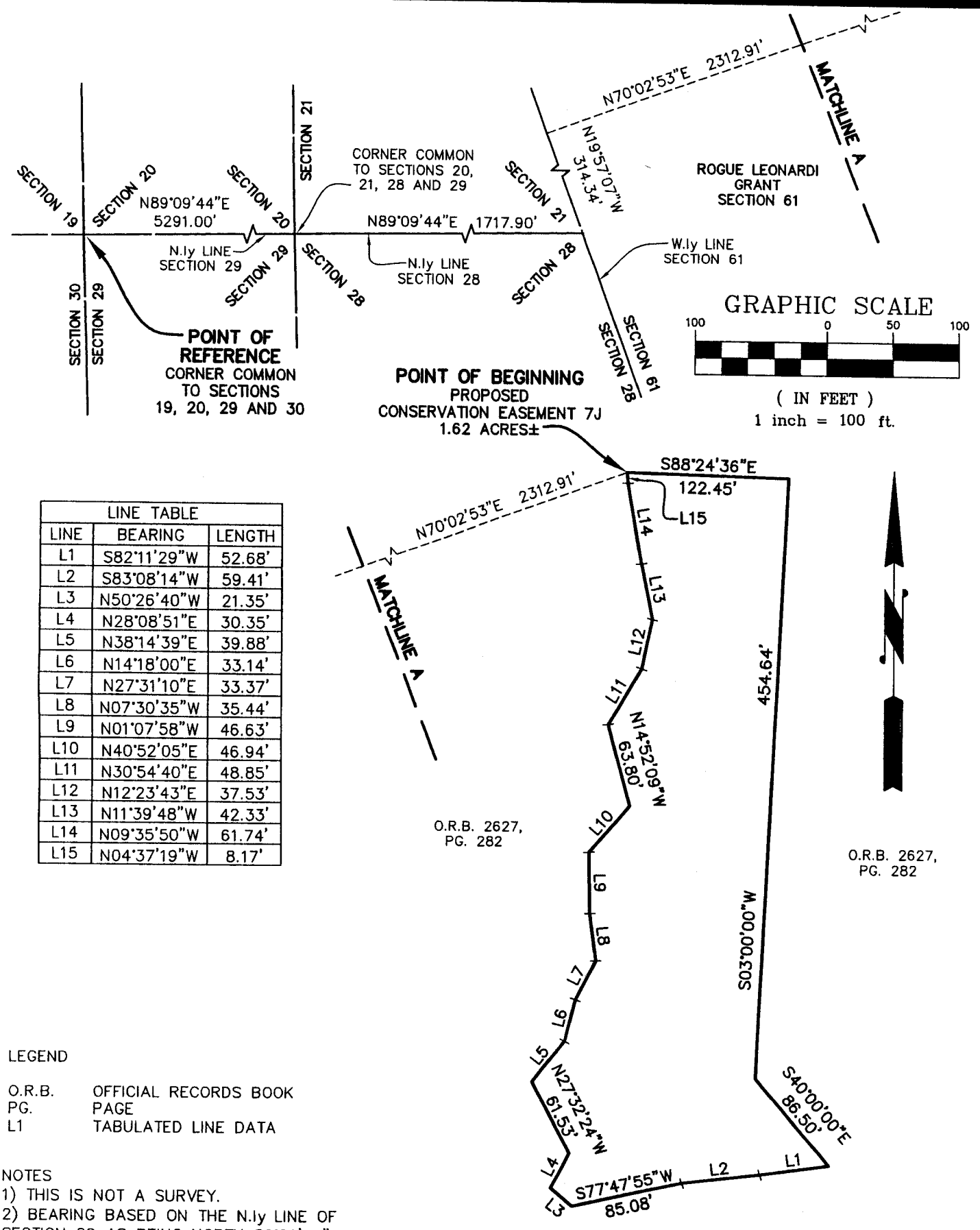
From said Point of Beginning, thence South 88° 24' 36" East, 122.45 feet; thence South 03° 00' 00" West, 454.64 feet; thence South 40° 00' 00" East, 86.50 feet; thence South 82° 11' 29" West, 52.68 feet; thence South 83° 08' 14" West, 59.41 feet; thence South 77° 47' 55" West, 85.08 feet; thence North 50° 26' 40" West, 21.35 feet; thence North 28° 08' 51" East, 30.35 feet; thence North 27° 32' 24" West, 61.53 feet; thence North 38° 14' 39" East, 39.88 feet; thence North 14° 18' 00" East, 33.14 feet; thence North 27° 31' 10" East, 33.37 feet; thence North 07° 30' 35" West, 35.44 feet; thence North 01° 07' 58" West, 46.63 feet; thence North 40° 52' 05" East, 46.94 feet; thence North 14° 52' 09" West, 63.80 feet; thence North 30° 54' 40" East, 48.85 feet; thence North 12° 23' 43" East, 37.53 feet; thence North 11° 39' 48" West, 42.33 feet; thence North 09° 35' 50" West, 61.74 feet; thence North 04° 37' 19" West, 8.17 feet to the Point of Beginning.

Containing 1.62 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°11'29"W	52.68'
L2	S83°08'14"W	59.41'
L3	N50°26'40"W	21.35'
L4	N28°08'51"E	30.35'
L5	N38°14'39"E	39.88'
L6	N14°18'00"E	33.14'
L7	N27°31'10"E	33.37'
L8	N07°30'35"W	35.44'
L9	N01°07'58"W	46.63'
L10	N40°52'05"E	46.94'
L11	N30°54'40"E	48.85'
L12	N12°23'43"E	37.53'
L13	N11°39'48"W	42.33'
L14	N09°35'50"W	61.74'
L15	N04°37'19"W	8.17'

LEGEND

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

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

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

DATE: FEBRUARY 21, 2007 SCALE: 1"=100'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00L DRAWN BY: JDE CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 7J.dwg

Public Records of St. Johns County, FL Clerk # 2007059099, O.R. 2975 PG 305,
08/30/2007 at 01:24 PM REC. $49.00 SUR. $54.50 Doc. D $.70

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 ____ day of _____, 200___, by **INTERVEST CONSTRUCTION OF JAX, INC.**, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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, FL 32177-2529 ("Grantee").

W I T N E S S E T H:

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. 4-109-71374-11 (the "Permit") 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. Notwithstanding the foregoing sentence, Grantor is authorized to remove noxious or exotic invasive plant species and dead trees with the Grantee's prior written approval.

(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

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

(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.

10. Consent of Mortgagee. The consent of the party holding a mortgage encumbering the Property is attached hereto.

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:

Joanne Schmieder
(Print Name) JOANNE SCHMIEDER

Veronica Berrios
(Print Name) Veronica Berrios

Intervest Construction of Jax, Inc.

By: _____
Name: Charlene B. Irland
Title: Vice President

Date: April 10, 2007

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

The foregoing instrument was acknowledged before me this 10th day of April, 2007, by Charlene B. Irland as Vice President of Intervest Construction of Jax, Inc., a Florida Corp, on behalf of the corporation.

Teri L. Hansen
(Print Name Teri L. Hansen)
NOTARY PUBLIC
State of Florida at Large
Commission # _____

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

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, **NATIONAL CITY BANK,** a national banking association, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, in favor of Mortgagee, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by Mortgagee to Branch Banking & Trust Company, a North Carolina banking corporation pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Conservation Easement) to the Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 21st day of August, 2007.

Witnesses:

Name: JOANNE SCHMIEDER

Printed Name: Teri L. Hansen

Mortgagee:

NATIONAL CITY BANK, a national Printed banking association

By:

Printed Name: Robin A. Carr

Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of August, 2007, by Robin A. Carr as Sr. Vice President of **NATIONAL CITY BANK,** a national banking association, who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8th day of August, 2007.

Witnesses:

Printed Name: Debra G. Cain

Printed Name: Debra K Hamilton

Mortgagee:

BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation

By: John R. Lamb

Printed Name John R. Lamb

Its: Senior Vice President

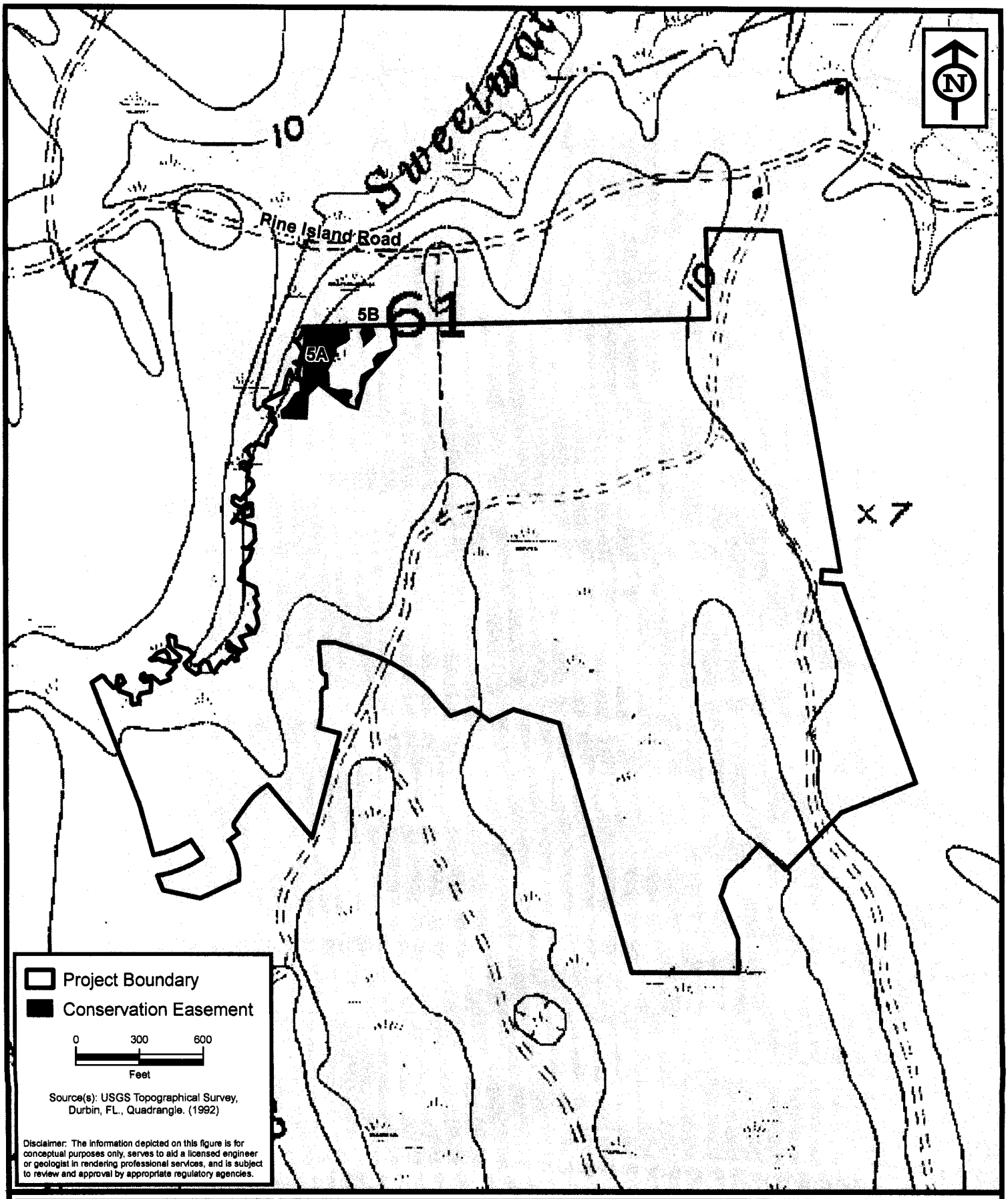
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8th day of August, 2007, by John R. Lamb as Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, who did not take an oath.

DEBRA G. CAIN
Notary Public - State of Florida
My Commission Expires Mar 17, 2011
Commission # DD 640884
Bonded Through National Notary Assn.

Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.



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

Conservation Easement Map

Palencia North Phase II - C2

St. Johns County, Florida

Project:	EJ05496.01
Date:	Feb. 2007
Drwn/Chkd:	BM/JRN
Figure:	1

File: Q:\2005_Projects\EJ05496.01\Maps\Fig-1_Conservation_Easements.mxd Printed: 8:44 am 02/27/2007

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

February 23, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 5A

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence North 54° 58' 44" East, departing said Northerly line, 2643.53 feet to a point lying on the Easterly Mean High Water Line of Sweetwater Creek; thence North 88° 36' 45" East, along the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 of said public records, 7.15 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 88° 36' 45" East, along said Southerly line of those lands of Official Records Book 1291, page 930, a distance of 214.01 feet; thence South 05° 09' 39" East, departing said Southerly line, 60.99 feet; thence South 46° 53' 27" West, 21.02 feet; thence South 61° 57' 08" West, 54.48 feet; thence South 09° 43' 37" West, 40.39 feet; thence South 24° 10' 11" West, 43.39 feet; thence South 31° 37' 33" West, 35.03 feet; thence South 39° 16' 12" East, 14.37 feet; thence South 00° 53' 40" West, 64.57 feet; thence South 71° 30' 52" East, 42.47 feet; thence North 80° 40' 45" East, 32.38 feet; thence South 76° 40' 58" East, 36.13 feet; thence South 05° 46' 15" East, 27.26 feet; thence South 48° 15' 25" West, 22.62 feet; thence South 05° 25' 02" East, 19.49 feet; thence South 63° 24' 43" East, 33.91 feet; thence North 08° 15' 44" West, 34.47 feet; thence North 25° 59' 35" East, 23.04 feet; thence North 31° 28' 04" East, 24.54 feet; thence North 04° 13' 55" West, 38.86 feet; thence North 14° 02' 02" East, 36.88 feet; thence North 57° 55' 31" East, 51.05 feet; thence North 66° 01' 35" East, 21.32 feet; thence North 11° 36' 03" West, 38.65 feet; thence North 39° 38' 58" East, 35.45 feet; thence North 70° 47' 57" East, 43.03 feet; thence North 72° 02' 18" East, 20.58 feet; thence North 41° 41' 41" East, 22.48 feet; thence North 17° 36' 50" West, 47.01 feet; thence North 03° 31' 19" East, 50.55 feet to a point lying on said Southerly line of those lands of Official Records Book 1291, page

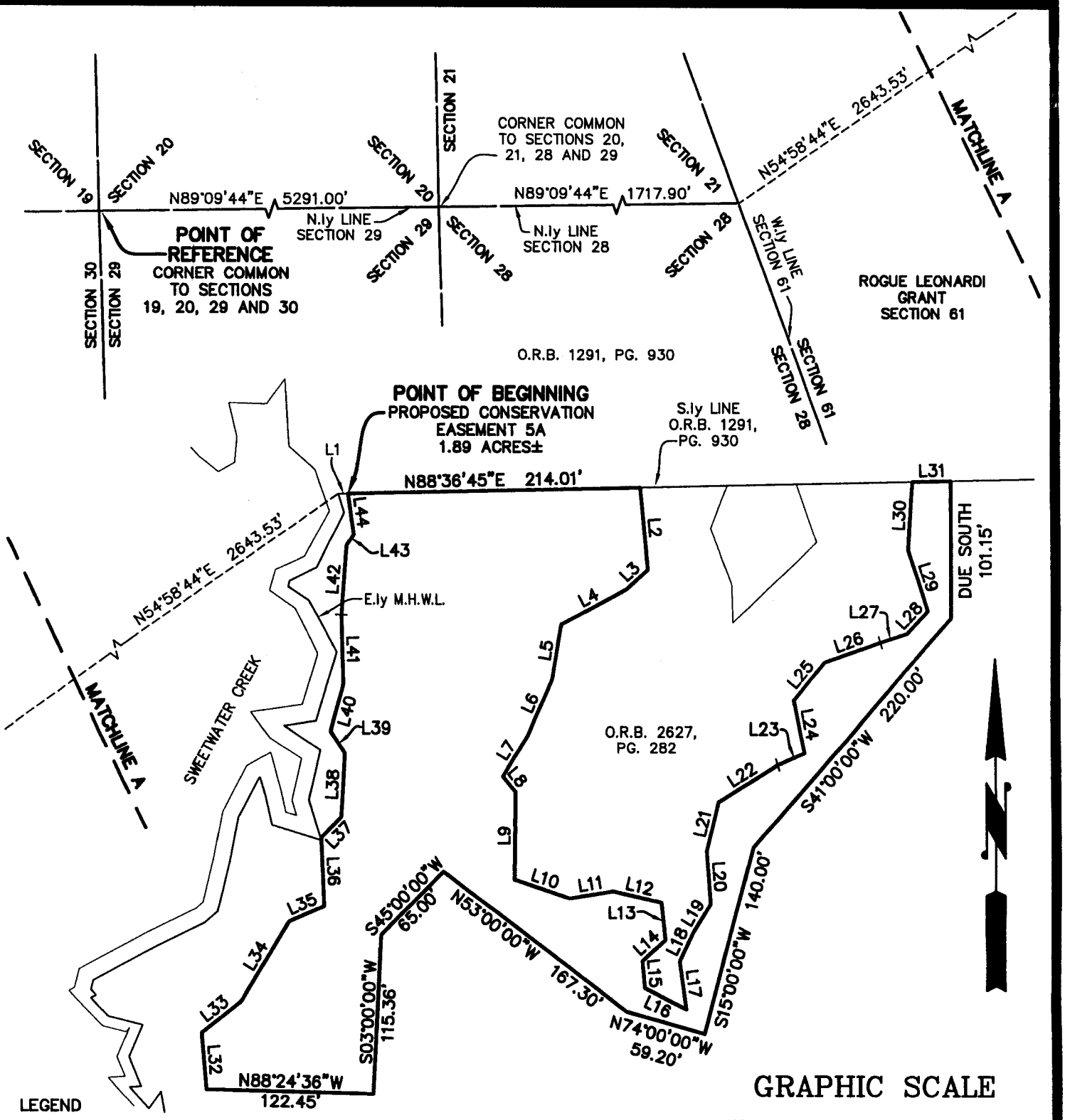
930; thence North 88° 36' 45" East, along said Southerly line, 28.07 feet; thence Due South, departing said Southerly line, 101.15 feet; thence South 41° 00' 00" West, 220.00 feet; thence South 15° 00' 00" West, 140.00 feet; thence North 74° 00' 00" West, 59.20 feet; thence North 53° 00' 00" West, 167.30 feet; thence South 45° 00' 00" West, 65.00 feet; thence South 03° 00' 00" West, 115.36 feet; thence North 88° 24' 36" West, 122.45 feet; thence North 04° 37' 19" West, 41.38 feet; thence North 51° 44' 57" East, 37.02 feet; thence North 31° 39' 51" East, 67.20 feet; thence North 66° 29' 10" East, 27.96 feet; thence North 02° 07' 34" West, 50.27 feet; thence North 43° 51' 23" East, 21.35 feet; thence North 03° 29' 52" East, 46.26 feet; thence North 33° 06' 45" West, 19.28 feet; thence North 16° 11' 10" East, 34.74 feet; thence North 01° 35' 45" West, 49.79 feet; thence North 04° 21' 25" East, 51.08 feet; thence North 35° 10' 02" East, 9.48 feet; thence North 08° 02' 13" West, 30.56 feet to the Point of Beginning.

Containing 1.89 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
L1	TABULATED LINE DATA
M.H.W.L.	MEAN HIGH WATER LINE

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" EAST.

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

SHEET 1 OF 2
SEE SHEET 2 FOR LINE TABLE DATA

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

DATE: FEBRUARY 23, 2007 SCALE: 1"=100'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00M DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 5A.dwg

PROPOSED CONSERVATION EASEMENT 5A
1.89 ACRES±

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°36'45"E	7.15'
L2	S05°09'39"E	60.99'
L3	S46°53'27"W	21.02'
L4	S61°57'08"W	54.48'
L5	S09°43'37"W	40.39'
L6	S24°10'11"W	43.39'
L7	S31°37'33"W	35.03'
L8	S39°16'12"E	14.37'
L9	S00°53'40"W	64.57'
L10	S71°30'52"E	42.47'
L11	N80°40'45"E	32.38'
L12	S76°40'58"E	36.13'
L13	S05°46'15"E	27.26'
L14	S48°15'25"W	22.62'
L15	S05°25'02"E	19.49'
L16	S63°24'43"E	33.91'
L17	N08°15'44"W	34.47'
L18	N25°59'35"E	23.04'
L19	N31°28'04"E	24.54'
L20	N04°13'55"W	38.86'
L21	N14°02'02"E	36.88'
L22	N57°55'31"E	51.05'
L23	N66°01'35"E	21.32'
L24	N11°36'03"W	38.65'
L25	N39°38'58"E	35.45'
L26	N70°47'57"E	43.03'
L27	N72°02'18"E	20.58'
L28	N41°41'41"E	22.48'
L29	N17°36'50"W	47.01'
L30	N03°31'19"E	50.55'
L31	N88°36'45"E	28.07'
L32	N04°37'19"W	41.38'
L33	N51°44'57"E	37.02'
L34	N31°39'51"E	67.20'
L35	N66°29'10"E	27.96'
L36	N02°07'34"W	50.27'
L37	N43°51'23"E	21.35'
L38	N03°29'52"E	46.26'
L39	N33°06'45"W	19.28'
L40	N16°11'10"E	34.74'
L41	N01°35'45"W	49.79'
L42	N04°21'25"E	51.08'
L43	N35°10'02"E	9.48'
L44	N08°02'13"W	30.56'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00M DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 5A.dwg

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

February 23, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 5B

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence North 54° 58' 44" East, departing said Northerly line, 2643.53 feet to a point lying on the Easterly Mean High Water Line of Sweetwater Creek; thence North 88° 36' 45" East, along the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 of said public records, 284.69 feet to the Point of Beginning.

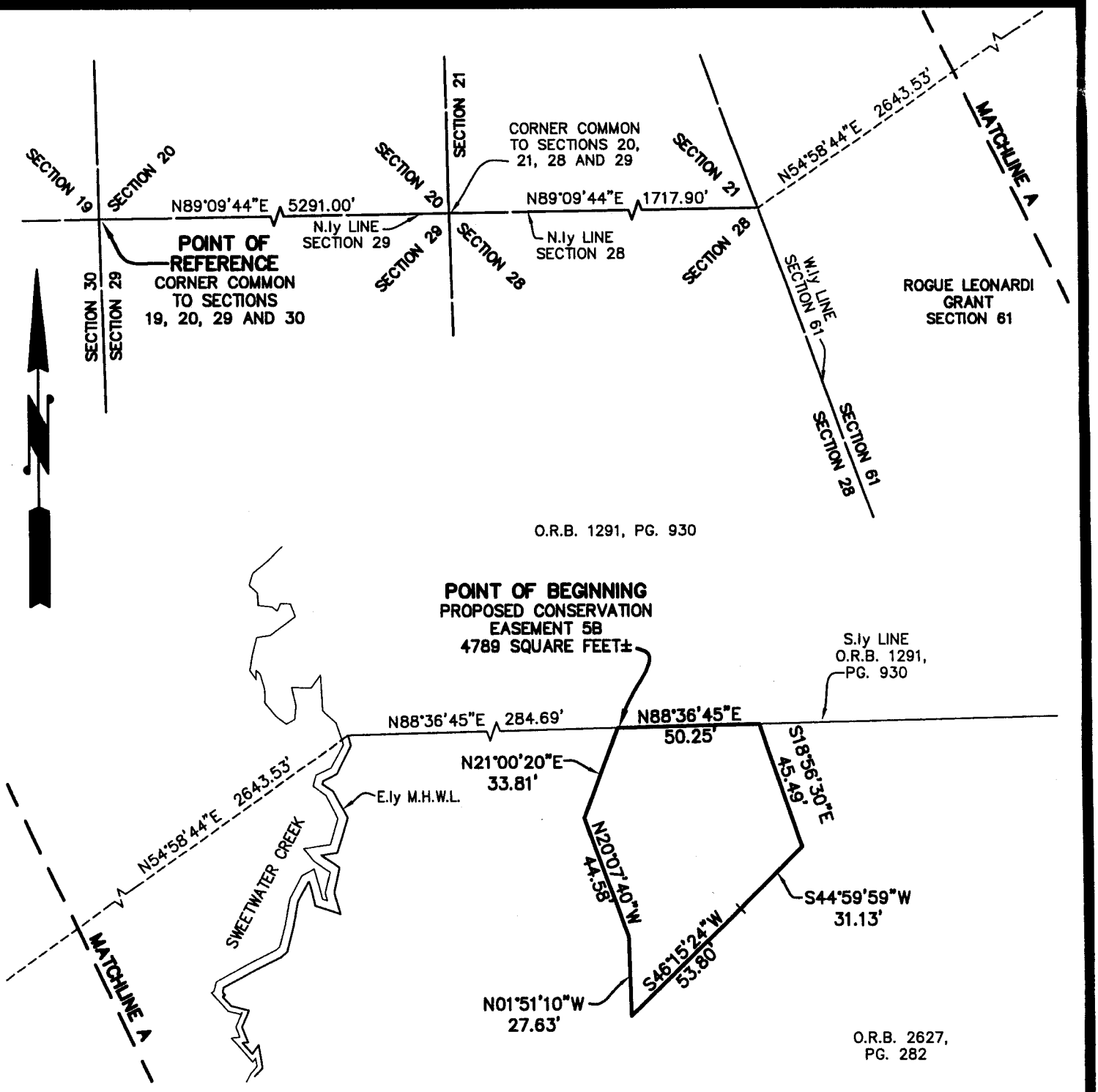
From said Point of Beginning, thence continue North 88° 36' 45" East, along said Southerly line of those lands of Official Records Book 1291, page 930, a distance of 50.25 feet; thence South 18° 56' 30" East, departing said Southerly line, 45.49 feet; thence South 44° 59' 59" West, 31.13 feet; thence South 46° 15' 24" West, 53.80 feet; thence North 01° 51' 10" West, 27.63 feet; thence North 20° 07' 40" West, 44.58 feet; thence North 21° 00' 20" East, 33.81 feet to the Point of Beginning.

Containing 4789 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
M.H.W.L.	MEAN HIGH WATER LINE

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" EAST.

GRAPHIC SCALE

50 0 25 50

(IN FEET)
1 inch = 50 ft.

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

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

DATE: FEBRUARY 23, 2007 SCALE: 1"=50'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00N DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 5B.dwg

Public Records of St. Johns County, FL Clerk # 2007059098, O.R. 2975 PG 287,
08/30/2007 at 01:24 PM REC. $73.00 SUR. $81.50 Doc. D $.70

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 ____ day of _____, 200___, by **INTERVEST CONSTRUCTION OF JAX, INC.**, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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, FL 32177-2529 ("Grantee").

W I T N E S S E T H:

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 (the "Permit") 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. Notwithstanding the foregoing sentence, Grantor is authorized to remove noxious or exotic invasive plant species and dead trees with the Grantee's prior written approval.

(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

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

(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.

10. Consent of Mortgagee. The consent of the party holding a mortgage encumbering the Property is attached hereto.

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:

Joanne Schmieder
(Print Name) JOANNE SCHMIEDER

Veronica Barrios
(Print Name) Veronica Barrios

Intervest Construction of Jax, Inc.

By: _____
Name: Charlene B. Irland
Title: Vice President

Date: April 10, 2007

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

The foregoing instrument was acknowledged before me this 10th day of April, 2007, by Charlene B. Irland as Vice President of Intervest Construction of Jax, Inc., a Florida Corp., on behalf of the corporation.

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Teri L. Hansen
(Print Name Teri L. Hansen)
NOTARY PUBLIC
State of Florida at Large
Commission # _____

My Commission Expires:

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

Type of Identification Produced

_____
_____

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **NATIONAL CITY BANK,** a national banking association, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, in favor of Mortgagee, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by Mortgagee to Branch Banking & Trust Company, a North Carolina banking corporation pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby consents and joins in the foregoing Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Conservation Easement) to the Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 21st day of August, 2007.

Witnesses:

Joanne Schmieder

Name: JOANNE SCHMIEDER

Teri L. Hansen

Printed Name: Teri L. Hansen

Mortgagee:

NATIONAL CITY BANK, a national Printed banking association

By: Robin A. Carr

Printed Name: Robin A. Carr

Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of August, 2007, by Robin A. Carr as Sr. Vice President of **NATIONAL CITY BANK**, a national banking association, who did not take an oath.

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Teri L. Hansen

Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8th day of August, 2007.

Witnesses:

Debra G. Cain
Printed Name: Debra G. Cain

Debra K Hamilton
Printed Name: Debra K Hamilton

Mortgagee:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: John R. Lamb
Printed Name John R. Lamb
Its: Senior Vice President

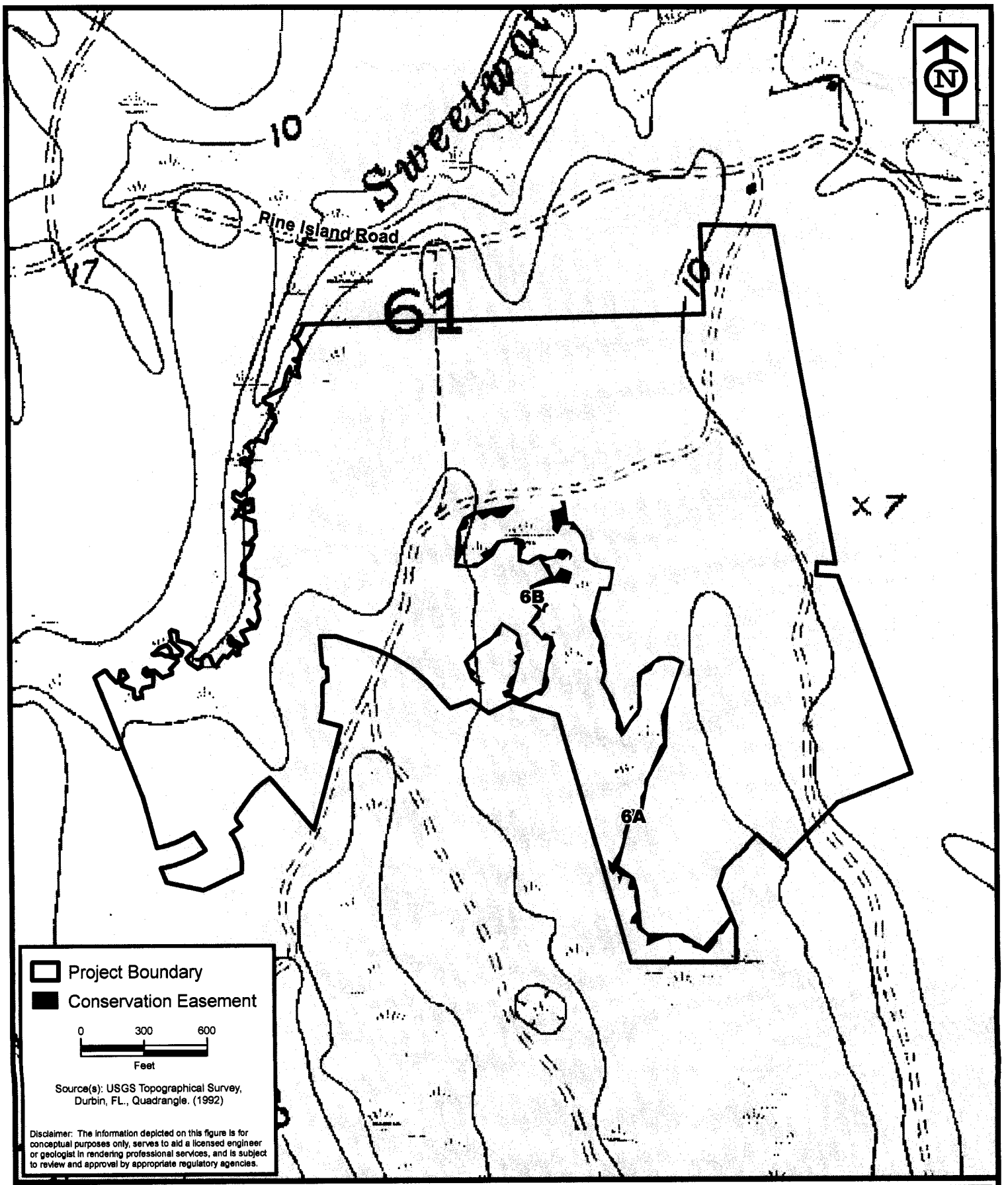
STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8th day of August, 2007, by John R. Lamb as Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, who did not take an oath.

DEBRA G. CAIN
Notary Public - State of Florida
My Commission Expires Mar 17, 2011
Commission # DD 646694
Bonded Through National Notary Assn.

Debra G. Cain
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.



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

Conservation Easement Map

Palencia North Phase II - C2

St. Johns County, Florida

Project:	EJ05496.01
Date:	Feb. 2007
Drwn/Chkd:	BM/JRN
Figure:	1

File: Q:\2005_Projects\EJ05496.01\Maps\Fig-1_Conservation_Easements.mxd Printed: 8:44 am 02/27/2007

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 6A

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 634.10 feet; thence North 70° 02' 53" East, departing said Westerly line, 3336.45 feet to the Point of Beginning.

From said Point of Beginning, thence North 06° 34' 55" East, 26.17 feet; thence North 08° 40' 58" West, 33.76 feet; thence North 11° 33' 39" West, 23.84 feet; thence North 77° 58' 03" East, 37.71 feet; thence North 57° 32' 06" East, 22.89 feet; thence North 17° 24' 36" West, 29.49 feet; thence Due East, 22.64 feet; thence South 08° 00' 00" East, 100.35 feet; thence Due East, 27.00 feet; thence South 38° 00' 00" East, 80.00 feet; thence South 15° 00' 00" East, 60.00 feet; thence South 05° 00' 00" East, 55.00 feet; thence South 60° 00' 00" East, 55.00 feet; thence South 80° 00' 00" East, 75.00 feet; thence South 10° 00' 00" West, 114.00 feet; thence Due West, 45.00 feet; thence South 14° 00' 00" West, 127.07 feet; thence South 19° 00' 00" East, 125.00 feet; thence South 05° 00' 00" East, 144.63 feet; thence South 13° 00' 00" West, 51.90 feet; thence South 30° 00' 00" East, 90.00 feet; thence South 18° 00' 00" East, 150.00 feet; thence North 36° 00' 00" East, 110.00 feet; thence Due North, 175.00 feet; thence North 53° 00' 00" East, 130.00 feet; thence Due East, 75.00 feet; thence South 58° 00' 00" East, 52.52 feet; thence South 22° 00' 00" West, 28.64 feet; thence South 20° 00' 00" West, 192.50 feet; thence South 03° 31' 19" West, 114.75 feet; thence Due South, 78.30 feet; thence South 29° 00' 00" West, 181.67 feet; thence South 11° 00' 00" West, 149.29 feet; thence South 50° 00' 00" West, 76.26 feet; thence South 15° 00' 00" West, 224.52 feet; thence South 53° 00' 00" East, 93.42 feet; thence South 15° 00' 00" East, 68.20 feet; thence South 05° 00' 00" East, 171.58 feet; thence South 48° 00' 00" East, 42.56 feet; thence Due East, 160.00 feet; thence South 58° 00' 00" East, 115.00 feet; thence North 42° 00' 00" East,

196.28 feet; thence South 22° 00' 00" East, 30.15 feet; thence South 63° 13' 13" West, 18.13 feet; thence South 32° 44' 39" West, 59.56 feet; thence South 75° 28' 20" West, 24.80 feet; thence South 05° 33' 54" West, 29.25 feet; thence South 36° 27' 59" West, 44.65 feet; thence South 42° 52' 24" West, 29.98 feet; thence North 62° 56' 34" West, 37.57 feet; thence North 70° 34' 24" West, 37.76 feet; thence North 12° 58' 41" West, 17.28 feet; thence North 83° 11' 03" West, 37.15 feet; thence North 47° 48' 07" West, 39.67 feet; thence South 87° 37' 03" West, 59.32 feet; thence South 68° 30' 38" West, 48.36 feet; thence South 64° 20' 36" West, 52.45 feet; thence North 08° 59' 19" East, 16.92 feet; thence North 02° 58' 58" East, 30.39 feet; thence North 53° 56' 28" West, 52.22 feet; thence North 18° 18' 57" West, 30.84 feet; thence North 86° 37' 23" West, 28.98 feet; thence North 16° 58' 38" East, 31.12 feet; thence North 40° 45' 05" East, 36.43 feet; thence North 09° 11' 17" West, 75.76 feet; thence North 09° 12' 23" East, 27.37 feet; thence North 89° 27' 20" West, 28.20 feet; thence North 16° 35' 09" West, 15.97 feet; thence North 15° 12' 56" East, 39.18 feet; thence North 69° 34' 35" West, 38.63 feet; thence South 20° 53' 10" West, 42.87 feet; thence North 12° 22' 06" West, 37.02 feet; thence North 68° 20' 38" East, 11.89 feet; thence North 38° 46' 21" West, 29.71 feet; thence South 35° 40' 01" West, 23.62 feet; thence North 35° 23' 59" West, 29.71 feet; thence North 08° 45' 39" West, 48.00 feet; thence South 52° 07' 18" East, 26.03 feet; thence North 30° 36' 16" East, 66.09 feet; thence North 17° 24' 41" East, 24.72 feet; thence North 18° 03' 45" East, 29.26 feet; thence North 04° 54' 20" East, 38.62 feet; thence North 17° 50' 41" East, 68.81 feet; thence North 39° 25' 19" West, 11.00 feet; thence North 32° 13' 19" East, 43.67 feet; thence South 82° 03' 29" East, 40.58 feet; thence North 12° 27' 44" East, 17.31 feet; thence North 03° 05' 21" East, 49.13 feet; thence North 29° 29' 34" East, 33.98 feet; thence North 03° 41' 35" East, 51.88 feet; thence North 30° 47' 11" East, 48.55 feet; thence North 21° 09' 20" East, 41.93 feet; thence North 23° 09' 56" East, 47.57 feet; thence North 18° 41' 05" East, 32.89 feet; thence North 41° 26' 21" East, 31.38 feet; thence North 08° 29' 36" West, 23.95 feet; thence North 01° 53' 20" West, 47.70 feet; thence North 07° 32' 30" West, 53.11 feet; thence North 22° 31' 40" East, 40.62 feet; thence North 22° 35' 33" East, 74.86 feet; thence North 18° 19' 41" East, 49.02 feet; thence North 20° 15' 00" East, 43.59 feet; thence North 18° 34' 23" East, 58.35 feet; thence North 63° 16' 26" West, 16.01 feet; thence North 65° 46' 18" West, 25.09 feet; thence South 89° 16' 29" West, 37.91 feet; thence South 69° 32' 29" West, 44.68 feet; thence South 29° 39' 37" West, 39.67 feet; thence South 64° 20' 35" West, 47.32 feet; thence South 11° 04' 47" West, 36.45 feet; thence South 01° 59' 33" West, 45.67 feet; thence South 06° 19' 31" East, 56.48 feet; thence South 05° 11' 38" West, 18.84 feet; thence South 20° 52' 18" West, 38.29 feet; thence South 42° 11' 54" West, 53.36 feet; thence South 30° 36' 44" West, 53.29 feet; thence South 45° 51' 16" West, 25.76 feet; thence North 34° 44' 30" West, 47.36 feet; thence North 00° 10' 14" West, 67.48 feet; thence North 25° 53' 02" West, 59.47 feet; thence North 16° 41' 06" West, 42.54 feet; thence North 31° 08' 07" West, 67.53 feet; thence North 12° 45' 41" East, 61.57 feet; thence North 16° 17' 22" West, 45.06 feet; thence North 14° 37' 47" East, 14.91 feet; thence North 22° 12' 15" West, 37.84 feet; thence North 12° 14' 09" East, 48.80 feet; thence North 33° 27' 29" West, 53.53 feet; thence North 17° 38' 45" West, 42.67 feet; thence North 06° 32' 44" East, 37.72 feet; thence North 13° 10' 22" East, 41.92 feet; thence North 11° 11' 12" East, 34.25 feet; thence North 18° 50' 22" East, 52.02 feet; thence North 11° 33' 28" East,

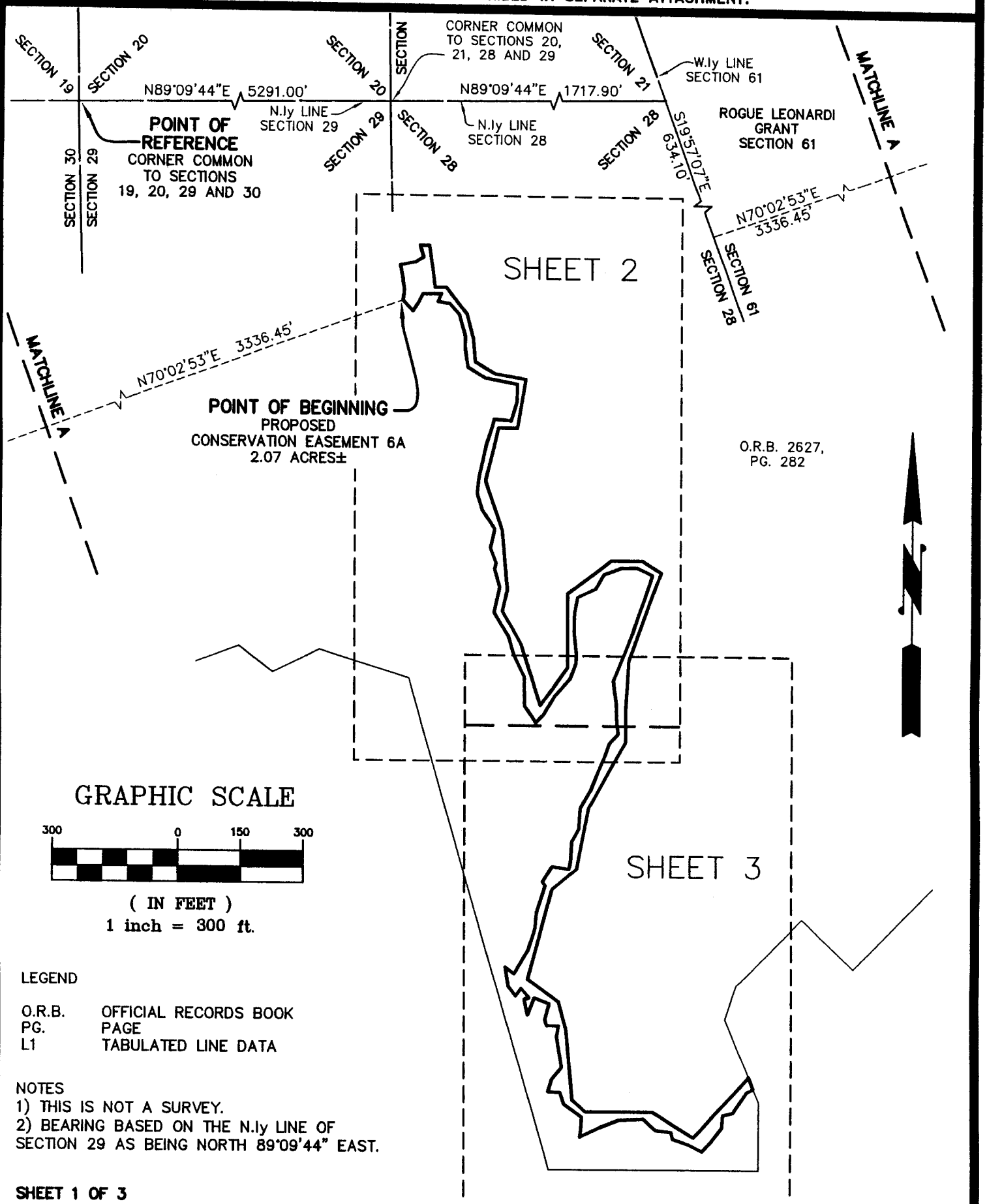
12.09 feet; thence South 86° 09' 35" East, 40.66 feet; thence North 18° 05' 32" East, 46.05 feet; thence North 00° 50' 06" East, 39.35 feet; thence North 78° 59' 38" West, 77.78 feet; thence North 59° 01' 38" West, 49.34 feet; thence North 08° 55' 48" West, 44.05 feet; thence North 00° 58' 05" East, 29.33 feet; thence North 15° 59' 49" West, 52.46 feet; thence North 41° 14' 40" West, 34.59 feet; thence North 79° 18' 36" West, 28.99 feet; thence North 23° 48' 56" East, 20.18 feet; thence South 89° 28' 12" West, 44.53 feet; thence South 26° 41' 49" West, 24.69 feet; thence South 32° 49' 34" West, 23.47 feet; thence North 43° 09' 49" West, 34.98 feet to the Point of Beginning.

Containing 2.07 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



GRAPHIC SCALE

300 0 150 300

(IN FEET)
1 inch = 300 ft.

LEGEND

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

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" EAST.

SHEET 1 OF 3

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

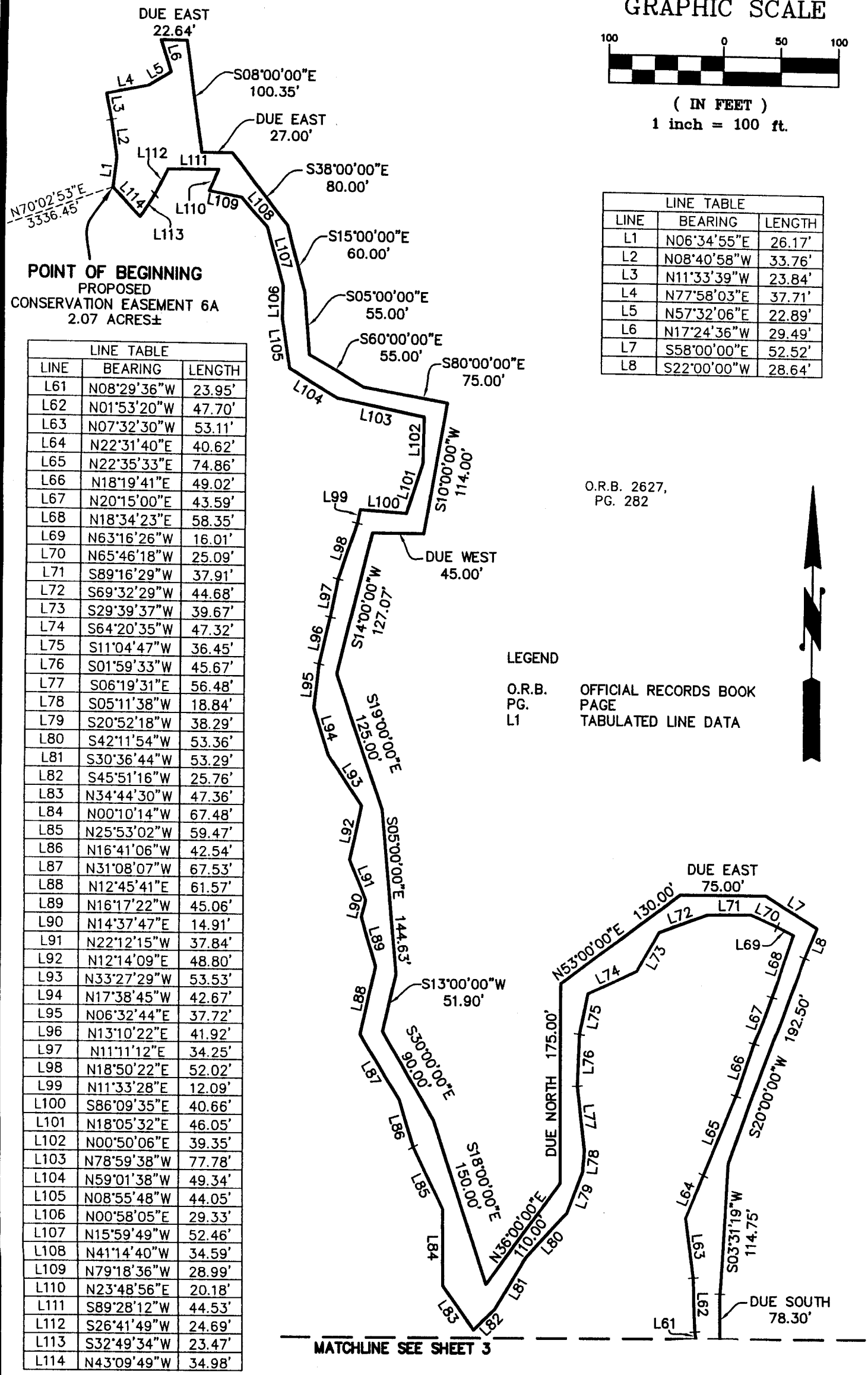
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

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

DATE: FEBRUARY 21, 2007 SCALE: 1"=300'

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

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00F DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 6A.dwg



GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N06°34'55"E	26.17'
L2	N08°40'58"W	33.76'
L3	N11°33'39"W	23.84'
L4	N77°58'03"E	37.71'
L5	N57°32'06"E	22.89'
L6	N17°24'36"W	29.49'
L7	S58°00'00"E	52.52'
L8	S22°00'00"W	28.64'

LINE TABLE		
LINE	BEARING	LENGTH
L61	N08°29'36"W	23.95'
L62	N01°53'20"W	47.70'
L63	N07°32'30"W	53.11'
L64	N22°31'40"E	40.62'
L65	N22°35'33"E	74.86'
L66	N18°19'41"E	49.02'
L67	N20°15'00"E	43.59'
L68	N18°34'23"E	58.35'
L69	N63°16'26"W	16.01'
L70	N65°46'18"W	25.09'
L71	S89°16'29"W	37.91'
L72	S69°32'29"W	44.68'
L73	S29°39'37"W	39.67'
L74	S64°20'35"W	47.32'
L75	S11°04'47"W	36.45'
L76	S01°59'33"W	45.67'
L77	S06°19'31"E	56.48'
L78	S05°11'38"W	18.84'
L79	S20°52'18"W	38.29'
L80	S42°11'54"W	53.36'
L81	S30°36'44"W	53.29'
L82	S45°51'16"W	25.76'
L83	N34°44'30"W	47.36'
L84	N00°10'14"W	67.48'
L85	N25°53'02"W	59.47'
L86	N16°41'06"W	42.54'
L87	N31°08'07"W	67.53'
L88	N12°45'41"E	61.57'
L89	N16°17'22"W	45.06'
L90	N14°37'47"E	14.91'
L91	N22°12'15"W	37.84'
L92	N12°14'09"E	48.80'
L93	N33°27'29"W	53.53'
L94	N17°38'45"W	42.67'
L95	N06°32'44"E	37.72'
L96	N13°10'22"E	41.92'
L97	N11°11'12"E	34.25'
L98	N18°50'22"E	52.02'
L99	N11°33'28"E	12.09'
L100	S86°09'35"E	40.66'
L101	N18°05'32"E	46.05'
L102	N00°50'06"E	39.35'
L103	N78°59'38"W	77.78'
L104	N59°01'38"W	49.34'
L105	N08°55'48"W	44.05'
L106	N00°58'05"E	29.33'
L107	N15°59'49"W	52.46'
L108	N41°14'40"W	34.59'
L109	N79°18'36"W	28.99'
L110	N23°48'56"E	20.18'
L111	S89°28'12"W	44.53'
L112	S26°41'49"W	24.69'
L113	S32°49'34"W	23.47'
L114	N43°09'49"W	34.98'

POINT OF BEGINNING
PROPOSED
CONSERVATION EASEMENT 6A
2.07 ACRES±

O.R.B. 2627,
PG. 282

LEGEND

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

SHEET 2 OF 3
SEE SHEET 1 FOR NOTES.

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00F DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 6A.dwg

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

MATCHLINE SEE SHEET 2

DUE SOUTH
78.30'

S29°00'00"W 181.67'

S11°00'00"W 149.29'

S50°00'00"W
76.26'

S15°00'00"W 224.52'

S53°00'00"E
93.42'

S15°00'00"E
68.20'

S05°00'00"E 171.58'

S48°00'00"E
42.56'

DUE EAST 160.00'

S58°00'00"E
115.00'

N42°00'00"E 196.28'

S22°00'00"E
30.15'

PROPOSED
CONSERVATION EASEMENT 6A
2.07 ACRES±

O.R.B. 2627,
PG. 282

LEGEND

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

LINE TABLE		
LINE	BEARING	LENGTH
L9	S63°13'13"W	18.13'
L10	S32°44'39"W	59.56'
L11	S75°28'20"W	24.80'
L12	S05°33'54"W	29.25'
L13	S36°27'59"W	44.65'
L14	S42°52'24"W	29.98'
L15	N62°56'34"W	37.57'
L16	N70°34'24"W	37.76'
L17	N12°58'41"W	17.28'
L18	N83°11'03"W	37.15'
L19	N47°48'07"W	39.67'
L20	S87°37'03"W	59.32'
L21	S68°30'38"W	48.36'
L22	S64°20'36"W	52.45'
L23	N08°59'19"E	16.92'
L24	N02°58'58"E	30.39'
L25	N53°56'28"W	52.22'
L26	N18°18'57"W	30.84'
L27	N86°37'23"W	28.98'
L28	N16°58'38"E	31.12'
L29	N40°45'05"E	36.43'
L30	N09°11'17"W	75.76'
L31	N09°12'23"E	27.37'
L32	N89°27'20"W	28.20'
L33	N16°35'09"W	15.97'
L34	N15°12'56"E	39.18'

LINE TABLE		
LINE	BEARING	LENGTH
L35	N69°34'35"W	38.63'
L36	S20°53'10"W	42.87'
L37	N12°22'06"W	37.02'
L38	N68°20'38"E	11.89'
L39	N38°46'21"W	29.71'
L40	S35°40'01"W	23.62'
L41	N35°23'59"W	29.71'
L42	N08°45'39"W	48.00'
L43	S52°07'18"E	26.03'
L44	N30°36'16"E	66.09'
L45	N17°24'41"E	24.72'
L46	N18°03'45"E	29.26'
L47	N04°54'20"E	38.62'
L48	N17°50'41"E	68.81'
L49	N39°25'19"W	11.00'
L50	N32°13'19"E	43.67'
L51	S82°03'29"E	40.58'
L52	N12°27'44"E	17.31'
L53	N03°05'21"E	49.13'
L54	N29°29'34"E	33.98'
L55	N03°41'35"E	51.88'
L56	N30°47'11"E	48.55'
L57	N21°09'20"E	41.93'
L58	N23°09'56"E	47.57'
L59	N18°41'05"E	32.89'
L60	N41°26'21"E	31.38'
L61	N08°29'36"W	23.95'

SHEET 3 OF 3
SEE SHEET 1 FOR NOTES.

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00F DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 6A.dwg

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

February 21, 2007

Work Order No. 07-047
Palencia North Phase 2

Conservation Easement 6B

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East, thence North 89° 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, said Township and Range; thence continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of said Section 61 of the Rogue Leonardi Grant; thence South 19° 57' 07" East, departing said Northerly line and along said Westerly line, 649.14 feet; thence North 70° 02' 53" East, departing said Westerly line, 2832.28 feet to the Point of Beginning.

From said Point of Beginning, thence North 05° 00' 00" East, 177.00 feet; thence North 25° 00' 00" East, 70.00 feet; thence North 60° 00' 00" East, 57.48 feet; thence North 80° 00' 00" East, 196.52 feet; thence South 06° 43' 15" East, 16.24 feet; thence South 48° 41' 02" West, 35.41 feet; thence South 43° 19' 48" West, 35.68 feet; thence South 89° 47' 28" West, 30.19 feet; thence North 61° 38' 37" West, 34.40 feet; thence South 58° 18' 39" West, 46.43 feet; thence North 45° 18' 44" West, 37.28 feet; thence South 43° 27' 57" West, 23.96 feet; thence South 76° 05' 48" West, 33.04 feet; thence South 33° 32' 59" East, 19.75 feet; thence South 35° 02' 05" West, 18.00 feet; thence South 09° 56' 09" West, 11.36 feet; thence South 68° 04' 56" West, 32.21 feet; thence South 11° 59' 24" East, 12.39 feet; thence South 05° 20' 08" East, 21.96 feet; thence South 07° 05' 39" West, 24.91 feet; thence South 59° 29' 27" East, 22.09 feet; thence South 19° 27' 33" West, 35.67 feet; thence South 24° 49' 07" West, 31.97 feet; thence South 30° 32' 21" West, 23.39 feet; thence South 76° 42' 48" East, 32.80 feet; thence South 88° 59' 22" East, 36.63 feet; thence North 43° 18' 00" East, 15.35 feet; thence South 89° 18' 57" East, 23.11 feet; thence North 51° 51' 29" East, 31.28 feet; thence North 34° 48' 52" West, 26.55 feet; thence North 53° 22' 01" East, 24.23 feet; thence North 68° 23' 16" East, 31.24 feet; thence North 38° 57' 01" East, 47.68 feet; thence North 77° 04' 47" East, 22.92 feet; thence North 81° 11' 58" East, 70.68 feet; thence South 72° 40' 50" East, 37.03 feet; thence South 15° 22' 24" East, 37.20 feet; thence South 45° 11' 08" West, 23.79 feet; thence South 12° 07' 32" West, 37.41 feet; thence South 69° 45' 08"

East, 36.36 feet; thence North 51° 08' 59" East, 28.51 feet; thence North 66° 52' 51" East, 38.50 feet; thence South 71° 30' 11" East, 37.55 feet; thence North 86° 01' 46" East, 30.54 feet; thence North 29° 15' 43" East, 38.63 feet; thence South 88° 27' 48" East, 37.22 feet; thence South 59° 18' 15" East, 34.98 feet; thence South 01° 03' 39" East, 15.01 feet; thence South 34° 56' 11" West, 25.35 feet; thence North 01° 39' 22" East, 29.14 feet; thence South 47° 24' 31" West, 41.76 feet; thence North 68° 13' 05" West, 27.85 feet; thence South 78° 42' 22" West, 32.73 feet; thence South 74° 40' 07" West, 33.02 feet; thence South 02° 28' 03" East, 6.91 feet; thence South 68° 45' 06" East, 28.54 feet; thence South 10° 28' 27" East, 30.82 feet; thence South 29° 42' 36" East, 31.08 feet; thence North 35° 17' 44" East, 52.78 feet; thence South 69° 35' 07" East, 59.19 feet; thence South 15° 23' 36" West, 28.20 feet; thence South 18° 48' 13" West, 29.79 feet; thence North 81° 07' 40" West, 46.98 feet; thence South 81° 24' 20" West, 51.64 feet; thence South 74° 47' 35" West, 72.14 feet; thence South 02° 53' 04" East, 35.13 feet; thence South 05° 49' 34" West, 24.09 feet; thence South 38° 27' 18" East, 34.87 feet; thence South 40° 44' 01" East, 24.94 feet; thence North 20° 26' 15" East, 29.92 feet; thence North 70° 26' 37" East, 15.01 feet; thence South 41° 29' 26" East, 15.84 feet; thence South 56° 33' 15" West, 21.37 feet; thence South 03° 17' 02" West, 24.92 feet; thence North 61° 46' 12" West, 20.35 feet; thence South 14° 00' 59" West, 35.15 feet; thence South 52° 52' 35" West, 23.88 feet; thence South 45° 04' 22" West, 27.65 feet; thence South 73° 07' 28" East, 18.78 feet; thence South 32° 20' 58" East, 35.04 feet; thence South 33° 58' 14" East, 23.74 feet; thence North 33° 14' 07" East, 22.06 feet; thence South 62° 23' 07" East, 42.31 feet; thence South 15° 50' 53" East, 45.20 feet; thence South 31° 23' 19" West, 39.60 feet; thence South 27° 56' 19" East, 16.08 feet; thence South 24° 39' 46" West, 47.01 feet; thence South 09° 02' 44" West, 43.51 feet; thence South 17° 24' 57" East, 33.90 feet; thence South 17° 16' 12" West, 31.12 feet; thence South 34° 22' 04" West, 49.80 feet; thence North 80° 16' 29" West, 31.61 feet; thence South 52° 18' 47" West, 54.82 feet; thence South 84° 56' 43" West, 37.26 feet; thence North 61° 19' 18" West, 36.69 feet; thence North 79° 18' 50" West, 33.31 feet; thence North 21° 28' 04" West, 29.52 feet; thence North 70° 38' 10" East, 40.19 feet; thence North 59° 35' 54" West, 20.59 feet; thence North 19° 27' 42" East, 42.41 feet; thence North 43° 50' 22" East, 34.66 feet; thence North 14° 43' 51" East, 36.81 feet; thence North 46° 22' 49" West, 18.71 feet; thence North 48° 00' 34" East, 23.83 feet; thence North 31° 44' 27" West, 21.07 feet; thence North 65° 25' 54" East, 36.09 feet; thence North 18° 00' 35" West, 12.99 feet; thence North 67° 22' 14" West, 15.71 feet; thence North 18° 02' 52" West, 29.11 feet; thence North 16° 20' 18" East, 30.26 feet; thence North 50° 59' 54" West, 36.60 feet; thence North 56° 51' 36" West, 54.17 feet; thence South 10° 52' 33" West, 46.19 feet; thence South 63° 21' 15" West, 29.42 feet; thence South 46° 07' 43" West, 37.83 feet; thence South 62° 19' 55" West, 32.98 feet; thence South 53° 36' 05" West, 33.33 feet; thence South 26° 10' 17" West, 31.85 feet; thence South 53° 15' 18" West, 19.80 feet; thence South 56° 57' 20" West, 14.01 feet; thence South 15° 49' 54" East, 32.59 feet; thence South 51° 33' 23" East, 38.22 feet; thence South 41° 31' 39" West, 26.49 feet; thence South 55° 58' 35" East, 36.09 feet; thence South 69° 52' 12" East, 31.55 feet; thence South 75° 02' 39" West, 49.50 feet; thence Due North, 14.25 feet; thence North 54° 43' 56" West, 28.45 feet; thence North 20° 00' 00" West, 92.86 feet; thence North 40° 00' 00" East, 84.02 feet; thence North 55° 00' 00" East, 94.81 feet; thence North 36° 00' 00" East, 85.00

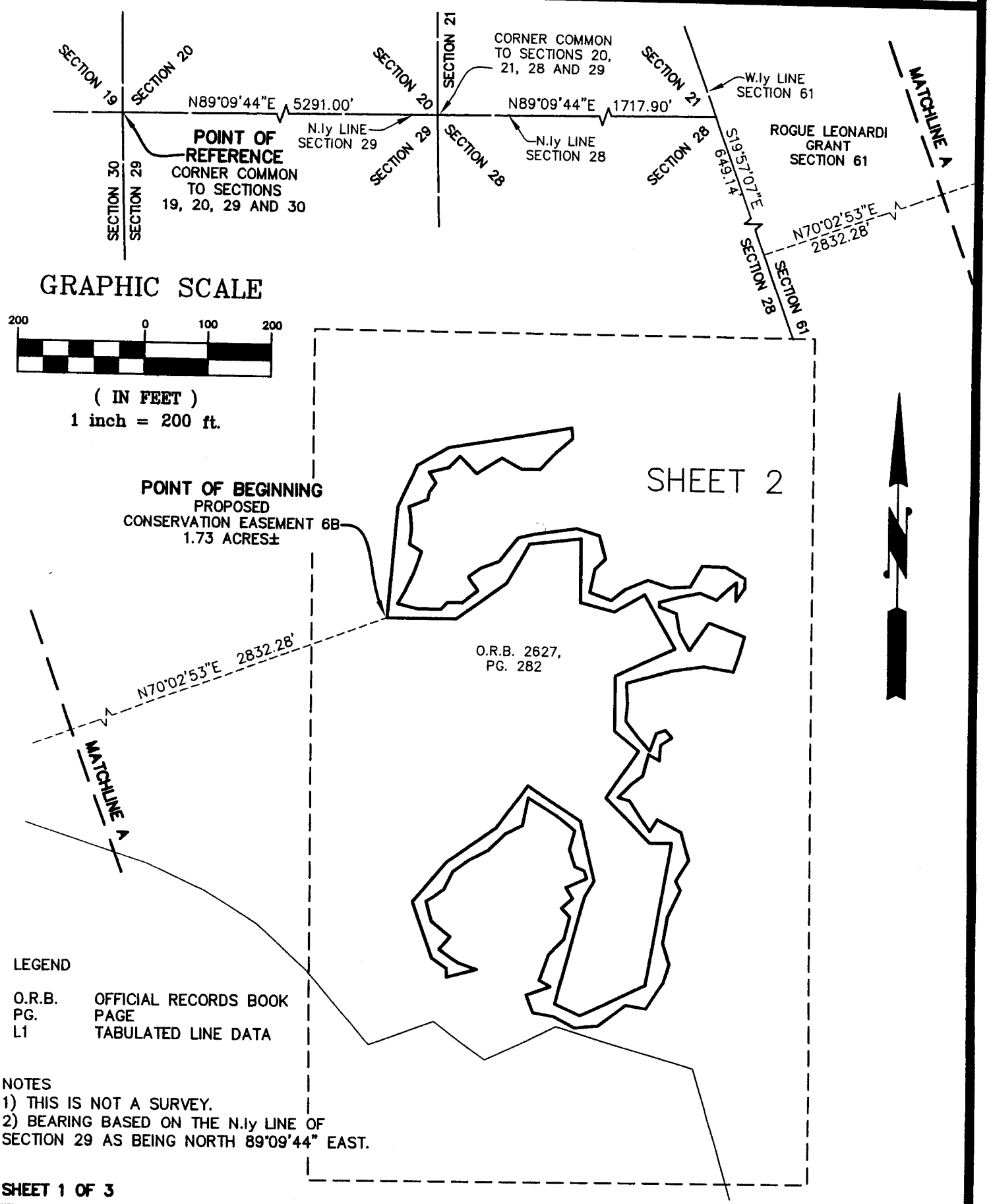
feet; thence South 56° 00' 00" East, 100.00 feet; thence South 13° 00' 00" East, 97.00 feet; thence South 30° 00' 00" West, 30.00 feet; thence South 15° 00' 00" West, 175.00 feet; thence South 65° 00' 00" East, 43.38 feet; thence North 65° 00' 00" East, 113.63 feet; thence North 10° 00' 00" East, 230.00 feet; thence Due West, 34.81 feet; thence North 44° 00' 00" West, 100.00 feet; thence North 35° 00' 00" East, 90.19 feet; thence North 50° 00' 00" West, 50.00 feet; thence Due North, 85.00 feet; thence North 65° 00' 00" East, 103.10 feet; thence North 30° 00' 00" West, 97.15 feet; thence South 60° 00' 00" West, 55.00 feet; thence North 75° 00' 00" West, 55.00 feet; thence Due North, 100.00 feet; thence South 83° 00' 00" West, 81.76 feet; thence South 30° 00' 00" West, 72.18 feet; thence South 54° 00' 00" West, 96.72 feet; thence Due West, 109.40 feet to the Point of Beginning.

Containing 1.73 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND

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

NOTES
1) THIS IS NOT A SURVEY.
2) BEARING BASED ON THE N.ly LINE OF SECTION 29 AS BEING NORTH 89°09'44" EAST.

SHEET 1 OF 3

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

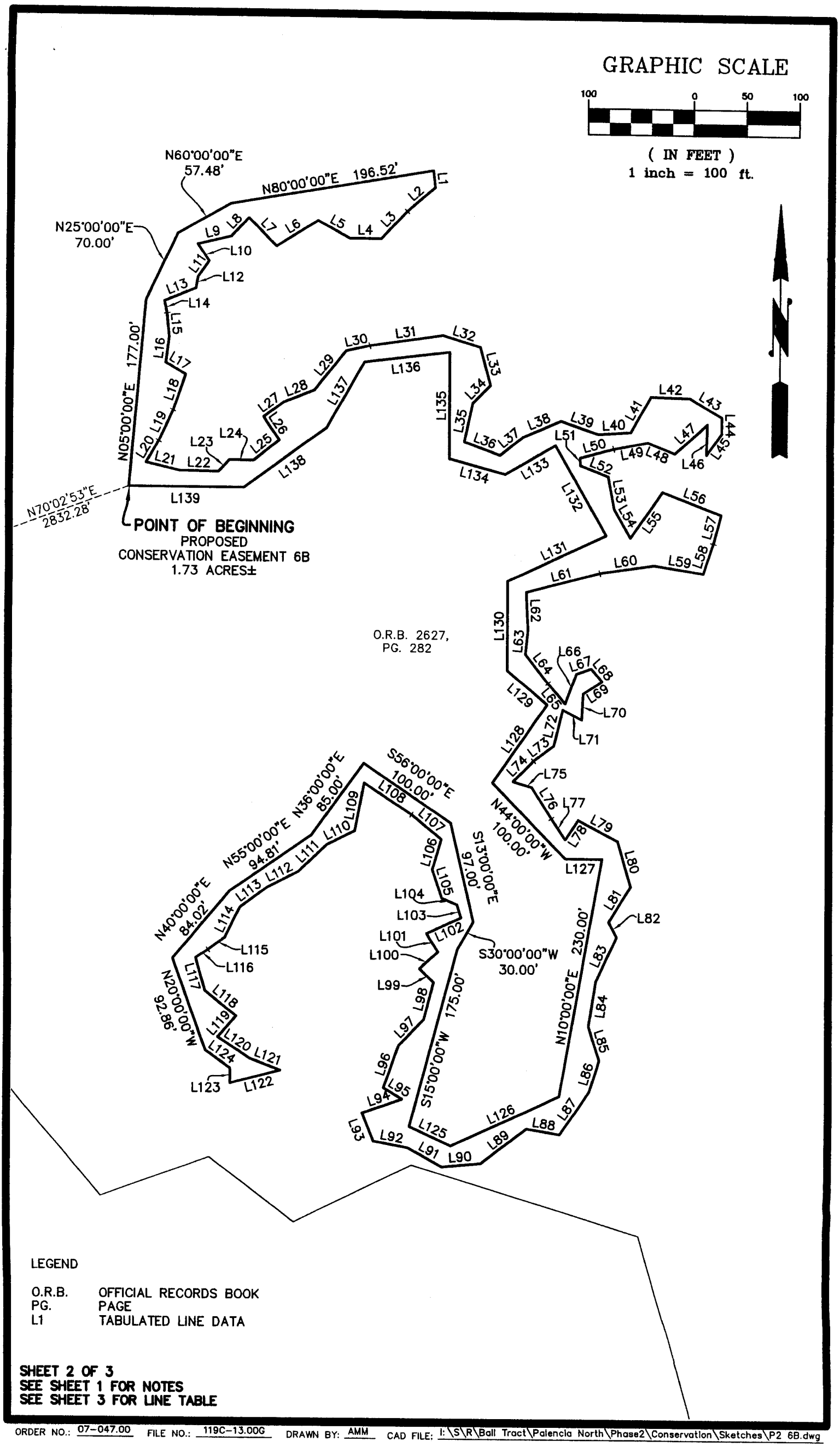
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

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

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

DATE: FEBRUARY 21, 2007 SCALE: 1"=200'

ORDER NO.: 07-047.00 FILE NO.: 119C-13.00G DRAWN BY: AMM CAD FILE: I:\S\R\Ball Tract\Palencia North\Phase2\Conservation\Sketches\P2 6B.dwg



LEGEND

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

SHEET 2 OF 3
SEE SHEET 1 FOR NOTES
SEE SHEET 3 FOR LINE TABLE

PROPOSED
CONSERVATION EASEMENT 6B
1.73 ACRES±

LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°43'15"E	16.24'
L2	S48°41'02"W	35.41'
L3	S43°19'48"W	35.68'
L4	S89°47'28"W	30.19'
L5	N61°38'37"W	34.40'
L6	S58°18'39"W	46.43'
L7	N45°18'44"W	37.28'
L8	S43°27'57"W	23.96'
L9	S76°05'48"W	33.04'
L10	S33°32'59"E	19.75'
L11	S35°02'05"W	18.00'
L12	S09°56'09"W	11.36'
L13	S68°04'56"W	32.21'
L14	S11°59'24"E	12.39'
L15	S05°20'08"E	21.96'
L16	S07°05'39"W	24.91'
L17	S59°29'27"E	22.09'
L18	S19°27'33"W	35.67'
L19	S24°49'07"W	31.97'
L20	S30°32'21"W	23.39'
L21	S76°42'48"E	32.80'
L22	S88°59'22"E	36.63'
L23	N43°18'00"E	15.35'
L24	S89°18'57"E	23.11'
L25	N51°51'29"E	31.28'
L26	N34°48'52"W	26.55'
L27	N53°22'01"E	24.23'
L28	N68°23'16"E	31.24'
L29	N38°57'01"E	47.68'
L30	N77°04'47"E	22.92'
L31	N81°11'58"E	70.68'
L32	S72°40'50"E	37.03'
L33	S15°22'24"E	37.20'
L34	S45°11'08"W	23.79'
L35	S12°07'32"W	37.41'
L36	S69°45'08"E	36.36'
L37	N51°08'59"E	28.51'
L38	N66°52'51"E	38.50'
L39	S71°30'11"E	37.55'
L40	N86°01'46"E	30.54'
L41	N29°15'43"E	38.63'
L42	S88°27'48"E	37.22'
L43	S59°18'15"E	34.98'
L44	S01°03'39"E	15.01'
L45	S34°56'11"W	25.35'
L46	N01°39'22"E	29.14'
L47	S47°24'31"W	41.76'
L48	N68°13'05"W	27.85'
L49	S78°42'22"W	32.73'
L50	S74°40'07"W	33.02'
L51	S02°28'03"E	6.91'
L52	S68°45'06"E	28.54'
L53	S10°28'27"E	30.82'
L54	S29°42'36"E	31.08'
L55	N35°17'44"E	52.78'
L56	S69°35'07"E	59.19'
L57	S15°23'36"W	28.20'
L58	S18°48'13"W	29.79'
L59	N81°07'40"W	46.98'
L60	S81°24'20"W	51.64'
L61	S74°47'35"W	72.14'
L62	S02°53'04"E	35.13'
L63	S05°49'34"W	24.09'
L64	S38°27'18"E	34.87'
L65	S40°44'01"E	24.94'
L66	N20°26'15"E	29.92'
L67	N70°26'37"E	15.01'
L68	S41°29'26"E	15.84'
L69	S56°33'15"W	21.37'

LINE TABLE		
LINE	BEARING	LENGTH
L70	S03°17'02"W	24.92'
L71	N61°46'12"W	20.35'
L72	S14°00'59"W	35.15'
L73	S52°52'35"W	23.88'
L74	S45°04'22"W	27.65'
L75	S73°07'28"E	18.78'
L76	S32°20'58"E	35.04'
L77	S33°58'14"E	23.74'
L78	N33°14'07"E	22.06'
L79	S62°23'07"E	42.31'
L80	S15°50'53"E	45.20'
L81	S31°23'19"W	39.60'
L82	S27°56'19"E	16.08'
L83	S24°39'46"W	47.01'
L84	S09°02'44"W	43.51'
L85	S17°24'57"E	33.90'
L86	S17°16'12"W	31.12'
L87	S34°22'04"W	49.80'
L88	N80°16'29"W	31.61'
L89	S52°18'47"W	54.82'
L90	S84°56'43"W	37.26'
L91	N61°19'18"W	36.69'
L92	N79°18'50"W	33.31'
L93	N21°28'04"W	29.52'
L94	N70°38'10"E	40.19'
L95	N59°35'54"W	20.59'
L96	N19°27'42"E	42.41'
L97	N43°50'22"E	34.66'
L98	N14°43'51"E	36.81'
L99	N46°22'49"W	18.71'
L100	N48°00'34"E	23.83'
L101	N31°44'27"W	21.07'
L102	N65°25'54"E	36.09'
L103	N18°00'35"W	12.99'
L104	N67°22'14"W	15.71'
L105	N18°02'52"W	29.11'
L106	N16°20'18"E	30.26'
L107	N50°59'54"W	36.60'
L108	N56°51'36"W	54.17'
L109	S10°52'33"W	46.19'
L110	S63°21'15"W	29.42'
L111	S46°07'43"W	37.83'
L112	S62°19'55"W	32.98'
L113	S53°36'05"W	33.33'
L114	S26°10'17"W	31.85'
L115	S53°15'18"W	19.80'
L116	S56°57'20"W	14.01'
L117	S15°49'54"E	32.59'
L118	S51°33'23"E	38.22'
L119	S41°31'39"W	26.49'
L120	S55°58'35"E	36.09'
L121	S69°52'12"E	31.55'
L122	S75°02'39"W	49.50'
L123	DUE NORTH	14.25'
L124	N54°43'56"W	28.45'
L125	S65°00'00"E	43.38'
L126	N65°00'00"E	113.63'
L127	DUE WEST	34.81'
L128	N35°00'00"E	90.19'
L129	N50°00'00"W	50.00'
L130	DUE NORTH	85.00'
L131	N65°00'00"E	103.10'
L132	N30°00'00"W	97.15'
L133	S60°00'00"W	55.00'
L134	N75°00'00"W	55.00'
L135	DUE NORTH	100.00'
L136	S83°00'00"W	81.76'
L137	S30°00'00"W	72.18'
L138	S54°00'00"W	96.72'
L139	DUE WEST	109.40'

SHEET 3 OF 3
SEE SHEET 1 FOR NOTES

Public Records of St. Johns County, FL Clerk # 2007045165, O.R. 2943 PG 1743,
07/03/2007 at 09:38 AM REC. $49.00 SUR. $54.50 Doc. D $.70

14

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

PREPARED BY:
Kathryn F. Whittington, Esq.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 21st day of June, 2007, by **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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, FL 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. 4-109-88781-3 issued by Grantee and Permit No. SAJ-2003-5346 (IP-AEK Modification-1) 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. Notwithstanding the foregoing sentence, Grantor is authorized to remove noxious or exotic invasive plant species and dead trees with the Grantee's prior written approval.

(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.

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. In accordance with the provisions of section 704.06(10), Florida Statutes, Grantee shall not be liable, as a result of its ownership interest herein granted, 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. Neither Grantor, nor any person or entity claiming by or through Grantor shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property except for such damage or injury which arises 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.

10. Enforcement by other parties.

(a) In accordance with the requirements of Special Condition 5 of the Development Order for the Marshall Creek Development of Regional Impact (the "DRI") approved by St. Johns County Board of County Commissioners in Resolution No. 98-191, as amended by Resolution No. 98-220, Resolution No. 2002-103, Resolution No. 2004-24, Resolution No. 2004-154 and Resolution No. 2005-232 (the "Development Order"), the Grantor hereby grants the right 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 to require the restoration of areas or features of the property that may be damaged by any activity inconsistent with this Conservation Easement to the following parties:

(i) The Developer of the DRI as defined in the Development Order;

(ii) St. Johns County, or any of its successor units of government;

(iii) The Florida Department of Environmental Protection (Northeast District), or any successor agency;

(iv) The Property Owner's Association or the Community Development District as provided for in the Development Order or any successor entity.

(b) The Grantor further grants the right to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein and to require the restoration of areas or features of the property that may be damaged by any activity inconsistent with this Conservation Easement to the U.S. Army Corps of Engineers or any successor agency

11. Consent of Mortgagee. The consent of the parties holding a mortgage encumbering the Property is attached hereto.

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:

(Print Name) TERI L. HANSEN

(Print Name) Joanne Schmiedy

Intervest Construction of Jax, Inc., a Florida corporation

By: _____

Name: Charlene B. Irland

Title: Vice President

Date: June 21, 2007

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

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by Charlene B. Irland as Vice President of **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, on behalf of the corporation.

(Print Name TERI L. HANSEN)
NOTARY PUBLIC
State of Florida at Large
Commission # DD315327

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

My Commission Expires:

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

Type of Identification Produced

_____

_____

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

July 27, 2006
File No. 119A-26

Work Order No. 06-188.00
Kensington/Palencia North

CONSERVATION EASEMENT NO. 1A

A portion of Section 33, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 and Official Records Book 2365, page 1185 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 33; thence North 88°39'12" East, along the Northerly line of said Section 33, a distance of 2176.43 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 88°39'12" East, along said Northerly line of Section 33 and along the Northerly line of said Official Records Book 2365, page 1185, a distance of 37.78 feet; thence Southerly along the Easterly line said Official Records Book 2365, page 1185, run the following courses; Course 1: South 06°30'00" East, departing said Northerly line, 101.08 feet; Course 2: South 28°27'37" East, 293.53 feet; Course 3: South 61°32'23" West, 51.42 feet; Course 4: South 13°39'10" West, 82.98 feet; Course 5: South 18°01'00" East, 31.25 feet; Course 6: South 71°59'00" West, 102.95 feet; Course 7: South 18°01'00" East, 20.00 feet; Course 8: North 71°59'00" East, 102.95 feet; Course 9: South 18°01'00" East, 38.50 feet; Course 10: South 48°12'31" East, 34.53 feet; Course 11: South 78°24'01" East, 20.96 feet; Course 12: South 49°47'17" East, 34.48 feet; Course 13: South 21°10'32" East, 41.37 feet; Course 14: South 03°28'49" East, 118.69 feet; Course 15: South 13°36'24" East, 120.94 feet; Course 16: South 52°14'39" East, 37.86 feet; Course 17: North 89°07'05" East, 100.27 feet; Course 18: South 76°50'12" East, 131.68 feet; Course 19: South 56°13'35" East, 73.02 feet to a point on a curve concave Northwesterly, having a radius of 355.00 feet; Course 20: Southwesterly along the arc of said curve through a central angle of 23°42'00", an arc length of 146.84 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 13°29'13" West, 145.80 feet; Course 21: South 25°20'13" West, 45.32 feet; Course 22: South 87°38'03" West, 58.69 feet; Course 23: South 84°07'32" West, 10.62 feet; Course 24: North 83°37'01" West, 57.05 feet; Course 25: South 25°48'12" West, 154.31 feet; Course 26: South 27°11'12" West, 58.71 feet; Course 27: South 17°52'27" West, 32.40 feet; Course 28: South 05°27'40" East, 44.91 feet; Course 29: South 43°34'48" West, 12.93 feet; Course 30: South 15°45'42" West, 36.50 feet; Course 31: South 07°55'23" East, 21.18 feet; Course 32: South 10°34'50" East, 71.64 feet; Course 33: South 45°04'31" West, 5.27 feet; Course 34: South 16°12'10" East, 7.96 feet; Course 35: South 44°06'40" East, 14.50 feet; Course 36: South 02°01'52" West, 72.83 feet; Course 37: South 34°00'10"

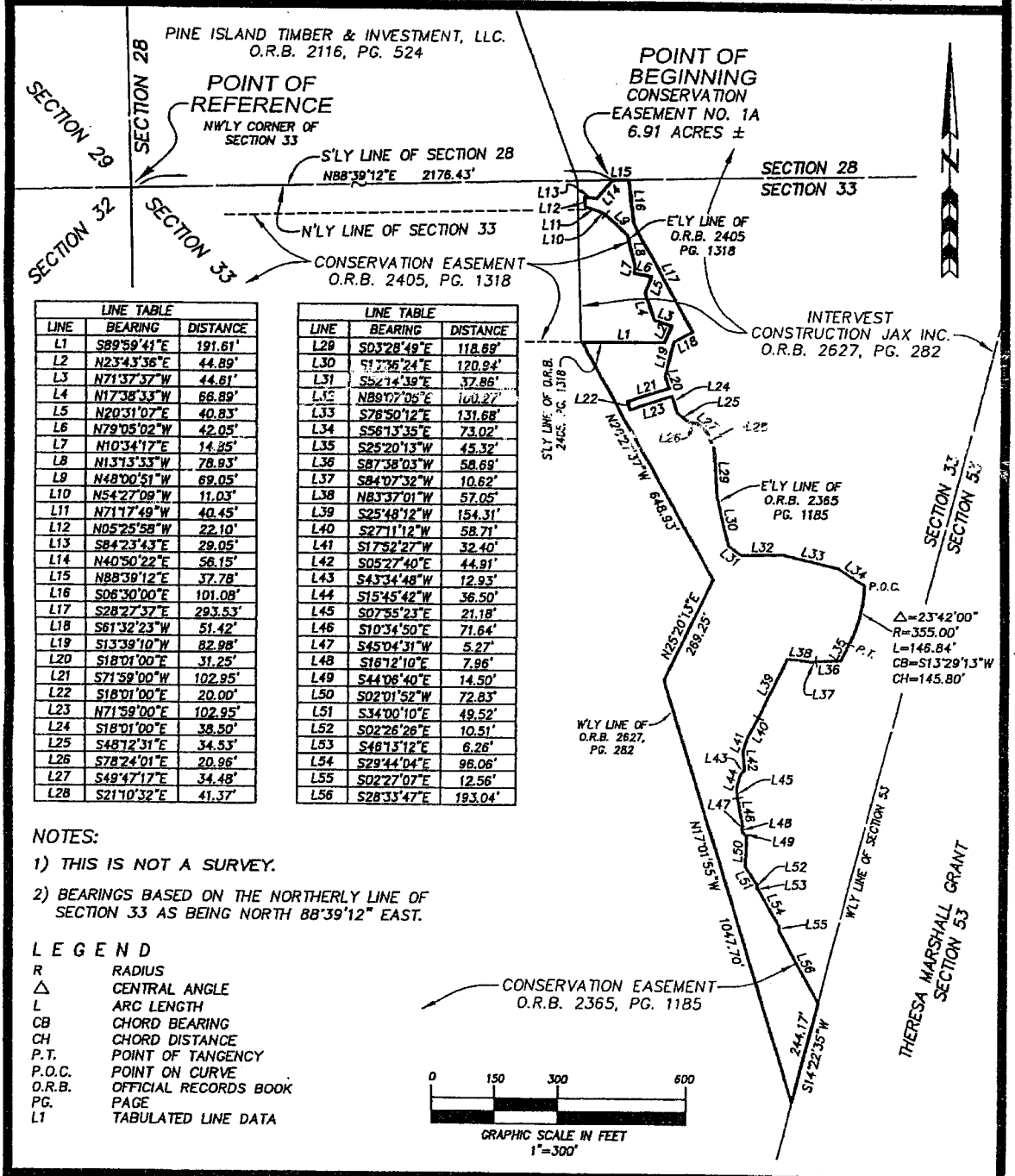
East, 49.52 feet; Course 38: South 02°26'26" East, 10.51 feet; Course 39: South 46°13'12" East, 6.26 feet; Course 40: South 29°44'04" East, 96.06 feet; Course 41: South 02°27'07" East, 12.56 feet; Course 42: South 28°33'47" East, 193.04 feet to a point lying on the Westerly line of Section 53, the Theresa Marshall Grant of said Township 5 South, Range 29 East; thence South 14°22'35" West, along said Westerly line, 244.17 feet to a point lying on the Westerly line of said Official Records Book 2627, page 282; thence North 17°01'55" West, departing said Westerly line of Section 53 and along said Westerly line of Official Records Book 2627, page 282, a distance of 1047.70 feet; thence North 25°20'13" East, along said Westerly line, 269.25 feet; thence North 28°27'37" West, along said Westerly line, 648.93 feet to a point lying on the Southerly line of those lands described and recorded in Official Records Book 2405, page 1318; thence South 89°59'41" East, departing said Westerly line and along said Southerly line, 191.61 feet to a point lying on the Easterly line of said Official Records Book 2405, page 1318; thence along said Easterly line, run the following courses; Course 1: North 23°43'36" East, departing said Southerly line, 44.89 feet; Course 2: North 71°37'37" West, 44.61 feet; Course 3: North 17°38'33" West, 66.89 feet; Course 4: North 20°31'07" East, 40.83 feet; Course 5: North 79°05'02" West, 42.05 feet; Course 6: North 10°34'17" East, 14.85 feet; Course 7: North 13°13'33" West, 78.93 feet; Course 8: North 48°00'51" West, 69.05 feet; Course 9: North 54°27'09" West, 11.03 feet; Course 10: North 71°17'49" West, along said Easterly line and it's Northwesterly prolongation thereof, 40.45 feet; thence North 05°25'58" West, 22.10 feet; thence South 84°23'43" East, 29.05 feet; thence North 40°50'22" East, 56.15 feet to the Point of Beginning.

Containing 6.91 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 AND OFFICIAL RECORDS BOOK 2365, PAGE 1185 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°59'41"E	191.61'
L2	N23°43'36"E	44.89'
L3	N71°37'37"W	44.61'
L4	N17°38'33"W	66.89'
L5	N20°31'07"E	40.83'
L6	N79°05'02"W	42.05'
L7	N10°34'17"E	14.85'
L8	N13°13'33"W	78.93'
L9	N48°00'51"W	69.05'
L10	N54°27'09"W	11.03'
L11	N71°17'49"W	40.45'
L12	N05°25'58"W	22.10'
L13	S84°23'43"E	29.05'
L14	N40°50'22"E	56.15'
L15	N88°39'12"E	37.78'
L16	S06°30'00"E	101.08'
L17	S28°27'37"E	293.53'
L18	S61°32'23"W	51.42'
L19	S13°39'10"W	82.98'
L20	S18°01'00"E	31.25'
L21	S71°59'00"W	102.95'
L22	S18°01'00"E	20.00'
L23	N71°59'00"E	102.95'
L24	S18°01'00"E	38.50'
L25	S48°12'31"E	34.53'
L26	S78°24'01"E	20.96'
L27	S49°47'17"E	34.48'
L28	S21°10'32"E	41.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L29	S03°28'49"E	118.69'
L30	S17°36'24"E	120.94'
L31	S62°14'39"E	37.86'
L32	N89°07'05"E	100.27'
L33	S78°50'12"E	131.68'
L34	S56°13'35"E	73.02'
L35	S25°20'13"W	45.32'
L36	S87°38'03"W	58.69'
L37	S84°07'32"W	10.62'
L38	N83°37'01"W	57.05'
L39	S25°48'12"W	154.31'
L40	S27°11'12"W	58.71'
L41	S17°52'27"W	32.40'
L42	S05°27'40"E	44.91'
L43	S43°34'48"W	12.93'
L44	S15°45'42"W	36.50'
L45	S07°55'23"E	21.18'
L46	S10°34'50"E	71.64'
L47	S45°04'31"W	5.27'
L48	S18°12'10"E	7.96'
L49	S44°08'40"E	14.50'
L50	S02°01'52"W	72.83'
L51	S34°00'10"E	49.52'
L52	S02°26'26"E	10.51'
L53	S48°13'12"E	6.26'
L54	S29°44'04"E	96.06'
L55	S02°27'07"E	12.56'
L56	S28°33'47"E	193.04'

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 33 AS BEING NORTH 88°39'12" EAST.

LEGEND

R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
L1	TABULATED LINE DATA

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

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

DATE: JULY 26, 2006 SCALE: 1"=300'

Exhibit "A"
Page 3 of 6

ORDER NO.: 06-188.00 FILE NO.: 119A-28(CE1A) DRAWN BY:

I:\S\R\Ball Tract\sketches\Ken_Conserv_01R.dwg

TOGETHER WITH:

Revised April 9, 2007
January 11, 2007
Ball Tract/Kensington

Work Order No.06-141.03
File No.119B-21.01

Conservation Easement No. 4A

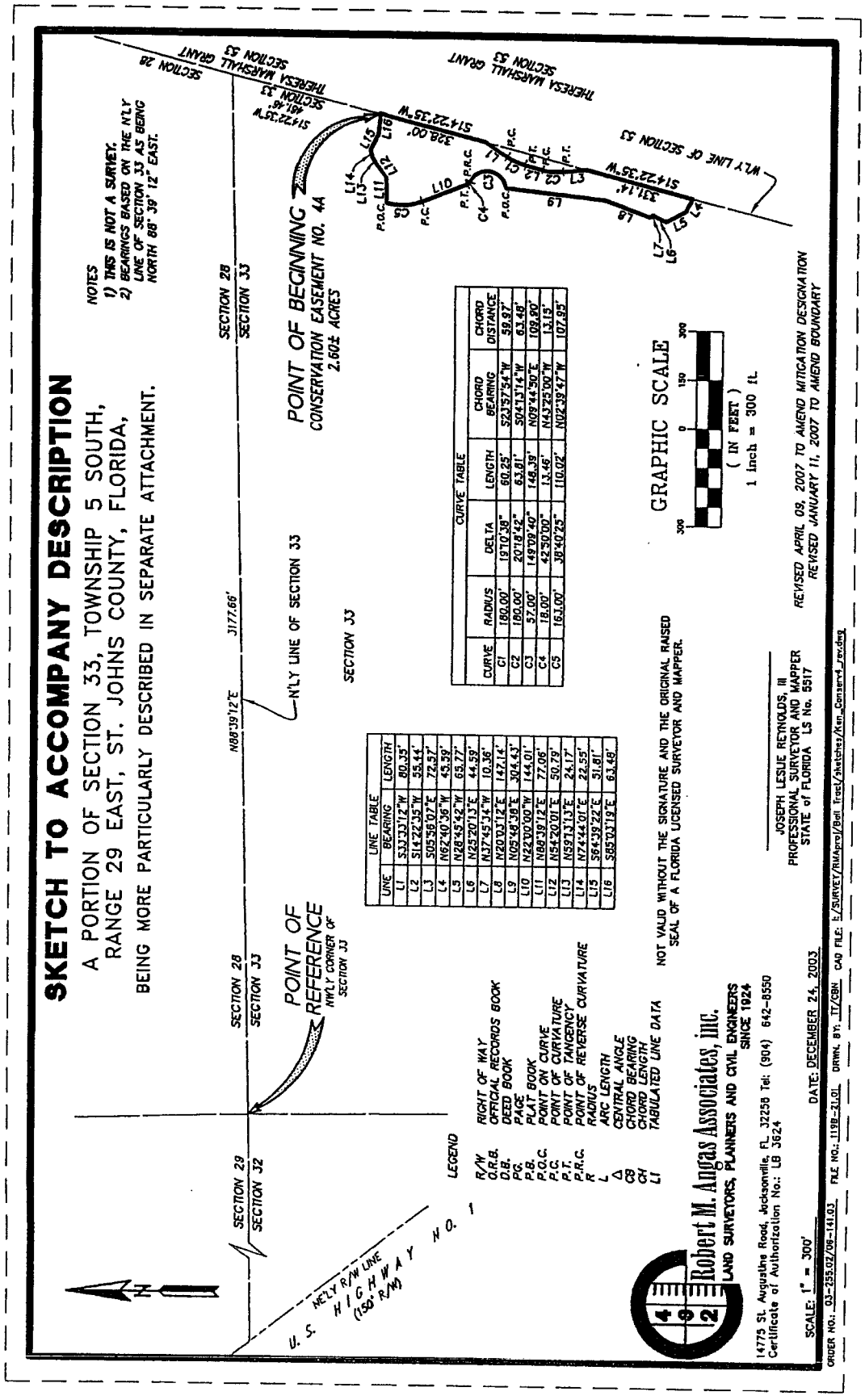
A portion of Section 33, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 33; thence North 88°39'12" East, along the Northerly line of said Section 33, a distance of 3177.66 feet to its intersection with the Westerly line of Section 53 of the Theresa Marshall Grant, said Township and Range; thence South 14°22'35" West, along said Westerly line, a distance of 461.46 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 14°22'35" West, along said Westerly line, 328.00 feet; thence South 33°33'12" West, departing said Westerly line, 80.35 feet to the point of curvature of a curve concave Southeasterly, having a radius of 180.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 19°10'38", an arc length of 60.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°57'54" West, 59.97 feet; thence South 14°22'35" West, 55.44 feet to the point of curvature of a curve concave Easterly, having a radius of 180.00 feet; thence Southerly along the arc of said curve through a central angle of 20°18'42", an arc length of 63.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 04°13'14" West, 63.48 feet; thence South 05°56'07" East, 72.57 feet to a point lying on said Westerly line of Section 53; thence South 14°22'35" West, along said Westerly line, 331.14 feet; thence North 62°40'36 West, departing said Westerly line, 45.59 feet; thence North 28°45'42" West, 65.77 feet; thence North 25°20'13" East, 44.59 feet; thence North 37°45'34" West, 10.36 feet; thence North 20°03'12" East, 147.14 feet; thence North 05°48'38" East, 304.43 feet to a point on a curve concave Westerly, having a radius of 57.00 feet; thence Northerly along the arc of said curve through a central angle of 149°09'40", and arc length of 148.39 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 09°44'50" East, 109.90 feet; thence Northwesterly along the arc of a curve concave Northeasterly, having a radius of 18.00 feet, through a central angle of 42°50'00", an arc length of 13.46 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°25'00" West, 13.15 feet; thence North 22°00'00" West, 144.01 feet to the point of curvature of a curve concave Easterly, having a radius of 163.00 feet; thence Northerly along the arc of said curve through a central angle of 38°40'25", an arc length of 110.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of

North 02°39'47" West, 107.95 feet; thence North 88°39'12" East, 77.06 feet; thence North 54°20'01" East, 50.79 feet; thence North 59°13'13" East, 24.17 feet; thence North 74°44'01" East, 22.55 feet; thence South 64°39'22" East, 51.81 feet; thence South 85°03'19" East, 63.48 feet to the Point of Beginning.

Containing 2.60 acres, more or less.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°33'12"W	80.35'
L2	S14°22'35"W	35.44'
L3	S05°56'07"E	72.57'
L4	N62°40'36"W	45.39'
L5	N28°43'42"W	65.77'
L6	N23°20'13"E	44.59'
L7	N37°45'34"W	10.36'
L8	N20°03'12"E	142.14'
L9	N09°48'38"E	304.43'
L10	N23°00'00"W	144.01'
L11	N88°39'12"E	77.06'
L12	N54°20'01"E	50.79'
L13	N59°13'13"E	24.17'
L14	N74°44'01"E	22.55'
L15	S64°39'22"E	31.81'
L16	S85°03'19"E	63.48'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	180.00'	19°10'38"	60.25'	S23°57'54"W	59.97'
C2	180.00'	20°18'42"	63.81'	S04°13'14"W	63.48'
C3	57.00'	149°09'40"	148.39'	N09°44'50"E	109.80'
C4	18.00'	42°50'00"	13.45'	N43°25'00"W	13.15'
C5	163.00'	38°40'25"	110.02'	N02°39'47"W	107.95'

Exhibit "A"
Page 6 of 6

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **NATIONAL CITY BANK,** a national banking association, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, in favor of Mortgagee, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by Mortgagee to Branch Banking & Trust Company, a North Carolina banking corporation pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 27th day of June, 2007.

Witnesses:

Sharon E Ondercik
Printed Name: Sharon E. Ondercik

Katherine Ostroth
Printed Name: Katherine Ostroth

Mortgagee:

NATIONAL CITY BANK, a national banking association

By: Robin A. Carr
Printed Name: **Robin A. Carr**
Its: Sr Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of June, 2007, by Robin A. Carr as SVP of **NATIONAL CITY BANK,** a national banking association, who did not take an oath.

Notary Public State of Florida
Lexie Isaac
My Commission DD393448
Expires 04/14/2009

Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY,** a North Carolina banking corporation, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 25th day of June, 2007.

Witnesses:

Jean E. Olver
Printed Name: Jean E. Olver

John K Hamilton
Printed Name: Debra K Hamilton

Mortgagee:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: John R Lamb
Printed Name: John R. Lamb
Its: Sr. Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25th day of June, 2007, by John R. Lamb as Sr. Vice President of **BRANCH BANKING AND TRUST COMPANY,** a North Carolina banking corporation, who did not take an oath.

JEAN E. OLVER
MY COMMISSION # DD 223283
EXPIRES: August 15, 2007
Bonded Thru Notary Public Underwriters

Jean E. Olver
Notary Public, State of Florida at Large
My Commission Expires: 8-15-07
Serial No.:

Personally known X OR produced identification _____. Identification produced _____.

{00150108.DOC.}

Public Records of St. Johns County, FL Clerk # 2007045162, O.R. 2943 PG 1715, 07/03/2007 at 09:36 AM REC. $5.00 SUR. $5.00

2

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), hereby consents and joins in the following Deeds of Conservation Easements granted by Intervest Construction of Jax, Inc. in favor of St. Johns River Water Management District: recorded in Official Records Book 2874, Page 1791, Official Records Book 2874, Page 1798, Official Records Book 2874, Page 1848, Official Records Book 2874, Page 1858 and Official Records Book 2874, Page 1870, all of the Public Records of St. Johns County, Florida (collectively the "Easements"), and subordinates its mortgage lien encumbering the property as described in the Easements to the Easements.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 25th day of June, 2007.

Witnesses:

Jean E. Olver
Printed Name: Jean E. Olver

Debra K Hamilton
Printed Name: Debra K Hamilton

Mortgagee:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: John R. Lamb
Printed Name John R. Lamb
Its: Sr. Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25th day of June, 2007, by John R. Lamb as Sr. Vice Pres. of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, who did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
JEAN E. OLVER
MY COMMISSION # DD 223283
EXPIRES: August 15, 2007
Bonded Thru Notary Public Underwriters

Jean E. Olver
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known X OR produced identification _____. Identification produced _____.

Public Records of St. Johns County, FL Clerk # 2007013956, O.R. 2874 PG 1870, 03/01/2007 at 07:54 AM REC. $29.00 SUR. $32.00 Doc. D $.70

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 15th day of February, 2007, by **INTERVEST CONSTRUCTION OF JAX, INC.**, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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, FL 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. 4-109-71374-6 (the "Permit") 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. Notwithstanding the foregoing sentence, Grantor is authorized to remove noxious or exotic invasive plant species and dead trees with the Grantee's prior written approval.

(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

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

(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.

10. Consent of Mortgagee. The consent of the party holding a mortgage encumbering the Property is attached hereto.

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:

Teri L. Hansen
(Print Name) Teri L. Hansen

Joanne Schmieder
(Print Name) JOANNE SCHMIEDER

Intervest Construction of Jax, Inc.

By: _____
Name: Charlene B. Irland
Title: Vice President

Date: February 15, 2007

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

The foregoing instrument was acknowledged before me this 16th day of Feb., 2007, by Charlene B. Irland as Vice President of Intervest, a Florida Corp, on behalf of the Corporation. Construction of Jax, Inc.

Teri L. Hansen
(Print Name Teri L. Hansen)
NOTARY PUBLIC
State of Florida at Large
Commission #

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

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, NATIONAL CITY BANK, a national banking association., the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, of the Public Records of St. Johns County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 26 day of Feb, 2007.

Witnesses:

Sharon E. Ondercik
Printed Name: **Sharon E. Ondercik**

Lori K Ammerman
Printed Name: Lori K Ammerman

Mortgagee:

NATIONAL CITY BANK.

By: Robin A. Carr
Printed Name: **Robin A. Carr**
Its: Senior Vice President

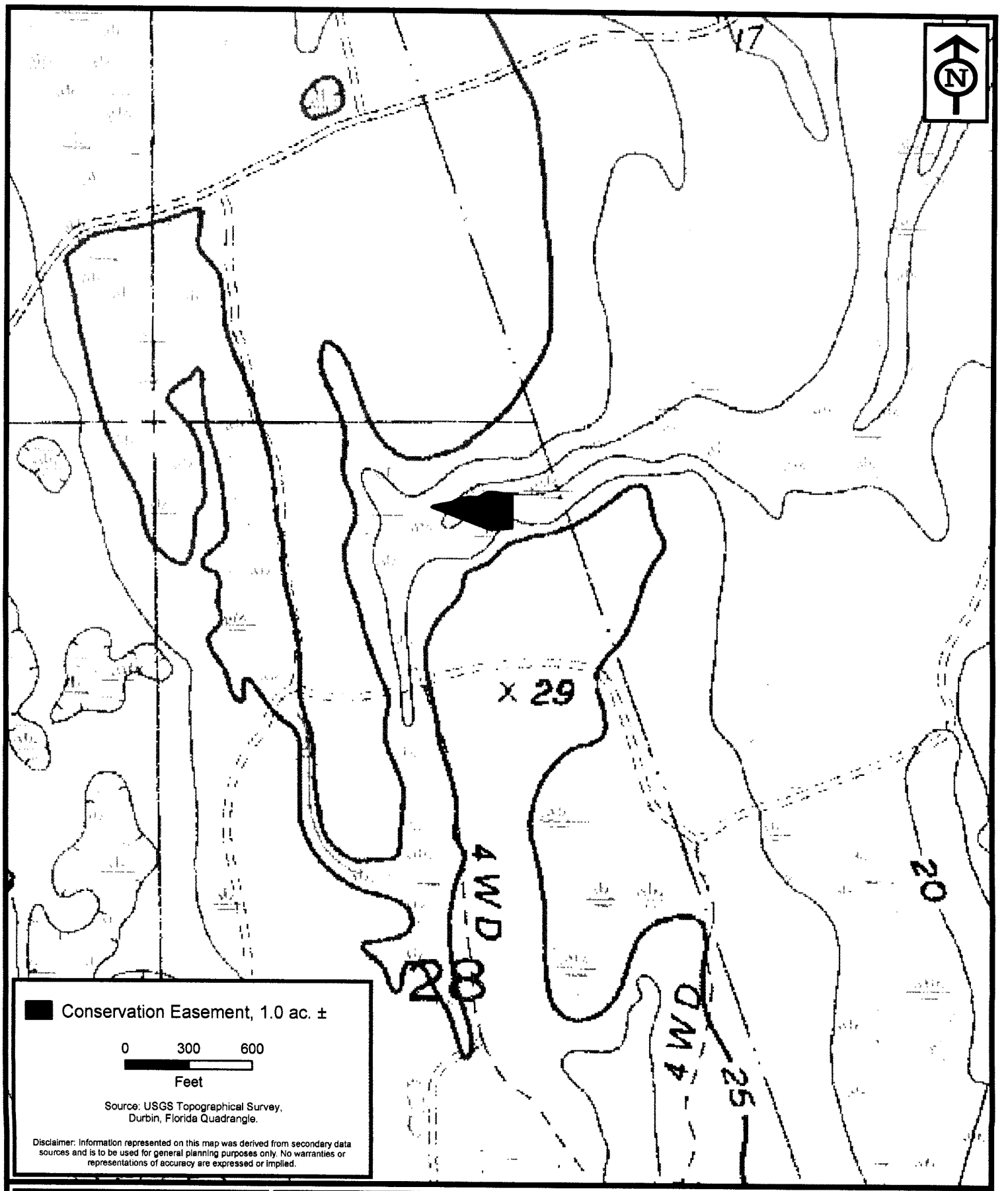
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 26 day of Feb, 2007, by Robin A. Carr who did not take an oath.

Jennifer Turchi
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

JENNIFER TURCHI
MY COMMISSION # DD 594373
EXPIRES: October 13, 2010
Bonded Thru Notary Public Underwriters



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

Conservation Easement Map

Mitigation for Palencia North PUD-Phase I

St. Johns County, Florida

Project:	EJ05496.00
Date:	July 2006
Drwn/Chkd:	BSM/JRN
Figure:	1

File: Q:\2005_Projects\EJ05496.00\ERP_Modification\v01\Maps\EJ05496_Fig-2_Conservation_Map_1.mxd Printed: 3:16 pm 07/21/2006

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

June 9, 2006
File No 119A-2

Work Order No. 06-150.00
Palencia North

CONSERVATION EASEMENT

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 corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89°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 North 89°09'44" East, along the Northerly line of said Section 28, a distance of 1717.90 feet to a point lying on the Westerly line of the Rogue Leonardi Grant, Section 61 of said Township and Range; thence South 19°57'07" East, departing said Northerly line and along said Westerly line, 396.23 feet; thence South 70°02'53" West, departing said Westerly line, 105.54 feet to the Point of Beginning.

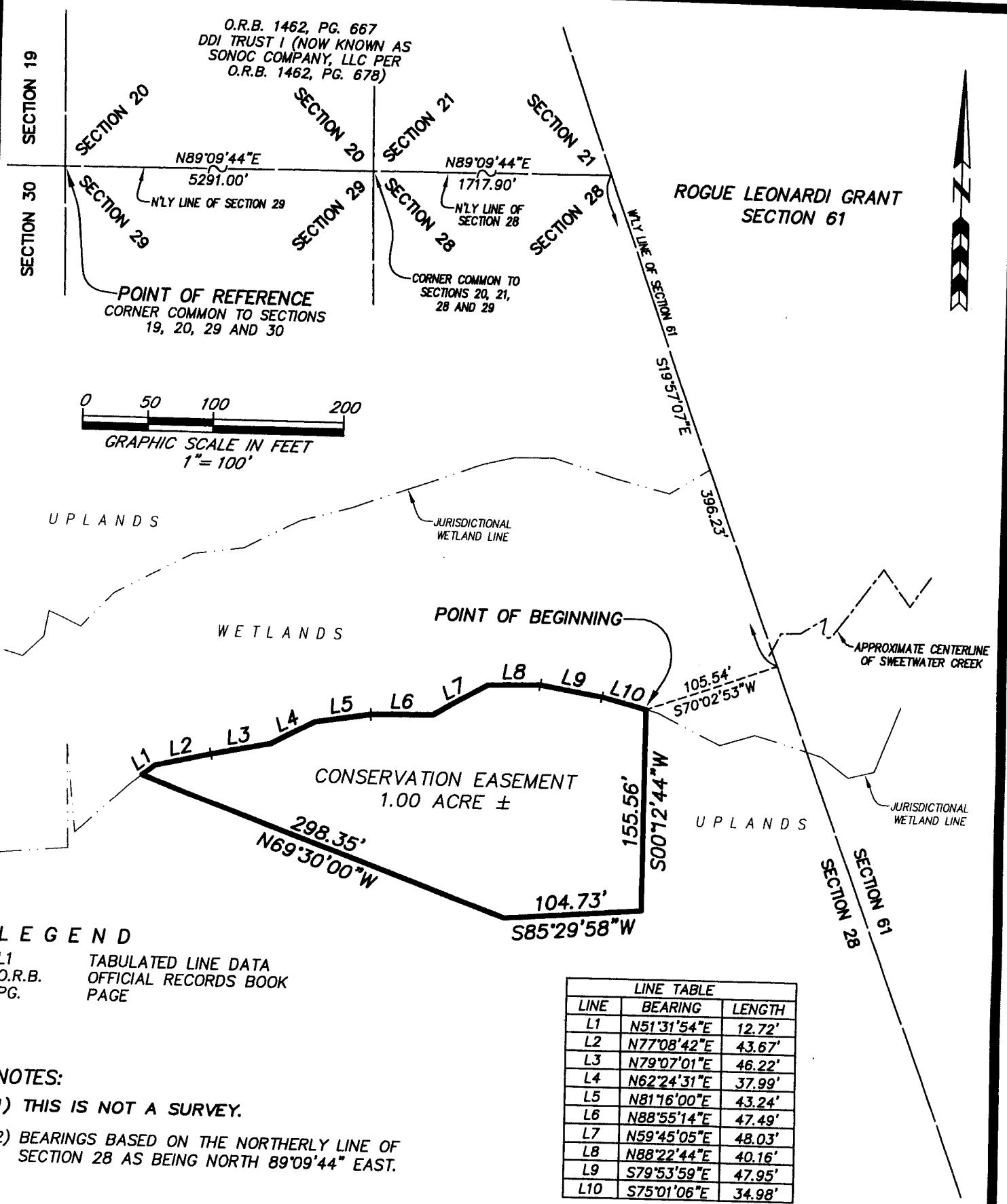
From said Point of Beginning; thence South 00°12'44" West, 155.56 feet; thence South 85°29'58" West, 104.73 feet; thence North 69°30'00" West, 298.35 feet; thence North 51°31'54" East, 12.72 feet; thence North 77°08'42" East, 43.67 feet; thence North 79°07'01" East, 46.22 feet; thence North 62°24'31" East, 37.99 feet; thence North 81°16'00" East, 43.24 feet; thence North 88°55'14" East, 47.49 feet; thence North 59°45'05" East, 48.03 feet; thence North 88°22'44" East, 40.16 feet; thence South 79°53'59" East, 47.95 feet; thence South 75°01'06" East, 34.98 feet to the Point of Beginning.

Containing 1.00 acre, 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.



LEGEND

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N51°31'54"E	12.72'
L2	N77°08'42"E	43.67'
L3	N79°07'01"E	46.22'
L4	N62°24'31"E	37.99'
L5	N81°16'00"E	43.24'
L6	N88°55'14"E	47.49'
L7	N59°45'05"E	48.03'
L8	N88°22'44"E	40.16'
L9	S79°53'59"E	47.95'
L10	S75°01'06"E	34.98'

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 28 AS BEING NORTH 89°09'44" 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

DAMON J. KELLY
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6284

DATE: JUNE 9, 2006 SCALE: 1"=100'

ORDER NO.: 06-150.00 FILE NO.: 119A-2 DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Track\Palencia North\Sketches\PN-CON1.dwg

Public Records of St. Johns County, FL Clerk # 2007013955, O.R. 2874 PG 1858,
03/01/2007 at 07:54 AM REC. $49.00 SUR. $54.50 Doc. D $.70

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 15th day of February, 2007, by **INTERVEST CONSTRUCTION OF JAX, INC.**, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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 (the "Permit") 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. Notwithstanding the foregoing sentence, Grantor is authorized to remove noxious or exotic invasive plants and dead trees with the Grantee's prior written approval.

(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.

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.

10. Consent of Mortgagee. The consent of the party holding a mortgage encumbering the Property is attached hereto.

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:

(Print Name) Teri L. Hansen

(Print Name) JOANNE SCHMIEDER

Intervest Construction of Jax, Inc.

By: _____

Name: Charlene B. Irland

Title: Vice President

Title: _____

Date: February 15, 2007

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

The foregoing instrument was acknowledged before me this 15th day of Feb., 2007, by Charlene B. Irland as Vice President of Intervest Construction of Jax, Inc., a Florida Corp., on behalf of the corporation.

(Print Name Teri L. Hansen)
NOTARY PUBLIC
State of Florida at Large
Commission # _____

My Commission Expires:

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

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

Type of Identification Produced

_____

_____

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, NATIONAL CITY BANK, a national banking association., the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, of the Public Records of St. Johns County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 26 day of Feb., 2007.

Witnesses:

Sharon E. Ondercik
Printed Name: **Sharon E. Ondercik**

Lori K Ammerman
Printed Name: Lori K. Ammerman

Mortgagee:

NATIONAL CITY BANK.

By: Robin A. Carr
Printed Name: **Robin A. Carr**
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF Orange

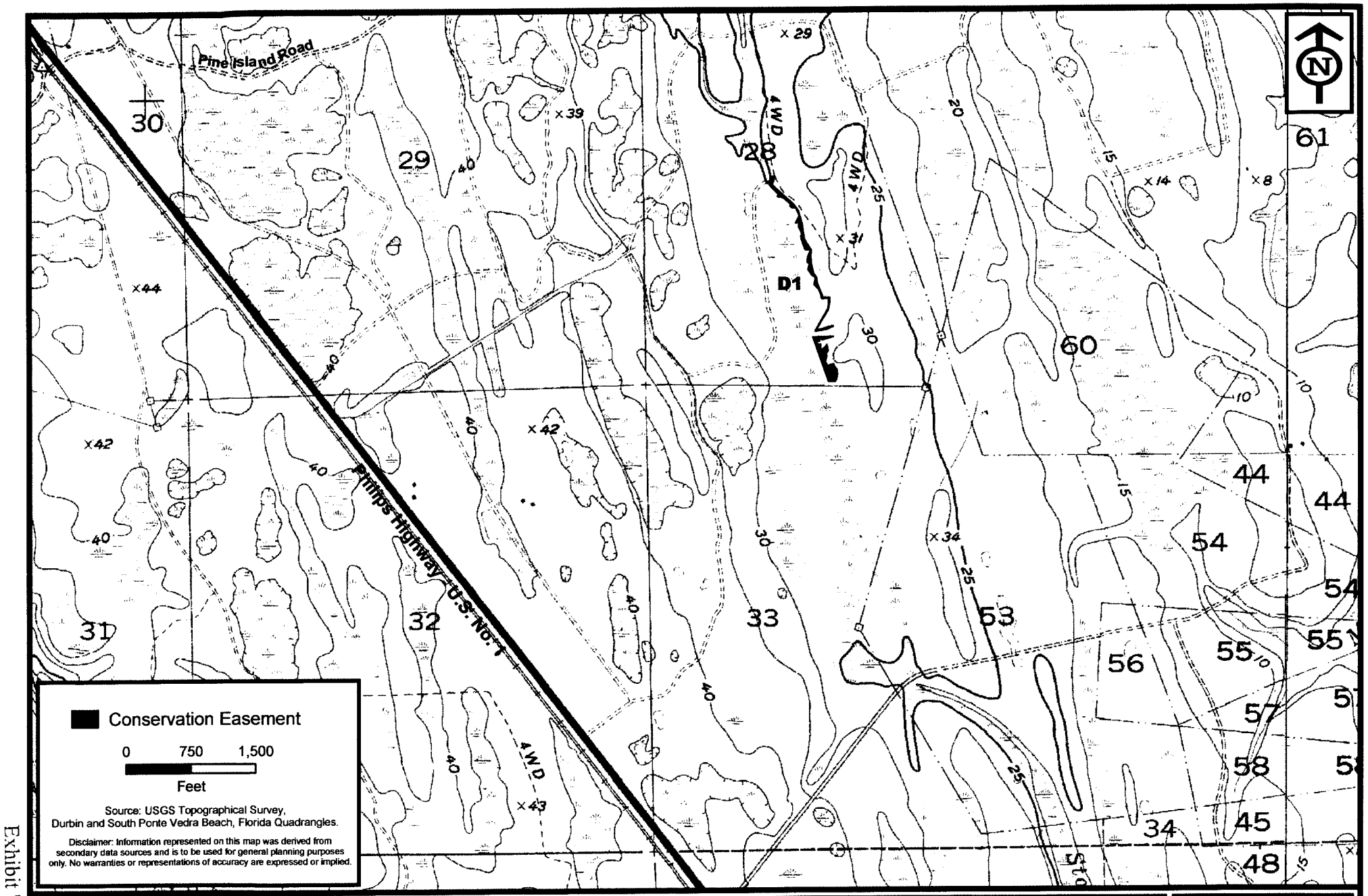
The foregoing instrument was acknowledged before me this 26 day of Feb, 2007, by Robin A. Carr who did not take an oath.

Jennifer Turchi
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

JENNIFER TURCHI
MY COMMISSION # DD 594373
EXPIRES: October 13, 2010
Bonded Thru Notary Public Underwriters

OR BK 2874 PG 1862



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 Mitigation

St. Johns County, Florida

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

File: Q:\2005_Projects\EJ05496.00\Las_Calinas_Phase_II\Maps\Las_Calinas_Phase_II_Mitigation_D.mxd Printed: 11:16 am 06/23/2006

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. 06-084.03
Las Calinas

CONSERVATION EASEMENT "D1"
PARCEL "A"

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 to the Point of Beginning.

From said Point of Beginning, thence North 19°39'52" West, departing said Southerly line of Section 28 and said Easterly prolongation of the Northerly line of Kensington Unit Two, a distance of 553.46 feet; thence North 88°39'12" East, 247.42 feet; thence South 06°05'34" East, 9.59 feet; thence South 74°10'20" West, 134.64 feet; thence North 56°14'35" West, 35.57 feet; thence South 04°58'52" West, 34.09 feet; thence South 71°45'56" West, 59.85 feet; thence South 77°58'05" East, 72.68 feet; thence South 00°29'13" East, 64.92 feet; thence North 53°22'29" East, 45.85 feet; thence North 37°43'32" East, 52.40 feet; thence South 10°50'13" East, 82.50 feet; thence South 38°47'39" West, 34.18 feet; thence South 17°15'01" East, 29.56 feet; thence South 16°07'35" West, 70.00 feet; thence South 29°56'04" East, 47.94 feet; thence North 75°32'45" East, 73.95 feet; thence South 24°53'00" East, 35.75 feet; thence South 37°03'35" East, 41.50 feet; thence South 05°30'19" East, 55.33 feet; thence South 05°26'16" West, 34.90 feet; thence South 22°10'23" West, 57.22 feet to a point lying on said Southerly line of Section 28; thence South 88°39'12" West, along said Southerly line, 83.14 feet to the Point of Beginning.

Containing 1.30 acres, more or less.

April 19, 2006
File No. 118E-39

Work Order No. 06-084.03
Las Calinas

CONSERVATION EASEMENT "D1"
PARCEL "B"

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 598.51 feet; thence North 28°19'23" East, 240.68 feet; thence North 16°42'41" West, 1270.16 feet; thence North 46°43'34" West, 320.92 feet; thence North 08°41'41" West, 68.22 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 08°41'41" West, 25.00 feet; thence North 54°17'44" East, 20.43 feet; thence North 49°58'33" East, 41.53 feet; thence North 40°01'27" West, 4.00 feet; thence North 68°07'12" West, 3.46 feet; thence North 02°47'22" East, 16.65 feet; thence Due East, 42.00 feet; thence South 18°00'00" West, 100.51 feet; thence South 48°00'00" East, 332.13 feet; thence South 37°00'00" East, 88.44 feet; thence South 17°00'00" East, 147.19 feet; thence South 08°00'00" East, 194.19 feet; thence South 34°00'00" East, 142.50 feet; thence South 05°00'00" West, 65.45 feet; thence South 03°07'32" East, 78.11 feet; thence South 12°00'00" East, 126.00 feet; thence South 35°00'00" East, 68.44 feet; thence South 05°45'59" East, 62.10 feet; thence South 22°00'00" East, 175.05 feet; thence South 87°53'20" East, 77.16 feet; thence Due South, 62.15 feet; thence South 09°30'00" West, 80.73 feet; thence South 31°00'00" West, 270.78 feet; thence North 74°30'00" East, 198.49 feet; thence South 14°57'12" East, 18.45 feet; thence South 76°43'19" West, 11.39 feet; thence South 65°02'43" West, 70.31 feet; thence South 79°38'14" West, 89.29 feet; thence South 81°16'09" West, 50.77 feet; thence North 29°03'58" West, 13.35 feet; thence North 30°47'45" East, 257.61 feet; thence North 30°23'10" East, 32.78 feet; thence North 08°40'27" East, 60.20 feet; thence North 01°03'03" East, 62.71 feet; thence South 82°11'00" West, 75.83 feet; thence North 22°50'08" West, 19.56 feet; thence North 16°52'26" West, 45.68 feet; thence North 20°52'06" West, 51.81 feet; thence North 47°40'07" West, 43.42 feet; thence North 36°17'03" West, 39.47 feet; thence North 12°13'36" East, 79.59 feet; thence North 62°23'54" West, 45.75 feet; thence North

32°40'44" West, 86.69 feet; thence North 16°44'47" East, 74.59 feet; thence South 79°48'57" West, 21.96 feet; thence North 30°56'12" West, 18.96 feet; thence North 03°53'44" East, 58.76 feet; thence North 26°47'23" East, 50.85 feet; thence North 14°15'05" East, 37.03 feet; thence South 79°18'43" West, 49.67 feet; thence North 31°39'29" West, 22.41 feet; thence North 22°19'40" West, 107.03 feet; thence North 07°33'54" West, 48.49 feet; thence North 17°07'20" East, 33.96 feet; thence North 24°30'01" West, 32.44 feet; thence North 28°00'12" West, 51.31 feet; thence North 02°10'41" East, 50.36 feet; thence South 68°51'56" West, 31.96 feet; thence North 42°09'51" West, 12.04 feet; thence North 27°42'07" East, 58.63 feet; thence North 26°14'48" East, 35.47 feet; thence North 23°47'53" West, 41.26 feet; thence North 27°08'22" West, 48.20 feet; thence North 80°11'03" West, 50.27 feet; thence North 39°58'08" West, 26.09 feet; thence North 43°35'43" East, 20.00 feet; thence North 50°52'45" West, 42.09 feet; thence North 49°24'42" West, 68.14 feet; thence North 65°11'21" West, 29.47 feet; thence North 82°47'58" West, 45.06 feet; thence North 09°21'38" West, 14.72 feet; thence North 80°39'22" East, 19.00 feet; thence North 41°28'23" West, 84.97 feet; thence North 49°35'16" West, 48.52 feet; thence North 36°41'41" West, 23.17 feet; thence North 50°30'46" West, 11.29 feet; thence North 36°42'48" East, 31.00 feet; thence South 64°43'44" West, 28.34 feet to the Point of Beginning.

Containing 1.71 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

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

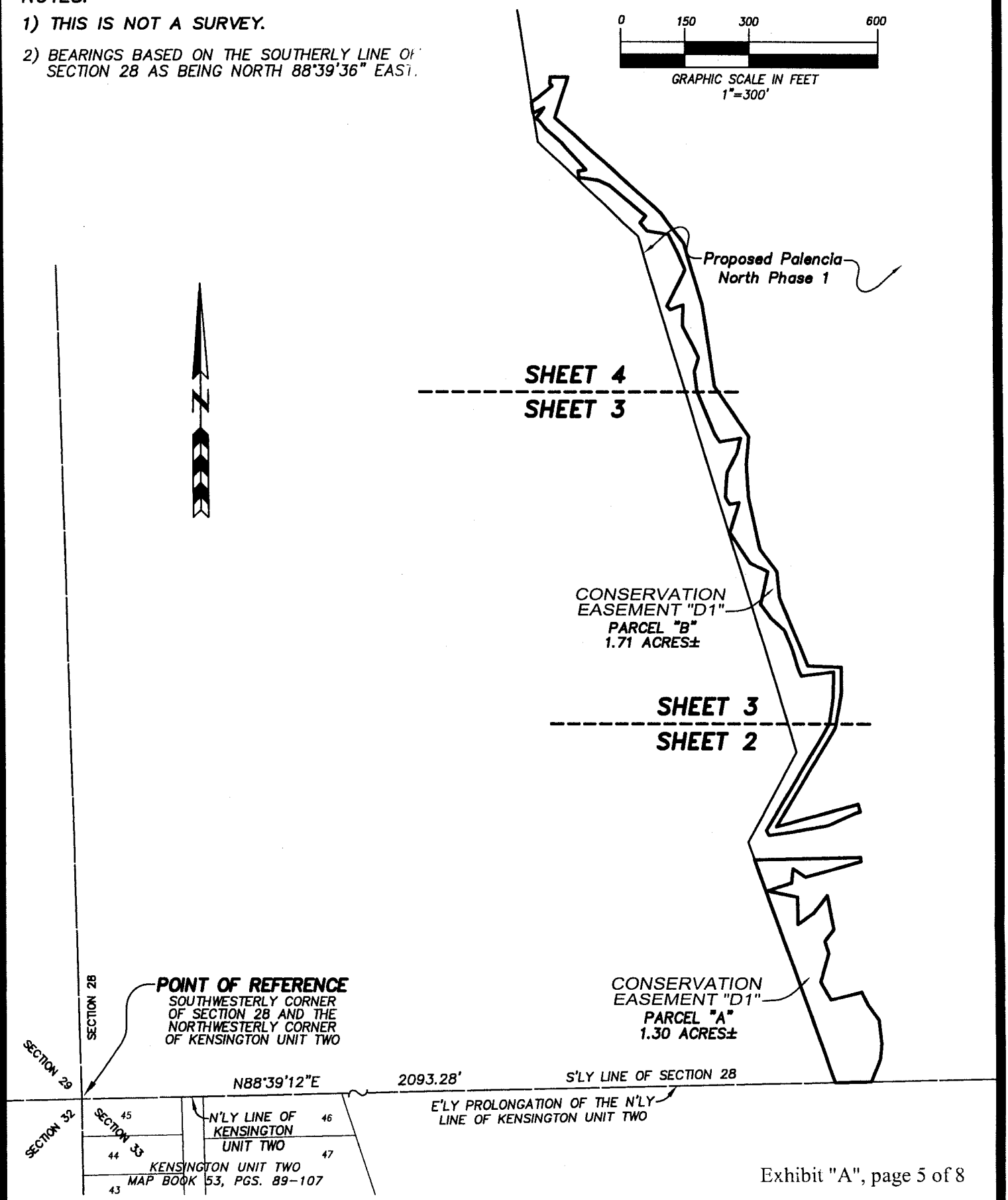
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

SHEET 1 OF 4

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

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

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

ORDER NO.: 06-084.03 FILE NO.: 118E-39(D1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT D1.dwg

SKETCH TO ACCOMPANY DESCRIPTION

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

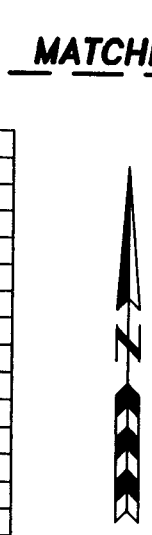
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°05'34"E	9.59'
L2	S74°10'20"W	134.64'
L3	N56°14'35"W	35.57'
L4	S04°58'52"W	34.09'
L5	S71°45'56"W	59.85'
L6	S77°58'05"E	72.68'
L7	S00°29'13"E	64.92'
L8	N53°22'29"E	45.85'
L9	N37°43'32"E	52.40'
L10	S10°50'13"E	82.50'
L11	S38°47'39"W	34.18'
L12	S17°15'01"E	29.56'
L13	S16°07'35"W	70.00'
L14	S29°56'04"E	47.94'
L15	N75°32'45"E	73.95'
L16	S24°53'00"E	35.75'
L17	S37°03'35"E	41.50'
L18	S05°30'19"E	55.33'
L19	S05°26'16"W	34.90'
L20	S22°10'23"W	57.22'
L21	S88°39'12"W	83.14'
L37	N74°30'00"E	198.49'
L38	S14°57'12"E	18.45'
L39	S76°43'19"W	11.39'
L40	S65°02'43"W	70.31'
L41	S79°38'14"W	89.29'
L42	S81°16'09"W	50.77'
L43	N29°03'58"W	13.35'
L44	N30°47'45"E	257.61'



LEGEND

L1 TABULATED LINE DATA
ESMT. EASEMENT

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

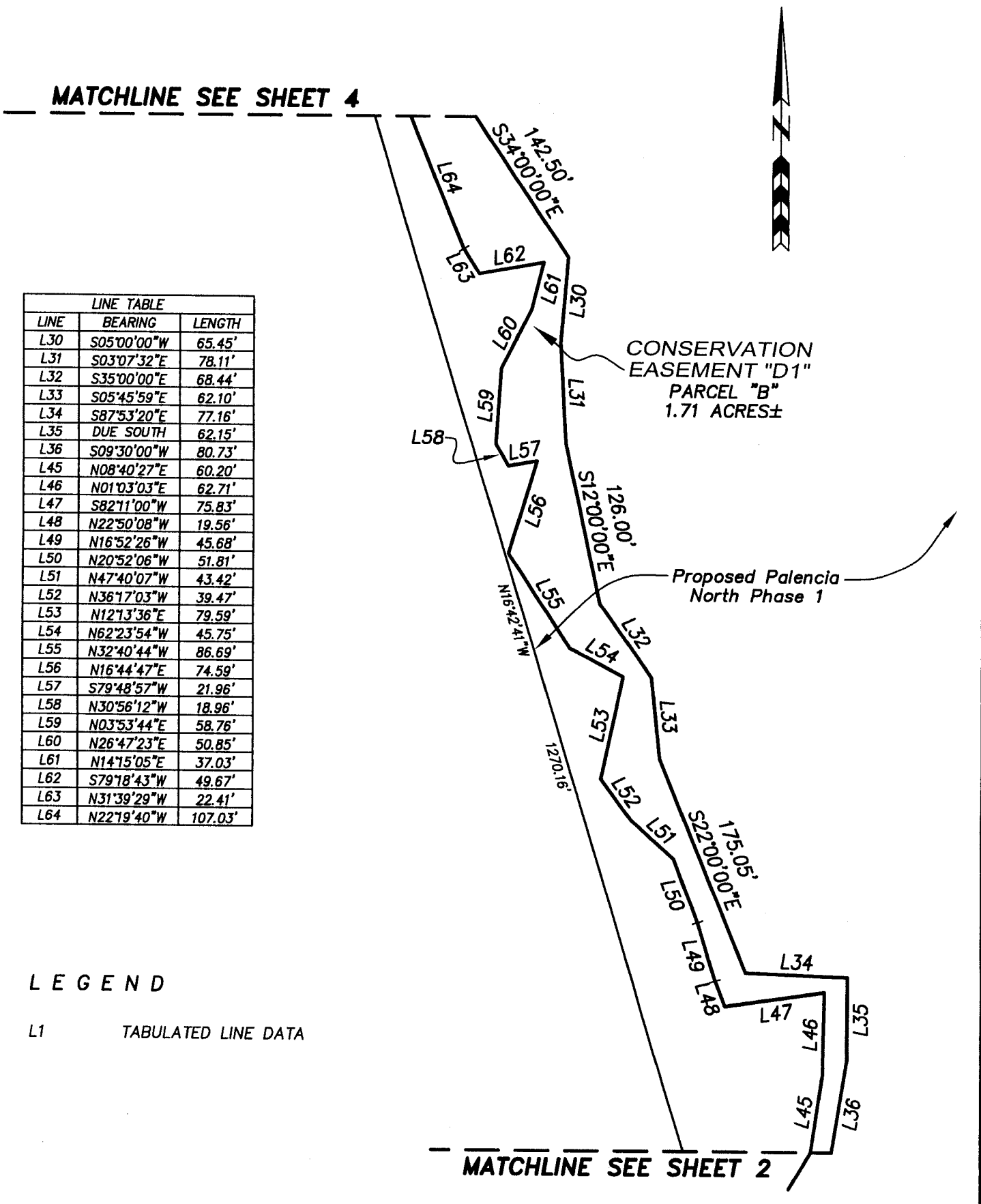
DATE: APRIL 19, 2006 SCALE: 1"=100'

ORDER NO.: 06-084.03 FILE NO.: 118E-39(D1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT D1.dwg

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
L30	S05°00'00"W	65.45'
L31	S03°07'32"E	78.11'
L32	S35°00'00"E	68.44'
L33	S05°45'59"E	62.10'
L34	S87°53'20"E	77.16'
L35	DUE SOUTH	62.15'
L36	S09°30'00"W	80.73'
L45	N08°40'27"E	60.20'
L46	N01°03'03"E	62.71'
L47	S82°11'00"W	75.83'
L48	N22°50'08"W	19.56'
L49	N16°52'26"W	45.68'
L50	N20°52'06"W	51.81'
L51	N47°40'07"W	43.42'
L52	N36°17'03"W	39.47'
L53	N12°13'36"E	79.59'
L54	N62°23'54"W	45.75'
L55	N32°40'44"W	86.69'
L56	N16°44'47"E	74.59'
L57	S79°48'57"W	21.96'
L58	N30°56'12"W	18.96'
L59	N03°53'44"E	58.76'
L60	N26°47'23"E	50.85'
L61	N14°15'05"E	37.03'
L62	S79°18'43"W	49.67'
L63	N31°39'29"W	22.41'
L64	N22°19'40"W	107.03'

LEGEND

L1 TABULATED LINE DATA

0 50 100 200

GRAPHIC SCALE IN FEET
1"= 100'

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

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

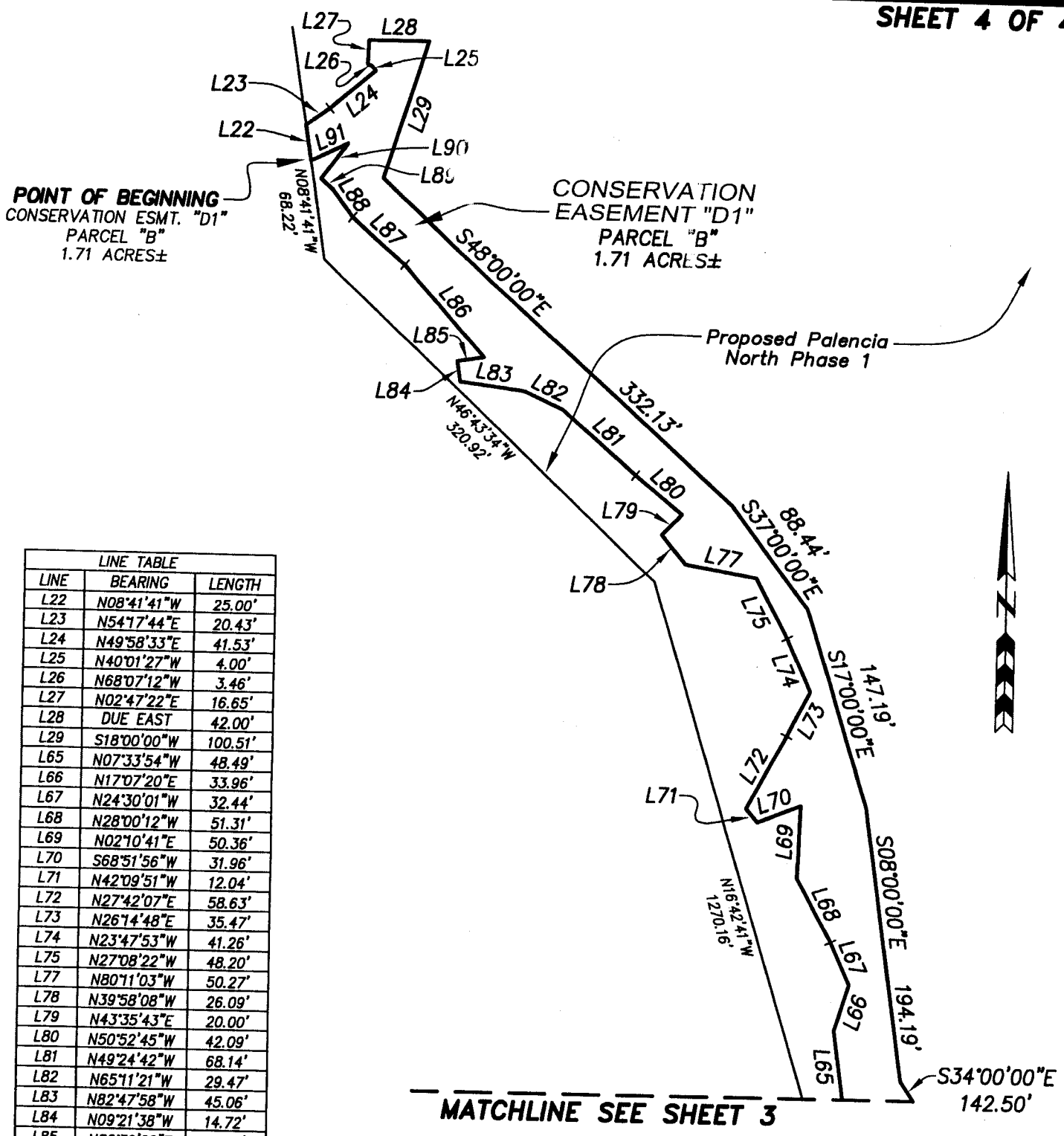
DATE: APRIL 19, 2006 SCALE: 1"=100'

ORDER NO.: 06-084.03 FILE NO.: 118E-39(D1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT D1.dwg

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
L22	N08°41'41"W	25.00'
L23	N54°17'44"E	20.43'
L24	N49°58'33"E	41.53'
L25	N40°01'27"W	4.00'
L26	N68°07'12"W	3.46'
L27	N02°47'22"E	16.65'
L28	DUE EAST	42.00'
L29	S18°00'00"W	100.51'
L65	N07°33'54"W	48.49'
L66	N17°07'20"E	33.96'
L67	N24°30'01"W	32.44'
L68	N28°00'12"W	51.31'
L69	N02°10'41"E	50.36'
L70	S68°51'56"W	31.96'
L71	N42°09'51"W	12.04'
L72	N27°42'07"E	58.63'
L73	N26°14'48"E	35.47'
L74	N23°47'53"W	41.26'
L75	N27°08'22"W	48.20'
L77	N80°11'03"W	50.27'
L78	N39°58'08"W	26.09'
L79	N43°35'43"E	20.00'
L80	N50°52'45"W	42.09'
L81	N49°24'42"W	68.14'
L82	N65°11'21"W	29.47'
L83	N82°47'58"W	45.06'
L84	N09°21'38"W	14.72'
L85	N80°39'22"E	19.00'
L86	N41°28'23"W	84.97'
L87	N49°35'16"W	48.52'
L88	N36°41'41"W	23.17'
L89	N50°30'46"W	11.29'
L90	N36°42'48"E	31.00'
L91	S64°43'44"W	28.34'

LEGEND

L1 TABULATED LINE DATA
ESMT. EASEMENT

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

0 50 100 200

GRAPHIC SCALE IN FEET
1" = 100'

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

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

ORDER NO.: 06-084.03 FILE NO.: 118E-39(D1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT D1.dwg

Public Records of St. Johns County, FL Clerk # 2007013954, O.R. 2874 PG 1848,
03/01/2007 at 07:54 AM REC. $41.00 SUR. $45.50 Doc. D $.70

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 15th day of February, 2007, by **INTERVEST CONSTRUCTION OF JAX, INC.**, having an address at 14785 St. Augustine Road, Suite 3, Jacksonville, Florida 32258, ("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 (the "Permit") 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. Nothwithstanding the foregoing sentence, Grantor is authorized to remove noxious or exotic invasive plants and dead trees with the Grantee's prior written approval.

(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.

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.

10. Consent of Mortgagee. The consent of the party holding a mortgage encumbering the Property is attached hereto.

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:

Teri L. Hansen
(Print Name) Teri L. Hansen

Joanne Schmieder
(Print Name) JOANNE SCHMIEDER

Intervest Construction of Jax, Inc.

By: _____
Name: Charlene B. Irland
Title: Vice President

Title: _____

Date: February 15, 2007

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

The foregoing instrument was acknowledged before me this 15th day of Feb., 2007, by Charlene B Irland as Vice President of Intervest Construction of Jax, Inc., a Florida Corp., on behalf of the corporation.

Teri L. Hansen
(Print Name Teri L. Hansen)
NOTARY PUBLIC
State of Florida at Large
Commission # _____

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc 800-385-7019

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, NATIONAL CITY BANK, a national banking association., the Mortgagee under that certain Mortgage Financing Statement and Security Agreement dated March 31, 2006 recorded on April 25, 2006 at Official Records Book 2690, Page 514, of the Public Records of St. Johns County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 26 day of Feb., 2007.

Witnesses:

Sharon E Ondercik
Printed Name: Sharon E. Ondercik

Lori K Ammerman
Printed Name: Lori K. Ammerman

Mortgagee:

NATIONAL CITY BANK.

By: Robin A. Carr
Printed Name: Robin A. Carr
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF Orange

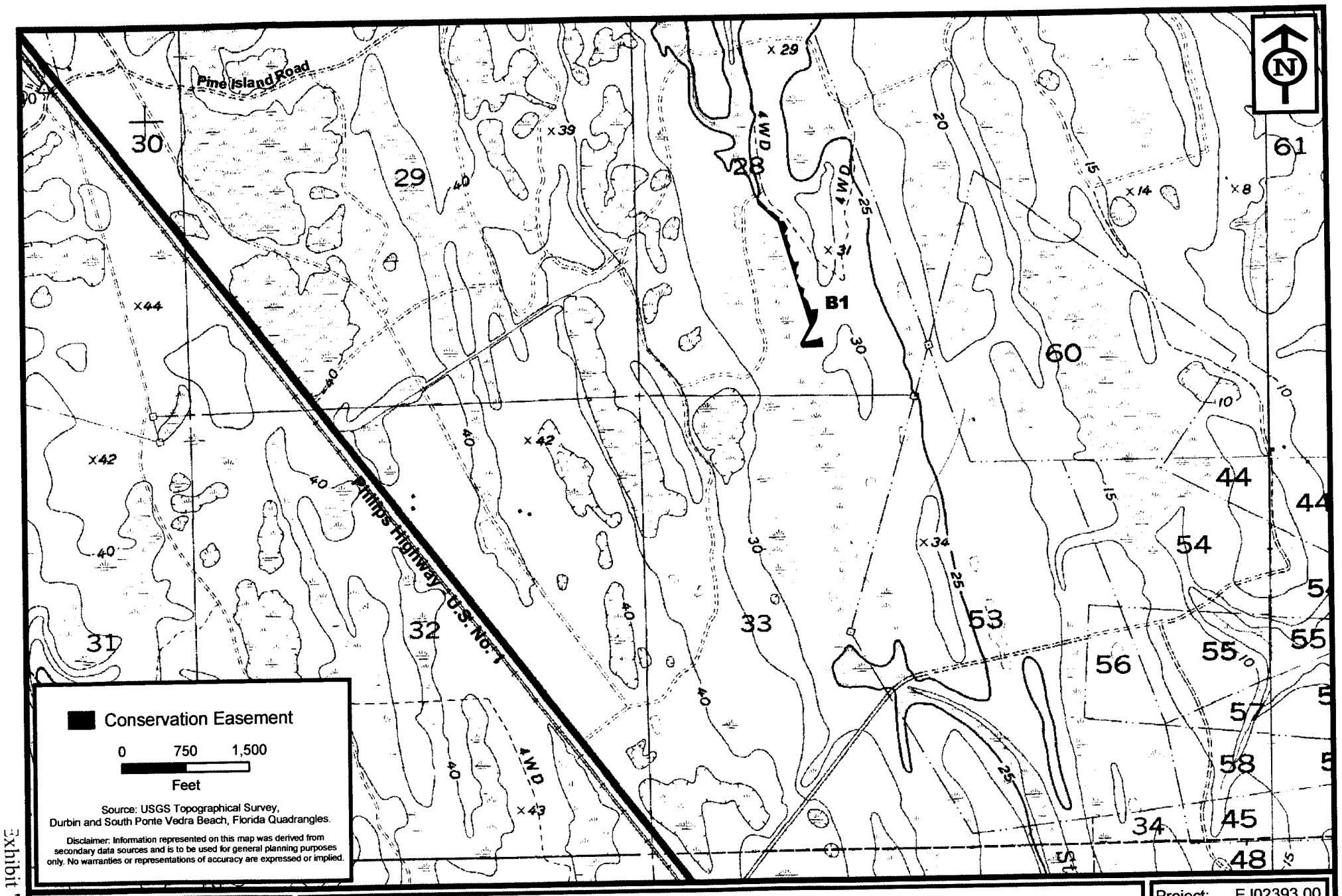
The foregoing instrument was acknowledged before me this 26 day of Feb, 2007, by Robin A. Carr who did not take an oath.

Jennifer Turchi
Notary Public, State of Florida at Large
My Commission Expires:
Serial No.:

Personally known ✓ OR produced identification _____. Identification produced _____.

JENNIFER TURCHI
MY COMMISSION # DD 594373
EXPIRES: October 13, 2010
Bonded Thru Notary Public Underwriters

OR BK 2874 PG 1852



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

Conservation Easement Map

Off-Site Mitigation for Las Calinas Phase I

St. Johns County, Florida

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

File: Q:\2002_Projects\EJ02393\Las_Calinas_Phase_I_Mitigation_B.mxd Printed: 11:14 am 06/23/2006

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. 06-084.01
Las Calinas

CONSERVATION EASEMENT "B1"

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 North 19°39'52" West, 45.06 feet; thence North 28°19'23" East, 240.68 feet; thence North 16°42'41" West, 1270.16 feet; thence North 46°43'34" West, 320.92 feet; thence North 08°41'41" West, 68.22 feet; thence North 64°43'44" East, 28.34 feet; thence South 36°42'48" West, 31.00 feet; thence South 50°30'46" East, 11.29 feet; thence South 36°41'41" East, 23.17 feet; thence South 49°35'16" East, 48.52 feet; thence South 41°28'23" East, 84.97 feet; thence South 80°39'22" West, 19.00 feet; thence South 09°21'38" East, 14.72 feet; thence South 82°47'58" East, 45.06 feet; thence South 65°11'21" East, 29.47 feet; thence South 49°24'42" East, 68.14 feet; thence South 50°52'45" East, 42.09 feet; thence South 43°35'43" West, 20.00 feet; thence South 39°58'08" East, 26.09 feet; thence South 80°11'03" East, 50.27 feet; thence South 27°08'22" East, 48.20 feet; thence South 23°47'53" East, 41.26 feet; thence South 26°14'48" West, 35.47 feet; thence South 27°42'07" West, 58.63 feet; thence South 42°09'51" East, 12.04 feet; thence North 68°51'56" East, 31.96 feet; thence South 02°10'41" West, 50.36 feet; thence South 28°00'12" East, 51.31 feet; thence South 24°30'01" East, 32.44 feet; thence South 17°07'20" West, 33.96 feet; thence South 07°33'54" East, 48.49 feet; thence South 22°19'40" East, 107.03 feet; thence South 31°39'29" East, 22.41 feet; thence North 79°18'43" East, 49.67 feet; thence South 14°15'05" West, 37.03 feet; thence South 26°47'23" West, 50.85 feet; thence South 03°53'44" West, 58.76 feet; thence South 30°56'12" East, 18.96 feet; thence North 79°48'57" East, 21.96 feet; thence South 16°44'47" West, 74.59 feet; thence South 32°40'44" East, 86.69 feet; thence South

62°23'54" East, 45.75 feet; thence South 12°13'36" West, 79.59 feet; thence South 36°17'03" East, 39.47 feet; thence South 47°40'07" East, 43.42 feet; thence South 20°52'06" East, 51.81 feet; thence South 16°52'26" East, 45.68 feet; thence South 22°50'08" East, 19.56 feet; thence North 82°11'00" East, 75.83 feet; thence South 01°03'03" West, 62.71 feet; thence South 08°40'27" West, 60.20 feet; thence South 30°23'10" West, 32.78 feet; thence South 30°47'45" West, 257.61 feet; thence South 29°03'58" East, 13.35 feet; thence North 81°16'09" East, 50.77 feet; thence North 79°38'14" East, 89.29 feet; thence North 65°02'43" East, 70.31 feet; thence South 06°43'02" East, 63.69 feet; thence South 06°05'33" East, 43.36 feet; thence South 88°39'12" West, 247.42 feet to the Point of Beginning.

Containing 2.35 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.

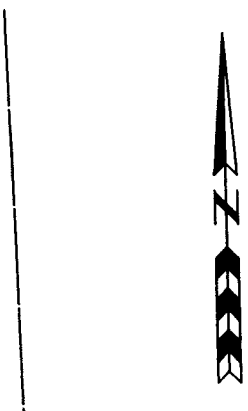
2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

0 150 300 600

GRAPHIC SCALE IN FEET
1"=300'

LEGEND

ESMT. EASEMENT



Proposed Palencia North Phase 1

SHEET 3

SHEET 2

CONSERVATION EASEMENT "B1"
2.35 ACRES±

POINT OF BEGINNING
CONSERVATION ESMT. "B1"
2.35 ACRES±

N19°39'52"W
553.46'

POINT OF REFERENCE
SOUTHWESTERLY CORNER OF SECTION 28 AND THE NORTHWESTERLY CORNER OF KENSINGTON UNIT TWO

SECTION 28

SECTION 29

SECTION 32

SECTION 33

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

45 46 44 47 43

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

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

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

ORDER NO.: 06-084.01 FILE NO.: 118E-39(B1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT B1.dwg

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

MATCHLINE SEE SHEET 3

LEGEND

L1 TABULATED LINE DATA

LINE TABLE		
LINE	BEARING	LENGTH
L34	S30°56'12"E	18.96'
L35	N79°48'57"E	21.96'
L36	S16°44'47"W	74.59'
L37	S32°40'44"E	86.69'
L38	S62°23'54"E	45.75'
L39	S12°13'36"W	79.59'
L40	S36°17'03"E	39.47'
L41	S47°40'07"E	43.42'
L42	S20°52'06"E	51.81'
L43	S16°52'26"E	45.68'
L44	S22°50'08"E	19.56'
L45	N82°11'00"E	75.83'
L46	S01°03'03"W	62.71'
L47	S08°40'27"W	60.20'
L48	S30°23'10"W	32.78'
L49	S30°47'45"W	257.61'
L50	S29°03'58"E	13.35'
L51	N81°16'09"E	50.77'
L52	N79°38'14"E	89.29'
L53	N65°02'43"E	70.31'
L54	S06°43'02"E	63.69'
L55	S06°05'33"E	43.36'

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

0 50 100 200

GRAPHIC SCALE IN FEET
1"= 100'

L34
L35
L36
Proposed Palencia North Phase 1
L37
L38
N16°42'41"W
1270.16'
L39
L40
L41
L42
L43
L44
L45
L46
L47
L48
CONSERVATION EASEMENT "B1"
2.35 ACRES±
N28°19'23"E
240.68'
L49
L50
L51
L52
L53
L54
L55
247.42'
S88°39'12"W
N19°39'52"W
45.06'
POINT OF BEGINNING
CONSERVATION EASEMENT "B1"
2.35 ACRES±
N19°39'52"W
553.46'
S'LY LINE OF SECTION 28
N88°39'12"E
2093.28'
SECTION 29
SECTION 28
POINT OF REFERENCE
SOUTHWESTERLY CORNER OF SECTION 28 AND THE NORTHWESTERLY CORNER OF KENSINGTON UNIT TWO
SECTION 32
SECTION 33
KENSINGTON UNIT TWO
MAP BOOK 53, PGS. 89-107

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

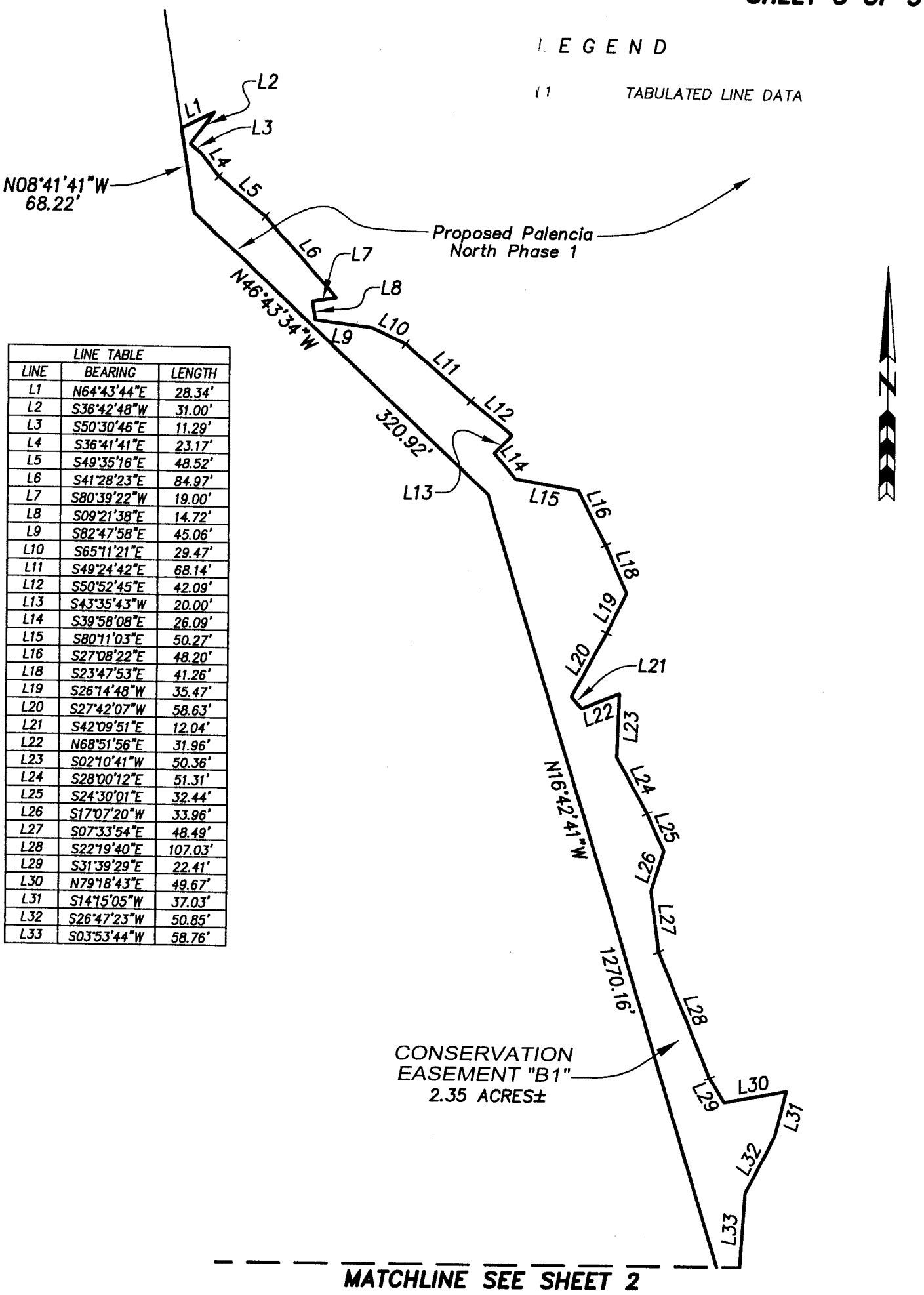
PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550

ORDER NO.: 06-084.01 FILE NO.: 118E-39(B1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT B1.dwg

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	N64°43'44"E	28.34'
L2	S36°42'48"W	31.00'
L3	S50°30'46"E	11.29'
L4	S36°41'41"E	23.17'
L5	S49°35'16"E	48.52'
L6	S41°28'23"E	84.97'
L7	S80°39'22"W	19.00'
L8	S09°21'38"E	14.72'
L9	S82°47'58"E	45.06'
L10	S65°11'21"E	29.47'
L11	S49°24'42"E	68.14'
L12	S50°52'45"E	42.09'
L13	S43°35'43"W	20.00'
L14	S39°58'08"E	26.09'
L15	S80°11'03"E	50.27'
L16	S27°08'22"E	48.20'
L18	S23°47'53"E	41.26'
L19	S26°14'48"W	35.47'
L20	S27°42'07"W	58.63'
L21	S42°09'51"E	12.04'
L22	N68°51'56"E	31.96'
L23	S02°10'41"W	50.36'
L24	S28°00'12"E	51.31'
L25	S24°30'01"E	32.44'
L26	S17°07'20"W	33.96'
L27	S07°33'54"E	48.49'
L28	S22°19'40"E	107.03'
L29	S31°39'29"E	22.41'
L30	N79°18'43"E	49.67'
L31	S14°15'05"W	37.03'
L32	S26°47'23"W	50.85'
L33	S03°53'44"W	58.76'

MATCHLINE SEE SHEET 2

0 50 100 200

GRAPHIC SCALE IN FEET
1"= 100'

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 28 AS BEING NORTH 88°39'36" EAST.

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

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

ORDER NO.: 06-084.01 FILE NO.: 118E-39(B1) DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Las Calinas\Mitigation Sites\MIT B1.dwg

Public Records of St. Johns County, FL Clerk # 2007063791, O.R. 2984 PG 1794, 09/21/2007 at 03:20 PM REC. $33.00 SUR. $36.50

3
(8)

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, Washington, D.C., and the material in the blank spaces in the form was inserted by or under the direction of:

USDA Rural Development
(Name)
971 W. Duval St., Ste. 190
Lake City, FL 32055
(Address)

[Space Above This Line For Recording Data]

Form RD 3550-14 FL
(Rev. 11-04)

Form Approved
OMB No. 0575-0172

MORTGAGE

United States Department of Agriculture
Rural Housing Service

THIS MORTGAGE ("Security Instrument") is made on September 20, , 2007 . [Date]
The mortgagor is Chelsea Howze
("Borrower").
This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument	Principal Amount	Maturity Date
09/20/20007	$129,109.00	09/20/2040

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property located in the County of Duval
, State of Florida:

Lot 367 of SAMARA LAKES PARCEL B PHASE TWO,according to the Plat thereof as recorded in Map Book 59, Page(s) 1 through 7, of the Public Records of St. Johns County, Florida.

which has the address of 176 Brookfall Drive, St. Augustine, [Street] [City]
Florida [ZIP] ("Property Address");

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. Borrower's Copy. Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, disability, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, disability, age or familial status.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Cross Collateralization. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in such cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state

laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

25. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

☐ Condominium Rider ☒ Planned Unit Development Rider ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Chelsea Howze (Seal)
* *Borrower*
CHELSEA HOWZE

(Seal)
* *Borrower*

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DUVAL } *ss :*

The foregoing instrument was acknowledged before me this September 20, 2007

by CHELSEA HOWZE who

is(are) personally known to me or who has (have) produced a valid license

as identification and who did (did not) take an oath.

Carla B. Dempster
NOTARY SIGNATURE

NOTARY SEAL
OR NOTARY STAMP

CARLA B. DEMPSTER
Notary Public - State of Florida
My Commission Expires Jan 8, 2011
Commission # DD 627838
Bonded Through National Notary Assn.

Carla Dempster
NOTARY NAME TYPED, PRINTED OR STAMPED

COMMISSION EXPIRES: _____

SERIAL NUMBER, IF ANY: _____

Form RD 3550-11
(Rev. 8-00)

Form Approved
OMB No. 0575-0172

United States Department of Agriculture
Rural Housing Service

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this SEP 20 2007 day of _____, _____ and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrowers interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instruments, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award of claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01 72. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
(iii) termination of professional management and assumption of self-management of the Owners Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Chelsea Howze (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Public Records of St. Johns County, FL Clerk # 2007013700, O.R. 2874 PG 189,
02/28/2007 at 11:42 AM REC. $77.00 SUR. $86.00

25
19

Prepared by and Return to:
Julington Creek Plantation
Property Owners' Association, Inc.
c/o May Management Services, Inc.
12627 San Jose Boulevard, Suite 501
Jacksonville, Florida 32223

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF JULINGTON CREEK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

(Pine Chase, Phase 2)
(Parcel 56, Phase 2 & 58)

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION (the "Amended and Restated Supplemental Declaration") is made this 20th day of February, 2007, by **D.R. HORTON, INC. - JACKSONVILLE**, A Delaware corporation, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Pursuant to that Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the Public Records of St. Johns County, Florida, as such has been amended and supplemented (collectively the "Amended Declaration"), Atlantic Gulf Communities Corporation subjected certain property described therein to the covenants, conditions and restrictions in the Amended Declaration. Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to Julington Partners Limited Partnership pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida. Julington Partners Limited Partnership assigned its rights as developer under the Amended Declaration to Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1705, page 1368 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer subjected additional lands owned by it to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in Official Records Book 1868, Page 459 of the public

records of St. Johns County, Florida (the "Supplemental Declaration"). A legal description of such property is attached hereto as **Exhibit "1"** and referred to herein as "Pine Chase, Phase 2".

D. Pursuant to Article VII of the Amended Declaration, Developer may amend the Amended Declaration at any time prior to turnover of control of the Association. Prior to transfer of control of the Association, at a duly called and conducted special meeting of the Board of Directors of the Association held on May 3, 2006 at which a quorum was present, the Developer and the committee comprised of Owners established to review and approve such requirements and restrictions agreed to amend the use and maintenance requirements and restrictions as contained herein. Developer has amended the Amended Declaration as provided herein as to Pine Chase, Phase 2 to provide for the agreed upon use and maintenance requirements and restrictions in the interest of the owners or Living Units within Pine Chase, Phase 2 and to protect and preserve the values of Pine Chase, Phase 2.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends and restates the Supplemental Declaration as provided herein. The Developer declares that Pine Chase, Phase 2 shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, and reservations set forth in the Amended Declaration and as set forth in this Amended and Restated Supplemental Declaration. All such easements, covenants, conditions, restrictions and reservations shall run with title to Pine Chase, Phase 2 and shall be binding upon all persons having and/or acquiring any right, title, or interest in Pine Chase, Phase 2 or any portion thereof, unless otherwise indicated herein, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Pine Chase, Phase 2 or any portion thereof and Pine Chase, Phase 2 shall be deemed to be "Property" as such term is defined in the Amended Declaration. All capitalized terms herein shall have the same meaning as set forth in the Amended Declaration unless otherwise indicated herein.

In accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and Owners of Lots within Pine Chase, Phase 2 shall be subject to the following terms, conditions, covenants, and restrictions:

1. **Residential Lots**. All Lots in all blocks (as depicted on the plat of Pine Chase, Phase 2 and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two (2) stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. **Building Square Footage, Setback and Roof Pitch Requirements.** The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Pine Chase, Phase 2 shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

I. Minimum Lot Size: Eight thousand (8,000) square feet.

II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas: One Thousand Eight Hundred (1,800) square feet.

III. Living Unit setback requirements (as measured from the property lines):
(A) Front: Twenty feet (20').
(B) Side: Five feet (5').
(C) Rear: Ten feet (10').
(D) Side yard on street side of corner lot: Fifteen feet (15').

The foregoing setback requirements may be waived by a written Instrument executed by the Developer or the Architectural Control Committee (the "ACC") as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans**. It is the intention of the parties that a portion of the land contained in Pine Chase, Phase 2 be constructed and developed for single family Living Units. In that regard, any residential construction and development within Pine Chase, Phase 2 shall be in compliance with the following provisions:

a. **Construction Plans**. No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the ACC, formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed or altered upon Pine Chase, Phase 2 only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans**. All owners of any portion of Pine Chase, Phase 2 which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by an Owner. If the ACC disapproves any plans submitted by an Owner, the ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and

resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. **Liability of ACC or Developer**. The ACC's right of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants, or attorneys shall be liable to any owner of any portion of Pine Chase, Phase 2 or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submission. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Pine Chase, Phase 2, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. **Completion of Construction.** Once Construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. **Cumulative Provisions.** The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Pine Chase, Phase 2; provided, however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

4. **Easements.**

a. **Easements.** Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities; provided, however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. The easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner or the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity is responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner or the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. **Additional Utility Easements.** In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Pine Chase, Phase 2, Developers reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical or any other utility service for the Lots contained within Pine Chase, Phase 2. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. **Developer's Easement to Correct Drainage.** For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Pine Chase, Phase 2 to maintain and correct drainage of surface waters or other erosion controls; provided, however, Developer's exercise of this easement shall not materially and adversely affect the single family dwellings in Pine Chase, Phase 2. This reserved easement automatically vests in the Association or other entity maintaining the stormwater drainage at such times as such entity assumes such responsibility.

d. **Easement for Unintentional Encroachment.** The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs,

shifting or movement of any portion of Pine Chase, Phase 2, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

e. **Central Telecommunication Receiving and Distribution System.** The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer for itself and all owners of living units agree to abide by any and all legal requirements imposed by JEA, St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within Julington Creek Plantation. In connection therewith all Owners of living units shall abide by the following provisions:

a. Unless otherwise authorized by JEA, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division is made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools, or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installer in any Living Unit to be constructed on any part of Pine Chase, Phase 2 having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.

II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including, without limitation, contamination of the potable water source, any discoloration of improvements, erosion of the soil conditions or flooding. The

Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

d. Building connections for all utilities, including, but not limited to, water, electrical telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that Pine Chase, Phase 2 Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has created a Community Development District pursuant to the terms of Florida Statues Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation, a recreation facility for Julington Creek Plantation and for ongoing maintenance of such recreation area as well as wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns tax assessor's office and for such other purposes as the District shall determine. Except those Lots which are specifically not included within the Community Development District boundary, all Owners of Lots within Julington Creek Plantation, including, without limitation, Pine Chase, Phase 2, are a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of Julington Creek Plantation Community Development District.

8. **Permits and Restrictions.**

a. **Association Responsibility**. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199406191 (IP-CA), dated February 14, 1997 and 199406191 (IP-CA) modification 1, dated June 2, 1997, ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBER 4-109-0025 M7 dated August 12, 1997 ISSUED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD"). THE PERMITS ARE OWNED OR WILL BE OWNED BY THE ASSOCIATION AND, NOTWITHSTANDING THE OWNERSHIP OF THE PERMITS, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST AN OWNER VIOLATIONG SUCH PERMITS.

PROVIDED HOWEVER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLETO

THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND TO THE CONSERVATION AREAS.

EXCEPT AS REQUIRED OR PERMITTED BY THE AFOREMENTIONED PERMITS ISSUED BY THE ACOE AND SJRWMD, NO OWNER SHALL ALTER, FILL, DREDGE, PLACE SOD OR EXCAVATE, OR PERFORM SIMILAR ACTIVITIES ON ANY PORTION OF OWNERS RESPECTIVE LOT, UNLESS AND UNTIL SUCH ACTIVITY IS AUTHORIZED BY OR EXEMPT FROM THE REQUIREMENTS OF THE ACOE AND SJRWMD.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEY FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

b. **Enforcement.** Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair of reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SRJWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relation to the Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

9. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on Pine Chase, Phase 2 Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Pine Chase, Phase 2, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

10. **Energy Conservation.** Living Units shall be designed to meet, at a minimum, the requirement of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devises are not prohibited or discouraged but the design and appearance of such devises will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

11. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one (1) or more Pine Chase, Phase 2 Lots for any purpose whatsoever, including as a right of way for road purposes and easement. Upon the combination of two (2) Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within Pine Chase, Phase 2 shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than the minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

12. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agent, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

13. **Motor Vehicles and Parking.**

a. **Intent.** The intent of this paragraph is to preserve the family oriented residential character of the neighborhoods of Julington Creek Plantation through the establishment of reasonable and enforceable restrictions on motor vehicles and parking. As such, parking and storage of Commercial Type Vehicles, as hereinafter defined, and commercial use vehicles within Julington Creek Plantation is prohibited, except as otherwise provided in this paragraph.

b. **Vehicle Classification.** A vehicle shall be classified as a personal transportation vehicle, recreational or other personal use vehicle or a commercial type vehicle. A personal transportation vehicle includes, but is not limited to, automobiles, motorcycles, golf carts, vans, SUVs, and trucks that have no more than two (2) axles and are of such a size that could normally be stored in a garage of Living Unit (a "Personal Transportation Vehicle"). A recreational vehicle or other personal use vehicle includes, but is not limited to, RVs, travel trailers, mobile homes, boats, jet skis, buses, all-terrain vehicles, utility trailers and any other vehicle designed for use on roads or waterways excluding Personal Transportation Vehicles (a "Recreational or Other Personal Use Vehicle"). A commercial type vehicle includes, but is not limited to, automobiles, vans, SUVs, trucks and other vehicles not normally stored in the garage of a Living Unit (a "Commercial Type Vehicle"). Whether a vehicle is classified as a Personal Transportation Vehicle, a Commercial Type Vehicle, or a Recreational or Other Personal use Vehicle shall be at the discretion of the Board of Directors. Actual use of a vehicle does not determine the vehicle classification. Bicycles, scooters and other vehicles weighing less than two hundred (200) pounds are excluded from the provisions of this paragraph.

c. **Parking.** Personal Transportation Vehicles must be parked on the driveway of Lot, in the garage of a Lot or on any other ACC approved parking area. Recreational or Other Personal Use Vehicles must be parked or stored in a garage or must be completely screened from view by an ACC approved fence. Commercial Type Vehicles cannot be placed, parked or stored on any driveway or Lot. Parking on common areas not approved for

parking and easements is not permitted. Exceptions to this subparagraph are permitted for normal loading, unloading and cleaning of vehicles for a period not to exceed eight (8) hours.

d. **Residential Use Not Permitted**. No travel trailer, mobile home, boat, tent, storage building, garage, barn, outbuilding or other structure shall be, at any time, used as a residence either temporarily or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, jet skis, golf carts, all-terrain vehicles, or other vehicles classified as a "Recreational or Other Personal Use Vehicle" cannot be placed, parked, or stored on any Lot unless totally contained within a garage or other ACC approved parking area.

e. **Vehicle Maintenance**. All vehicles shall be registered and licensed as is required by law. All vehicles shall be maintained in good condition; provided, however, the paint and design of all vehicles shall not be deemed in bad taste as may be determined in the sole discretion of the ACC. Maintenance shall not be permitted on any vehicle while such vehicle is parked on any community street, and maintenance on any Commercial Type Vehicle shall not be permitted. Maintenance that requires a vehicle to be placed upon blocks shall only be performed in a garage and maintenance on a vehicle that requires more than twenty four (24) hours to complete shall only be performed in a garage. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

f. **Offstreet Motor Vehicles**. No motorized vehicles including, without limitation, two (2) and three (3) wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. An Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees.

14. **Temporary Structures**. No structures of a temporary character, including, without limitation, a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, without the prior written approval of the ACC, except that the Developer or its designees shall be permitted to use the Lot as a sales office or construction office during any development within Julington Creek Plantation. Any Lot Owner who wishes to erect certain detached structures, including, without limitation, sheds (that exceed six feet (6') in height, four feet (4') in width and four feet (4') in depth), storage units, pavilions, gazebos, cabanas, platforms, and pergolas, must obtain the prior written approval of the Association prior to erecting such detached structure. Any request for approval must be in writing and include a graphic illustration of the structure, a copy of a survey showing placement of the detached structure and a description of the construction materials, including finishes and colors, of the fence or wall. Notwithstanding the foregoing, temporary storage units or PODs may be placed on a driveway for up to five (5) days. Such temporary storage units or PODs shall not be used for business related activities by the Lot Owner. The use of construction waste units shall be subject to the prior written approval of the ACC. In addition to the provisions of this paragraph, all sheds must be in compliance with applicable setback requirements, be securely anchored to the ground, be located at the rear of the Living Unit or other area approved by the ACC, not exceed eight and one half feet (8 ½') in height, ten feet (10') in width and ten feet (10') in depth, match the color of the Living Unit and be screened

from view by an ACC approved privacy fence six feet (6') in height. Any shed constructed of metal, plastic or other material deemed inappropriate by the ACC shall not be permitted. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

15. **Nuisance**. No nuisance or any other interference with a person's interest in the quiet enjoyment of his or her Lot shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

16. **Oil Drilling**. No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring or for oil or natural gas shall be erected, maintained or permitted upon any Lot.

17. **Intersection Site Distance**. No hedge, shrub or planting which obstructs the site lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of site lines. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

18. **Tree Preservation**. No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Association, unless located within ten feet (10') of the Living Unit or accessory building or within ten feet (10') of the approved site for such building and not until the Owner is ready to commence construction. In the event that a hardwood tree is removed from a Lot, the Owner of said Lot shall replace the removed hardwood tree with another hardwood tree at any location on the Lot.

19. **Signs and Flags**.

a. **Signs**. Temporary signs shall be permitted to be temporarily displayed to public view on any Lot, provided that such sign does not exceed three (3) square feet and is not displayed for more than four (4) calendar days. Notwithstanding the foregoing, signs for the sale or rent of any Living Unit shall be permitted to be displayed to public view provided that such sign does not exceed four (4) square feet, is placed completely within applicable setback requirements, and is removed no later than forty eight (48) hours following the sale or the renting

of said Lot. In addition, politically-related signs for any recognized federal, state or local election supervised by the St. Johns County Supervisor of Elections or Association elections shall be permitted, provided such sign does not exceed three (3) square feet, is placed completely within applicable setback requirements, is placed no earlier than one hundred twenty (120) days prior to the scheduled election date and is removed within forty eight (48) hours following the election. Only one (1) sign per candidate shall be permitted. Security signs are permitted provided that such sign does not exceed one (1) square foot and is placed within two feet (2') of the Living Unit. Signs advertising a product or service, including, but not limited to, pool construction, pressure washing, water softener installation, and various home improvements, shall not be permitted. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation. The Association or its agents shall have the right to review, approve and remove all signs violating the foregoing conditions and restrictions or signs deemed in bad taste or placed in such a way so as to not comply with neighborhood standards. Signs shall not be permitted in the common areas.

b. **Flags**. Flagpoles shall not exceed sixteen feet (16') in height or four inches (4") in diameter. All flags that are displayed to the public must be consistent with neighborhood standards. No more than three (3) flags on a Lot shall be displayed at any one time.

20. **Driveways**. Prior to the Construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provisions of paragraph 3.

21. **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four (4) dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of a pet is required to immediately remove and properly dispose of solid pet waste. If an Owner owns a pet as permitted hereunder, such Owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any visible pet restraining devices, including, but not limited to, pet holding posts, shall not be permitted on the front portion of any Lot for a period exceeding three (3) daylight hours. Any fence must be submitted to the ACC for approval. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

22. **Refuse Disposal.**

a. **Daily Refuse**. Trash, garbage or other waste must be kept in sanitary containers be disposed of in accordance with the applicable rules of the collection procedures of St. Johns County. Refuse and recycling containers shall be screened from view and conform to the restrictions of this Declaration when not placed at the curb. Refuse or recycling containers

shall not be permitted to be placed at a curb more than twenty four (24) hours prior to collection and shall be removed from curbside within a reasonable amount of time following collection.

b. **Landscape or Construction Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish; provided, however, exceptions may be permitted by the Board of Directors for storm clean up or major landscaping renovations. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot

23. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All exterior air conditioning units shall be screened from public view by an ACC approved fence, wall or landscaping or shrubbery.

24. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All garage doors shall be kept fully closed as much as is reasonably possible and shall not be kept open, either fully or partially, for access by pets. Garage doors open for an extended amount of time shall be not left unattended. Garage screens shall not be permitted.

25. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from view.

26. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

27. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. A play structure, tennis court, playhouse, skateboard ramp or other structures of any kind shall be constructed and/or erected upon a Lot so that its placement upon a Lot and its design minimizes the effect of the item on adjacent Lots. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards) shall be constructed any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot. Any Lot Owner, prior to the installation of a tennis court, skateboard ramp, basketball courts (not including a basketball hoop) and any structure which exceeds six feet (6') in height, must first request the prior written approval of the ACC. Such request shall include a plan describing the location, dimensions, materials, and graphic illustration of the proposed structure. The ACC may require that any structure be fenced in with a six foot (6') privacy fence. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

28. **Mailboxes.** No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized mailbox location. If and when the U.S. Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the

mailbox or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

29. **Window Coverings.** No visibly reflective window coverings or treatments shall be permitted on any Living Unit. Window tinting is permitted so long as it is not visibly reflective from the exterior of the Living Unit. Sunshade screening on windows shall not be permitted. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

30. **Fences and Walls.**

a. **Approved Fences and Walls.** Without limiting the provisions of any other term hereof, the composition, location and height of any fence or well to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

b. **Fence or Wall Plan.** Any fence, wall, hedge or other similar structure must be included in a plan submitted to the ACC with respect to location, height and type of material and must be approved by the ACC. Such plan shall include, but not be limited to, a copy of the Lot survey that details placement of the fence or wall, a brief description of the fence material and color, the height of the fence, and a description of any possible adverse effects on neighboring Lots which may not be apparent on the survey. Fence and wall materials shall be limited to wood (shadowbox or board-on-board), vinyl, aluminum and other materials specifically approved of by the ACC. Any fence or wall adjacent to a pond or lake must be open picket and of spindle design so as not to obstruct the view of said pond or lake. Chain link fences shall not be permitted.

c. **Placement and Height Limitations.** Fences shall be constructed so that structural side and support posts face the Lot. Fencing and walls shall not extend beyond the midpoint of the side walls of the Living Unit except in such instances approved by the ACC for reasons including, but not limited to, shielding an air conditioning unit from view. Fence and wall height shall not exceed six feet (6') except that fences and walls upon Lots that are parallel to a pond and the first fifteen feet (15') of a fence or wall perpendicular to a pond shall not exceed four feet (4'). In addition, fences and walls on pond or lake Lots shall not extend beyond the top of the embankment. Fences and walls are prohibited on Lots adjacent to the golf course property.

d. **Maintenance.** Each Lot Owner shall maintain in good repair any fence or wall upon his or her Lot, including, but not limited to, regularly washing, painting, staining and performing carpentry work upon said fence or wall.

31. **Landscaping and Living Unit Maintenance.**

a. **Landscape and Living Unit Maintenance.** All Owners, or their designees, shall regularly perform maintenance procedures upon their Lot, including, but not limited to, mowing, edging, trimming, pruning, fertilizing, and applying herbicides, insecticides, and fungicides, in order to promote a neat and healthy appearance of all landscaping located on the Lots. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. Grass shall not be permitted to grow to a height four inches (4') above the horizontal plane of the ground immediately below the shaft. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot so that his Lot and Living Unit comply with all guidelines established by the ACC. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, overgrown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may issue two (2) notices to cure the condition, and after the issuance of notices enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. An administrative fee and all costs relating to the maintenance performed shall be assessed against the Lot Owner.

b. **Artificial Landscaping and Decor.** No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior portion of any Lot unless approved in writing by the ACC; provided, however, the placement of any trellises, statues, fountains, and similar structures less than three feet (3') in height need not have the prior written approval of the ACC.

c. **Modification of Existing Landscaping.** Landscaping activity that would significantly modify the original landscape footprint must be approved by the ACC. Plans for such modification shall include, but not be limited to, all landscape, garden structures and other architectural features as well as a description of the current landscape footprint, driveway, sidewalk, path, patio, and irrigation coverage.

32. **Lighting.** The placement of lighting on a Lot shall be permitted, provided that such lighting shall be low-key accenting entrances, driveways, patios, walkways, trees and other landscaping or architectural features. Exterior lighting shall not be placed in such a manner so as to be directed at adjacent Lots.

33. **Pools and Related Structures and Equipment.** The construction of an in-ground swimming pool or spa upon any Lot shall be subject to the prior review and written approval of the ACC. All pools shall be constructed in the rear of the Lot within the applicable setback requirements and shall be completely enclosed by a fence, screen enclosure, or similar structure. All pool equipment, including, but not limited to, filtering equipment, shall be screened from view by fences, walls, shrubbery, or other similar structure to minimize noise and maintain the visual appearance of the community. Above-ground pools shall not be permitted in

the community; provided, however, small wading pools that may be filled and drained on a daily basis shall be permitted.

34. **Screening of Exterior Equipment**. All fuel tanks, water softening equipment, pool equipment, air conditioning units, irrigation pumps, generators, hose and hose racks and other exterior equipment shall be screened from public view by appropriate landscaping or ACC approved fences or walls. The composition, color, dimensions and location of any screen enclosure shall be subject to the prior review and written approval of the ACC. Such screen enclosures shall be consistent with the materials and overall design of the neighborhood in which it is located.

35. **Solicitation Activities**. No solicitation activities shall be permitted in Pine Chase, Phase 2 without the prior written approval of the Association.

36. **Satellite Dishes**. Satellite dishes are permitted, provided that such satellite dish and/or antenna does not exceed one (1) meter in width, is placed at the rear or rear corner of the Living Unit and is mounted in the least conspicuous manner as is reasonably possible. Related wiring and equipment shall be painted to blend with the immediate vicinity.

37. **Garage Sales**. Sales of any type shall not be permitted in any of the common areas. Garage or yard sales, or similar sales, shall be permitted on a Lot no more than one (1) time per calendar quarter. The Association may provide exceptions to this paragraph.

38. **CDD Neighborhood**. Pursuant to the terms of that certain Supplemental Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners Association, Inc. Creating a Neighborhood and Establishing Neighborhood Assessments as recorded in Official Record Book 1240, Page 1933 of the public records of St. Johns County, Florida (the "Supplemental Neighborhood Declaration"), lots within Julington Creek Plantation may be designated as a pert of the "CDD Neighborhood" by so designating in the Supplemental Neighborhood Declaration. Pine Chase, Phase 2 is intended to be a part of the CDD Neighborhood and accordingly, the Developer hereby designates all lots in Pine Chase, Phase 2 as part of the CDD Neighborhood and such lots shall be sold, conveyed, transferred, encumbered and occupied in accordance with the terms and conditions of the Supplemental Neighborhood Declaration.

39. **Term**. These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years; provided, however, that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of anay Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by a majority of the Voting Members subject to this Amended and Restated Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for

the development hereof or by holders of mortgages encumbering Lots located in Pine Chase, Phase 2.

40. **Violation or Breach**. In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successor or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended and Restated Supplemental Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

41. **Existing Conditions**. Conditions existing at the time of recording of this Amended and Restated Supplemental Declaration that are found to violate any provision of this Amended and Restated Supplemental Declaration shall be excused from the provisions of this Amended and Restated Supplemental Declaration; provided, however, such excusal shall terminate upon the occurrence of substantial replacement and/or refurbishment of the item or condition constituting the violation, or upon the subsequent conveyance of a Lot by an Owner. Notwithstanding the foregoing, it is the responsibility and obligation of each Lot Owner or their agents or tenants and residents to ensure reasonable compliance with the covenants and restrictions contained in this Amended and Restated Supplemental Declaration as said restrictions and covenants are promulgated for the benefit of all Lot Owners and residents of Pine Chase, Phase 2. The Association may require that Lot Owners, their agents or tenants, or residents submit documentary proof that a condition or item upon their Lot is held safe from the provisions of this Amended and Restated Supplemental Declaration, which proof may include, but not be limited to, sales receipts, work orders or affidavits.

42. **Severability**. Invalidation of any portion of these covenants shall in no way effect any of the other provisions contained herein which shall remain in full force and effect.

43. **Attorney's Fees**. In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Amended and Restated Supplemental Declaration, the prevailing party shall be entitled to collect its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgment collection.

[*the remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: MARK C. DEARING

Print Name: _____

D.R. HORTON, INC. - JACKSONVILLE
a Delaware corporation

By: _____ VP
Print Name: Philip A. Fremento
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of February, 2007, by Philip A. Fremento, VP of D.R. Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced [redacted] as identification.

LINNETTE C. KNOX
Comm# DD0600292
Expires 10/1/2010
Florida Notary Assn., Inc

Linnette C Knox
Print Name: Linnette C. Knox
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

EXHIBIT "1" TO AMENDED AND RESTATED SUPPLEMENTAL DECLARATION

PINE CHASE, PHASE 2

LEGAL DESCRIPTION

Lots 418 through 436, inclusive, Lots 438 through 445, inclusive, Lots 492 through 541, inclusive, Lots 649 through 654, inclusive, JULINGTON CREEK PLANTATION PARCEL 56, PHASE 2 & 58, according to the plat thereof recorded in Map Book 45, pages 47 through 57 of the Public Records of St. Johns County, Florida ("Pine Chase, Phase 2").

Public Records of St. Johns County, FL Clerk # 2007031936, O.R. 2915 PG 514, 05/10/2007 at 02:02 PM REC. $45.00 SUR. $50.00 Doc. D $1.40

2

Work Order No.:
Sec. ___, Twp ___S. Rge ___ E
Parcel I.D. #
(Maintained by County Appraiser)

THIS DOCUMENT PREPARED BY AND RETURN TO:

STACI M. REWIS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4926

EASEMENT

The undersigned, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to **Florida Power & Light Company**, its licensees, agents, successor and assigns, whose mailing address is 303 Hastings Road, St. Augustine, Florida, 32084, a non-exclusive easement forever for the construction, operation and maintenance of 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 described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof. The easement granted herein is non-exclusive.

Together with 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 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 this 1ST day of May, 2007.

Signed, sealed and delivered in the presence of:

Print: Teri L. Hansen

Print: JOANNE SCHMIEDER

INTERVEST CONSTRUCTION OF JAX, INC., a Florida corporation

By: _____

Print: Morteza Hosseini-Kargar

Its: President

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA }
}SS
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 1ST day of May, 2007, by Morteza Hosseini-Kargar, as President of **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, on behalf of the corporation.

_____
(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 _____

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

EXHIBIT "A"

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 April 10, 2007
April 5, 2007
Palencia North Phase 1

Work Order No. 07-055.00(FPL-H)
File No. 119C-17.00B

Florida Power & Light Easement "H"

A portion of Section 61 of the Rogue Leonardi Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence North 89°09'44" East, along the Northerly line of said Section 28, a distance of 935.72 feet; thence South 20°00'00" East, departing said Northerly line, 474.81 feet; thence South 10°00'00" East, 989.41 feet to a point lying on a curve concave Southeasterly having a radius of 372.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 48°15'51", an arc length of 313.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 56°07'05" East, 304.18 feet; thence North 80°15'00" East, 775.00 feet; thence South 09°45'00" East, 7.00 feet; thence South 80°15'00" West, 54.00 feet; thence South 09°45'00" East, 80.00 feet; thence North 80°15'00" East, 79.00 feet to a point of curvature of a curve concave Southwesterly having a radius of 80.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 53°07'48", an arc length of 74.18 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 73°11'06" East, 71.55 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 120.00 feet, through a central angle of 16°18'13", an arc length of 34.15 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 54°46'18" East, 34.03 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 80.00 feet, an arc length of 4.91 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 61°09'54" East, 4.91 feet.

From said Point of Beginning, thence North 80°15'00" East, 138.98 feet to a point on a curve concave Southeasterly having a radius of 120.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°10'00", an arc length of 15.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 34°02'09" East, 15.00 feet; thence Northeasterly along the arc of a curve concave Northeasterly having a radius of 120.00 feet, through a central angle of 10°29'57", an arc length of 21.99 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 32°22'10" East, 21.96 feet; thence Northeasterly along the

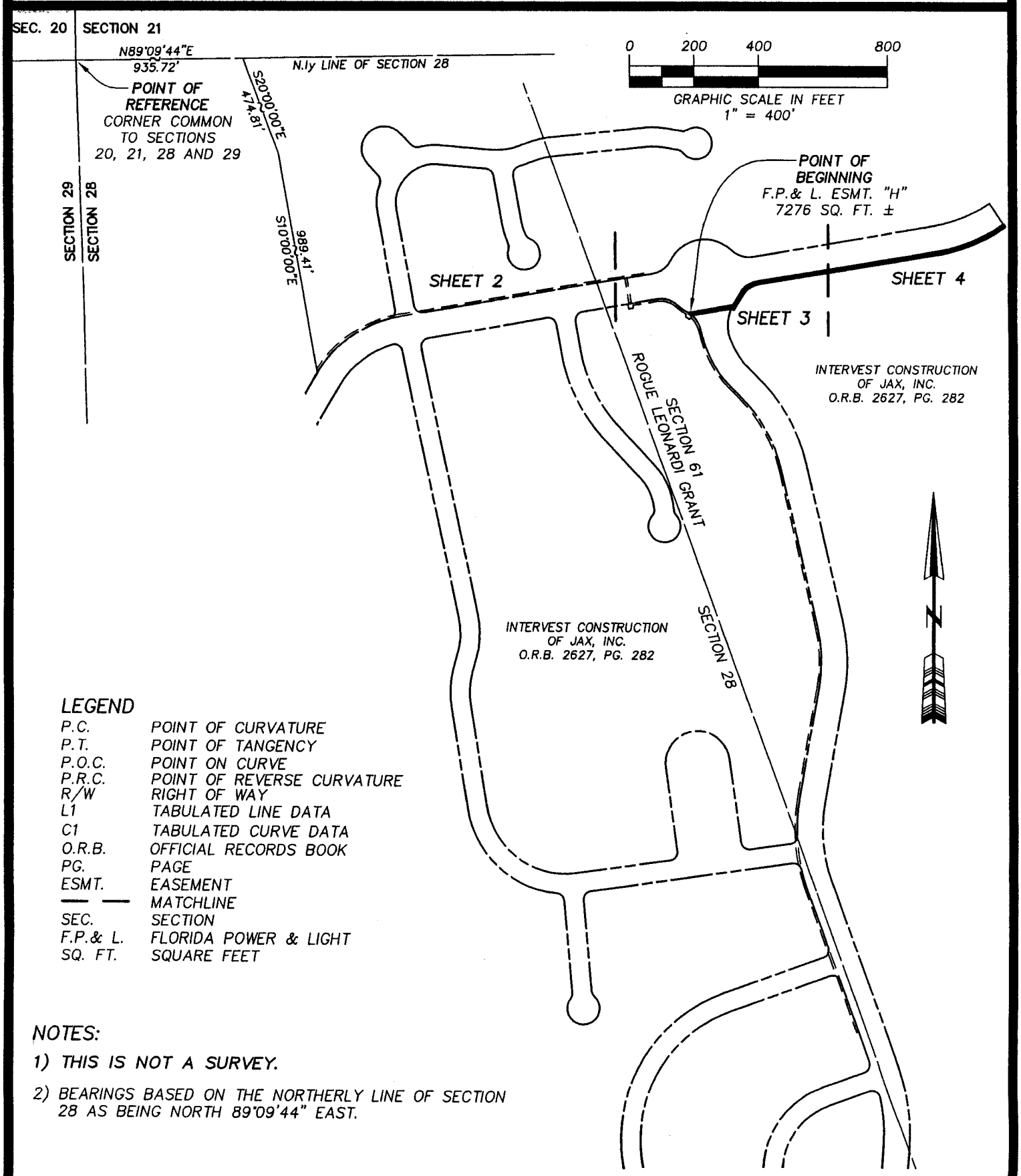
arc of a curve concave Southeasterly having a radius of 80.00 feet, through a central angle of 53°07'48", an arc length of 74.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 53°41'06" East, 71.55 feet; thence North 80°15'00" East, 560.29 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 24°15'00", an arc length of 228.55 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 68°07'30" East, 226.85 feet; thence South 34°00'00" East, 7.00 feet to a point on a curve concave Northwesterly having a radius of 547.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 24°15'00", an arc length of 231.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°07'30" West, 229.79 feet; thence South 80°15'00" West, 560.29 feet to the point of curvature of a curve concave Southeasterly having a radius of 73.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 53°07'48", an arc length of 67.69 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 53°41'06" West, 65.29 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 127.00 feet, through a central angle of 10°29'57", an arc length of 23.27 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 32°22'10" West, 23.24 feet; thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 113.00 feet, through a central angle of 11°23'56, an arc length of 22.48 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 31°55'11" West, 22.44 feet; thence North 63°46'47" West, 6.96 feet; thence South 80°15'00" West, 126.29 feet to a point on a curve concave Southwesterly, having a radius of 80.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 07°13'39", an arc length of 10.09 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 55°47'34" West, 10.08 feet.

Containing 7276 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND

P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
R/W	RIGHT OF WAY
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
ESMT.	EASEMENT
— —	MATCHLINE
SEC.	SECTION
F.P.& L.	FLORIDA POWER & LIGHT
SQ. FT.	SQUARE FEET

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 28 AS BEING NORTH 89°09'44" EAST.

REVISED APRIL 10, 2007 TO AMEND EASEMENT AT ROUNDABOUT

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

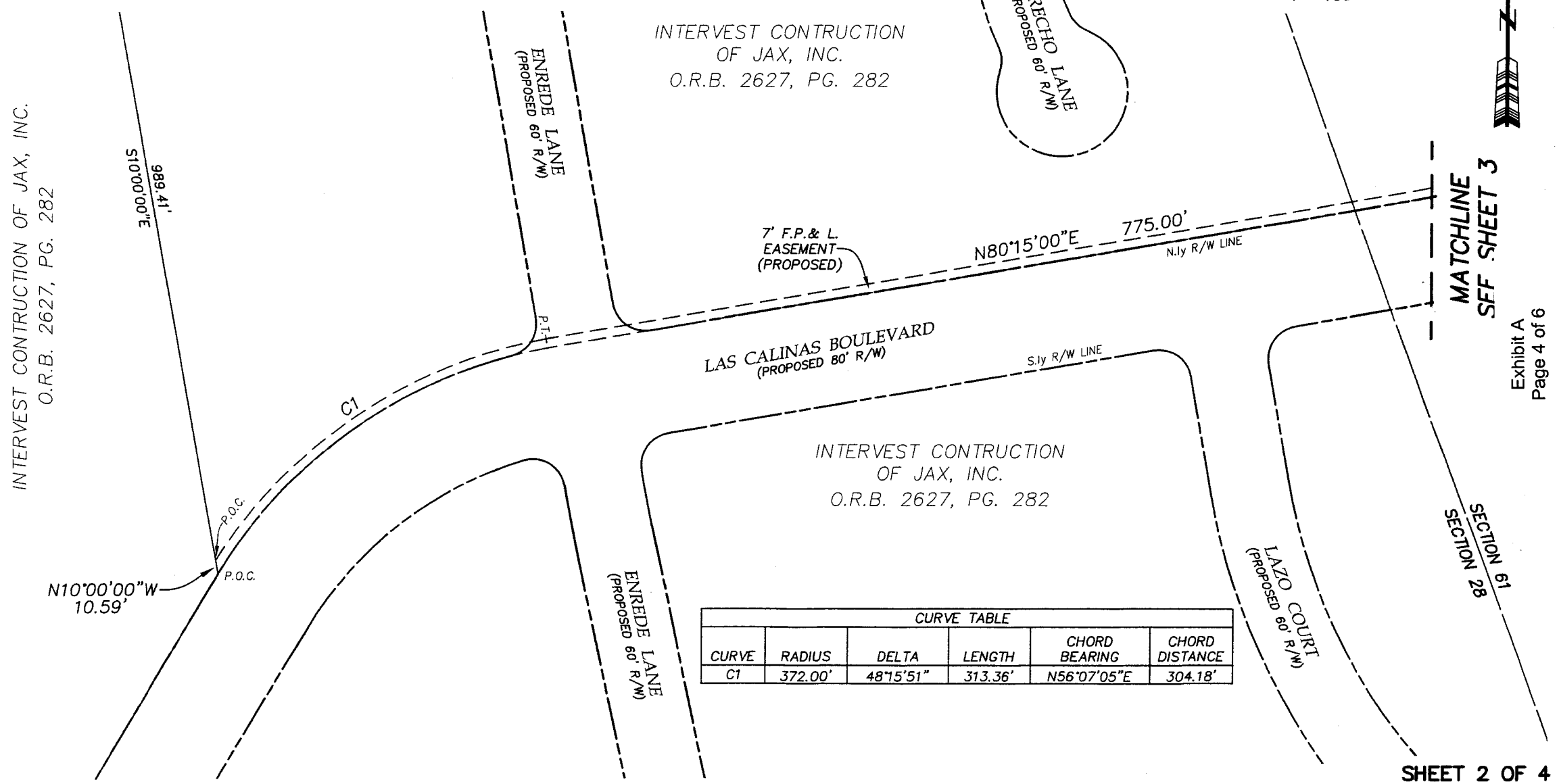
Exhibit A
Page 3 of 6

DATE: APRIL 5, 2007 SCALE: 1"=400'

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

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00B DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-H.dwg

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	372.00'	48°15'51"	313.36'	N56°07'05"E	304.18'

NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND

SHEET 2 OF 4

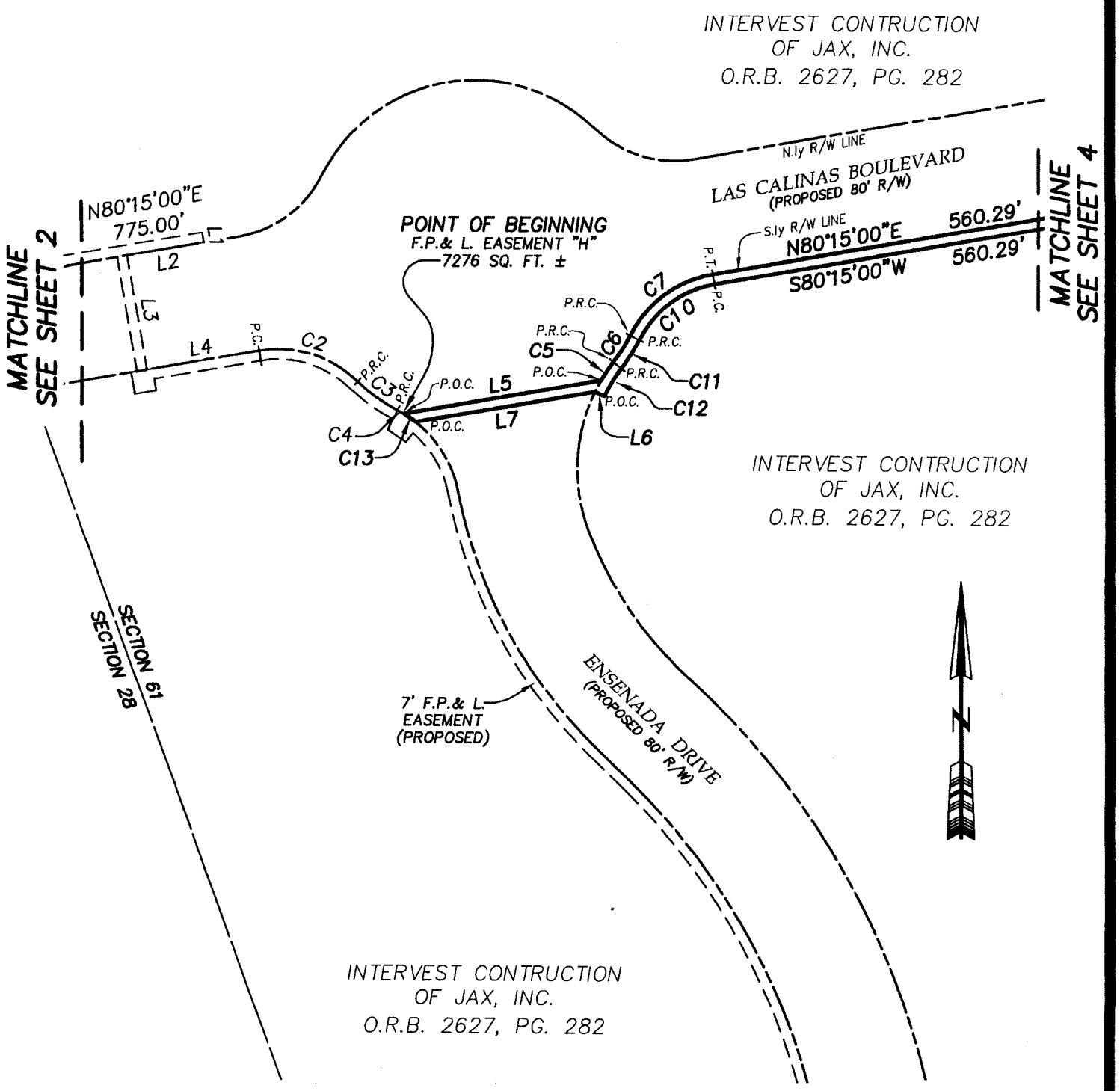
DATE: APRIL 5, 2007 SCALE: 1"=100'

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

CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-H.dwg ORDER NO.: 07-055.00 DRAWN BY: M.A.I. FILE NO.: 119C-17.00B

OR BK 2915 PG 520

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,



NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S09°45'00"E	7.00'
L2	S80°15'00"W	54.00'
L3	S09°45'00"E	80.00'
L4	N80°15'00"E	79.00'
L5	N80°15'00"E	138.98'
L6	N63°46'47"W	6.96'
L7	S80°15'00"W	126.29'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C2	80.00'	53°07'48"	74.18'	S73°11'06"E	71.55'
C3	120.00'	16°18'13"	34.15'	S54°46'18"E	34.03'
C4	80.00'	03°31'02"	4.91'	S61°09'54"E	4.91'
C5	120.00'	07°10'00"	15.01'	N34°02'09"E	15.00'
C6	120.00'	10°29'57"	21.99'	N32°22'10"E	21.96'
C7	80.00'	53°07'48"	74.18'	N53°41'06"E	71.55'
C10	73.00'	53°07'48"	67.69'	S53°41'06"W	65.29'
C11	127.00'	10°29'57"	23.27'	S32°22'10"W	23.24'
C12	113.00'	11°23'56"	22.48'	S31°55'11"W	22.44'
C13	80.00'	07°13'39"	10.09'	N55°47'34"W	10.08'

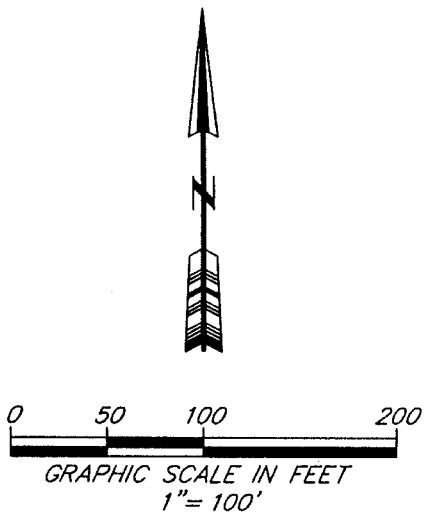
SHEET 3 OF 4

DATE: APRIL 5, 2007 SCALE: 1"=100'

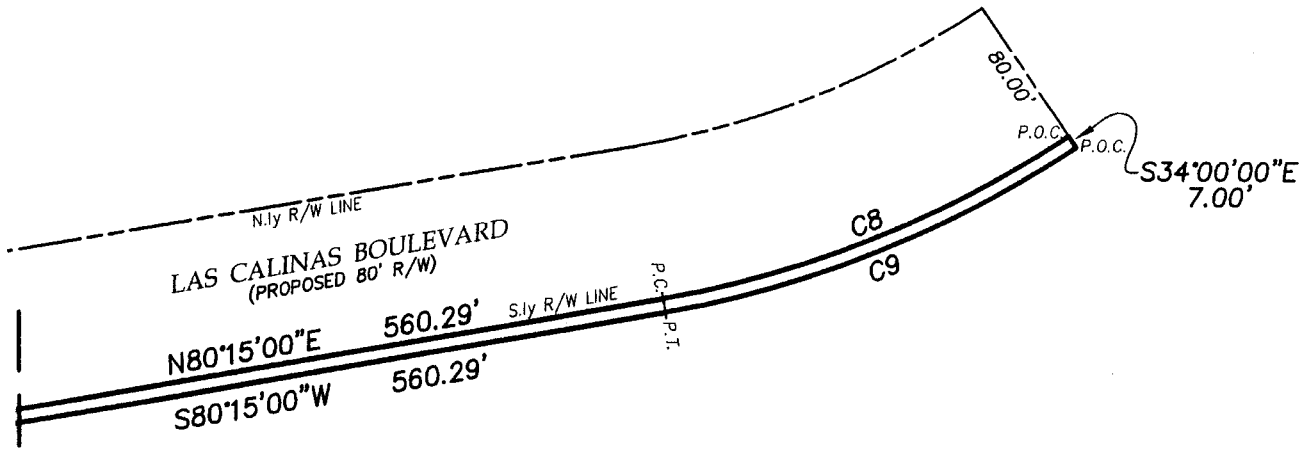
PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00B DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-H.dwg

A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,



INTERVEST CONTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282



MATCHLINE
SEE SHEET 3

INTERVEST CONTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C8	540.00'	24°15'00"	228.55'	N68°07'30"E	226.85'
C9	547.00'	24°15'00"	231.51'	S68°07'30"W	229.79'

NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND

SHEET 4 OF 4

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

DATE: APRIL 5, 2007 SCALE: 1"=100'

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00B DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-H.dwg

CONSENT AND JOINDER TO EASEMENT

NATIONAL CITY BANK, a national banking association ("Mortgagee") is a Mortgagee under that certain Mortgage, Financing Statement and Security Agreement executed by Intervest Construction of Jax, Inc., a Florida corporation, dated effective March 31, 2006, and recorded in Official Records Book 2690, Page 514, in favor of Mortgagee, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by Mortgagee to Branch Banking & Trust Company, a North Carolina banking corporation pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), all of the current public records of St. Johns County, Florida, encumbering the real property described on Exhibit A of the Easement attached hereto to which this Consent and Joinder is attached (the "Easement") and has caused this instrument to be executed solely in evidence of its consent and joinder to the attached Easement.

Signed, sealed and delivered in the presence of:

Sharon E Ondrick
Name Printed: SHARON ONDRICK
Katie A. Ostruth
Name Printed: Katie A. Ostruth

NATIONAL CITY BANK, a national banking association

By: _____
Name: **Robin A. Carr**
Its: Sr. Vice President

STATE OF Florida }
}SS
COUNTY OF Orange }

The foregoing instrument was acknowledged before me this 9th day of MAY, 2007 by Robin A. Carr the SVP of **NATIONAL CITY BANK,** a national banking association, on behalf of the bank.

Notary Public State of Florida
Lexie Isaac
My Commission DD393448
Expires 04/14/2009

_____
(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 TO EASEMENT

BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Mortgagee") is a Mortgagee under that certain Mortgage, Financing Statement and Security Agreement executed by Intervest Construction of Jax, Inc., a Florida corporation, in favor of National City Bank, a national banking association ("National City Bank") dated effective March 31, 2006, and recorded in Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), all of the current public records of St. Johns County, Florida, encumbering the real property described on Exhibit A of the Easement attached hereto to which this Consent and Joinder is attached (the "Easement") and has caused this instrument to be executed solely in evidence of its consent and joinder to the attached Easement.

Signed, sealed and delivered in the presence of:

Name Printed: Debra G. Cain

Name Printed: Joseph Cabrey

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: _____
Name: John R. Lamb
Its: Senior Vice President

STATE OF FLORIDA }
}SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 9th day of May, 2007, by John R. Lamb, a Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, on behalf of the banking corporation.

(Print Name Debra G. Cain)
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
_____

DEBRA G. CAIN
Notary Public - State of Florida
My Commission Expires Mar 17, 2011
Commission # DD 646884
Bonded Through National Notary Assn.

Public Records of St. Johns County, FL Clerk # 2007031935, O.R. 2915 PG 501,
05/10/2007 at 02:02 PM REC. $53.00 SUR. $59.00 Doc. D $.70

1

13

Work Order No.:
Sec. ___, Twp ___S. Rge ___ E
Parcel I.D. #
(Maintained by County Appraiser)

THIS DOCUMENT PREPARED BY AND RETURN TO:

STACI M. REWIS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4926

EASEMENT

The undersigned, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to **Florida Power & Light Company**, its licensees, agents, successor and assigns, whose mailing address is 303 Hastings Road, St. Augustine, Florida, 32084, a non-exclusive easement forever for the construction, operation and maintenance of 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 described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof. The easement granted herein is non-exclusive.

Together with 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 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 this 9th day of April, 2007.

Signed, sealed and delivered in the presence of:

Print: Teri L. Hansen

Print: Veronica Berrios

INTERVEST CONSTRUCTION OF JAX, INC., a Florida corporation

By: [signature]

Print: Morteza Hosseini-Kargar

Its: President

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FLORIDA }
}SS
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 9th day of April, 2007, by Morteza Hosseini-Kargar as President of **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, on behalf of the corporation.

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

(Print Name Teri L. Hansen
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
X Personally Known or _____ Produced I.D.
[check one of the above]
Type of Identification Produced _____

EXHIBIT "A"

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 April 12, 2007
February 27, 2007
Palencia North Phase 1

Work Order No. 07-055.00(FPL-G)
File No. 119C-17.00A

Florida Power & Light Easement "G"

A portion of Section 28 together with a portion of Section 61 of the Rogue Leonardi Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence North 89°09'44" East, along the Northerly line of said Section 28, a distance of 935.72 feet; thence South 20°00'00" East, departing said Northerly line, 474.81 feet; thence South 10°00'00" East, 989.41 feet to a point lying on a curve concave Southeasterly having a radius of 372.00 feet for the Point of Beginning.

From said Point of Beginning, thence Northeasterly along the arc of said curve, through a central angle of 48°15'51", an arc length of 313.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 56°07'05" East, 304.18 feet; thence North 80°15'00" East, 775.00 feet; thence South 09°45'00" East, 7.00 feet; thence South 80°15'00" West, 54.00 feet; thence South 09°45'00" East, 80.00 feet; thence North 80°15'00" East, 79.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 80.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 53°07'48", an arc length of 74.18 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 73°11'06" East, 71.55 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 120.00 feet, through a central angle of 16°18'13", an arc length of 34.15 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 54°46'18" East, 34.03 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 80.00 feet, through a central angle of 51°47'48", an arc length of 72.32 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 37°01'30" East, 69.88 feet; thence Southeasterly along the arc of a curve concave Northeasterly, having a radius of 340.00 feet, through a central angle of 34°52'24", an arc length of 206.94 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28°33'48" East, 203.76 feet; thence South 46°00'00" East, 30.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 460.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 33°00'00", an arc length of 264.94 feet to the point of tangency of said curve, said arc being subtended by a

chord bearing and distance of South 29°30'00" East, 261.29 feet; thence South 13°00'00" East, 500.00 feet to the point of curvature of a curve concave Westerly having a radius of 460.00 feet; thence Southerly along the arc of said curve, through a central angle of 23°00'00", an arc length of 184.66 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 01°30'00" East, 183.42 feet; thence South 10°00'00" West, 350.00 feet to the point of curvature of a curve concave Easterly having a radius of 540.00 feet; thence Southerly along the arc of said curve through a central angle of 30°00'00", an arc length of 282.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°00'00" East, 279.52 feet; thence South 20°00'00" East, 465.00 feet; thence South 70°00'00" West, 7.00 feet; thence North 20°00'00" West, 465.00 feet to the point of curvature of a curve concave Easterly having a radius of 547.00 feet; thence Northerly along the arc of said curve, through a central angle of 30°00'00", an arc length of 286.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 05°00'00" West, 283.15 feet; thence North 10°00'00" East, 350.00 feet to the point of curvature of curve concave Westerly having a radius of 453.00 feet; thence Northerly along the arc of said curve, through a central angle of 23°00'00", an arc length of 181.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°30'00" West, 180.63 feet; thence North 13°00'00" West, 500.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 453.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 33°00'00", an arc length of 260.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 29°30'00" West, 257.32 feet; thence North 46°00'00" West, 30.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 347.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 34°52'24", an arc length of 211.20 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 28°33'48" West, 207.96 feet; thence Northwesterly along the arc of a curve concave Southwesterly, having a radius of 73.00 feet, through a central angle of 38°32'43", an arc length of 49.11 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 30°23'57" West, 48.91 feet; thence South 40°19'41" West, 8.00 feet; thence North 56°17'52" West, 15.00 feet; thence North 27°04'35" East, 8.00 feet to a point on a curve concave Northeasterly having a radius of 127.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 16°18'13", an arc length of 36.14 feet to a point of reverse curvature, said arc being subtended by chord bearing and distance of North 54°46'18" West, 36.02 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 73.00 feet, through a central angle of 53°07'48", an arc length of 67.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 73°11'06" West, 65.29 feet; thence South 80°15'00" West, 75.00 feet; thence South 09°45'00" East, 8.00 feet; thence South 80°15'00" West, 15.00 feet; thence North 09°45'00" West, 15.00 feet; thence North 80°15'00" East, 4.00 feet; thence North 09°45'00" West, 80.00 feet; thence South 80°15'00" West, 714.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 365.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 49°30'00", an arc length of 315.34 feet to a point on

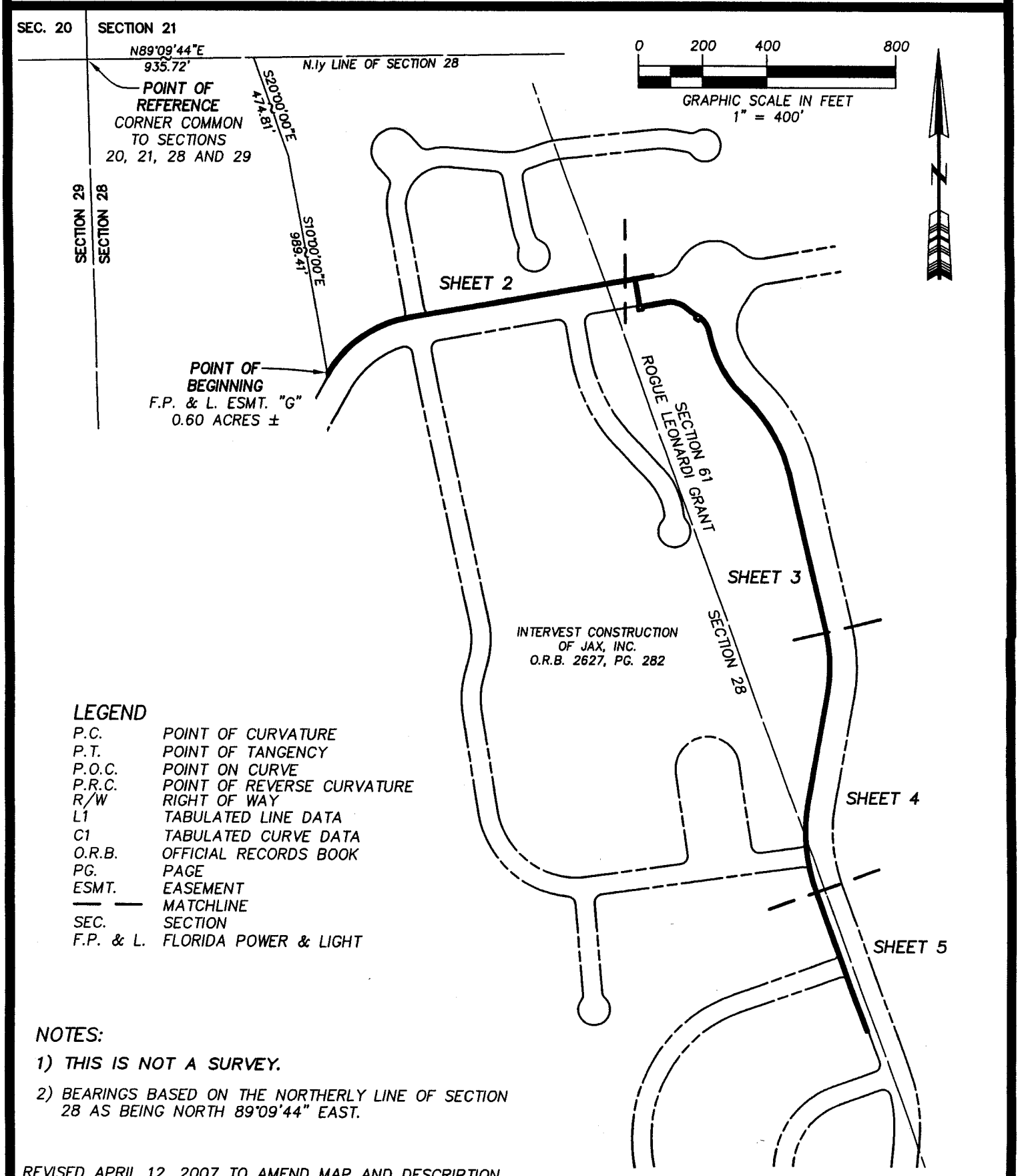
said curve, said arc being subtended by a chord bearing and distance of South 55°30'00" West, 305.62 feet; thence North 10°00'00" West, 10.59 feet to the Point of Beginning.

Containing 0.60 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 28 TOGETHER WITH A PORTION OF SECTION 61 OF THE ROGUE LEONARDI GRANT, ALL LYING WITHIN TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND

P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
R/W	RIGHT OF WAY
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
ESMT.	EASEMENT
— —	MATCHLINE
SEC.	SECTION
F.P. & L.	FLORIDA POWER & LIGHT

NOTES:

1) THIS IS NOT A SURVEY.

2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 28 AS BEING NORTH 89°09'44" EAST.

REVISED APRIL 12, 2007 TO AMEND MAP AND DESCRIPTION
REVISED MARCH 23, 2007 TO AMEND MAP AND DESCRIPTION

SHEET 1 OF 5

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

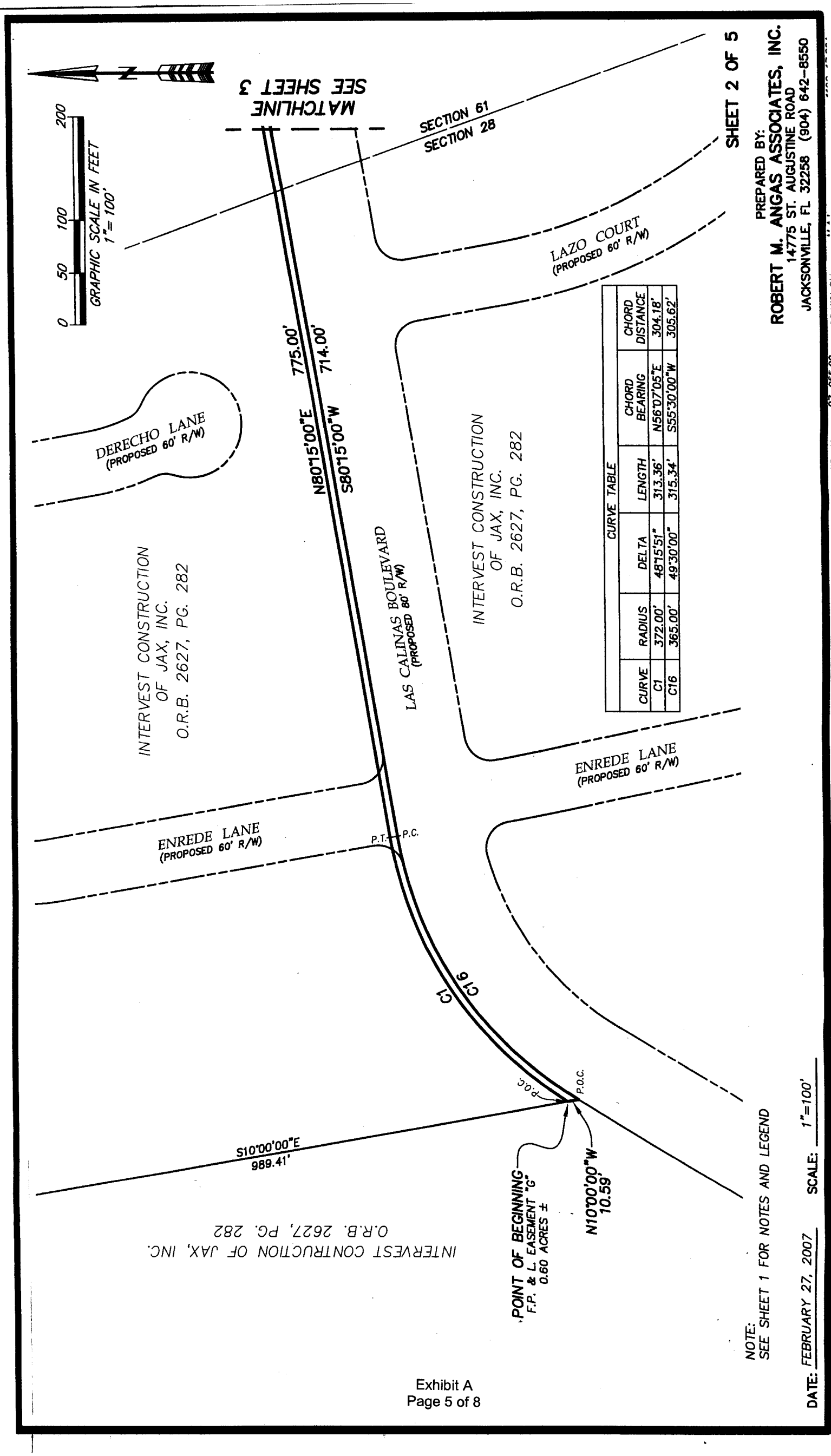
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

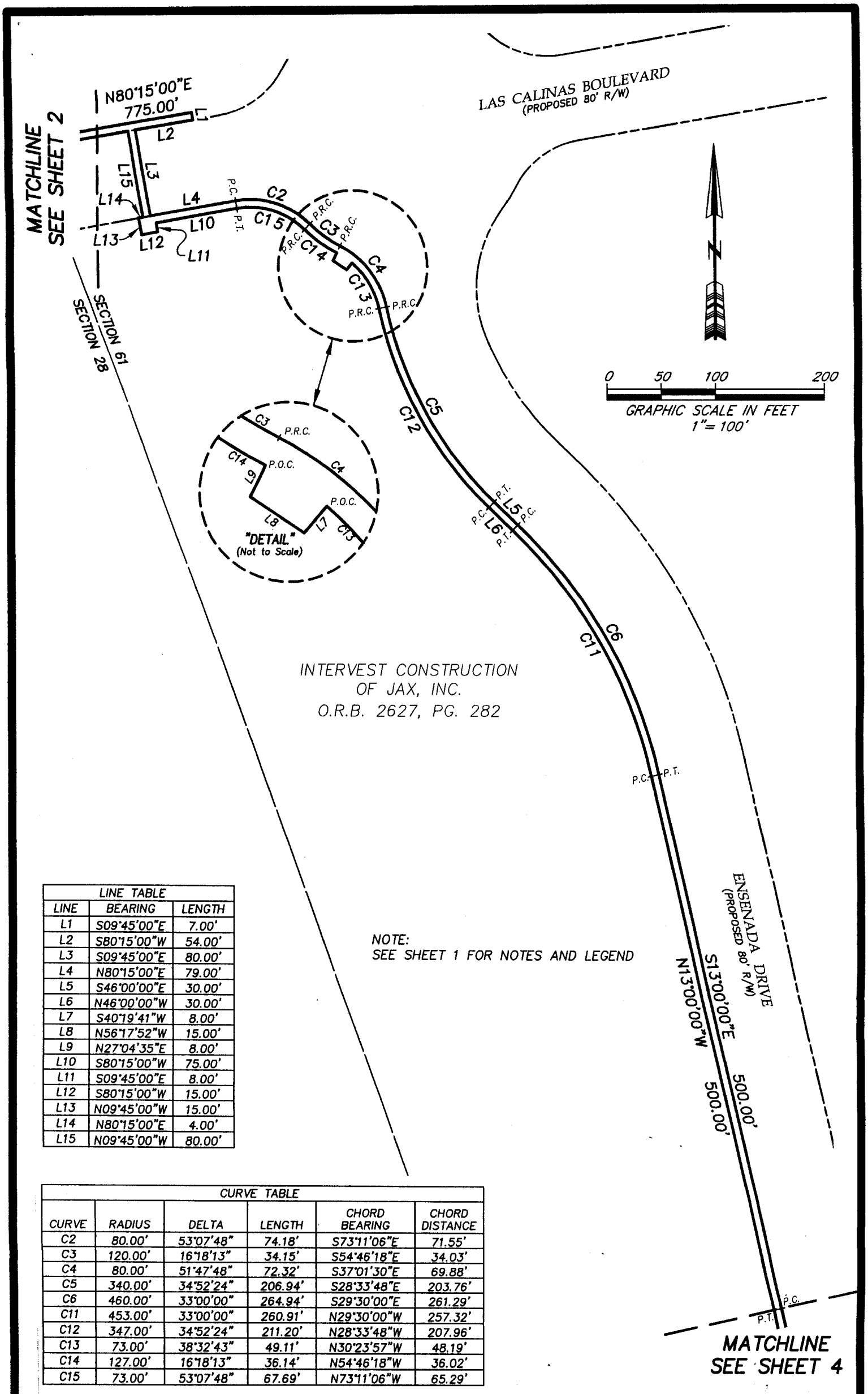
14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

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

DATE: FEBRUARY 27, 2007 SCALE: 1"=400'

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00A DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-G.dwg


SHEET 2 OF 5
PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
MATCHLINE
SEE SHEET 3
SECTION 61
SECTION 28
GRAPHIC SCALE IN FEET
1"= 100'
0 50 100 200
LAZO COURT
(PROPOSED 60' R/W)
DERECHO LANE
(PROPOSED 60' R/W)
N8015'00"E 775.00'
S8015'00"W 714.00'
LAS CALINAS BOULEVARD
(PROPOSED 80' R/W)
INTERVEST CONSTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282
INTERVEST CONSTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282
ENREDE LANE
(PROPOSED 60' R/W)
ENREDE LANE
(PROPOSED 60' R/W)
P.T.
P.C.
C1
C16
P.O.C.
P.O.C.
S10°00'00"E
989.41'
POINT OF BEGINNING
F.P. & L. EASEMENT "G"
0.60 ACRES ±
N10°00'00"W
10.59'
INTERVEST CONSTRUCTION OF JAX, INC.
O.R.B. 2627, PG. 282
CURVE TABLE
CURVE | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD DISTANCE
C1 | 372.00' | 48°15'51" | 313.36' | N56°07'05"E | 304.18'
C16 | 365.00' | 49°30'00" | 315.34' | S55°30'00"W | 305.62'
NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND
DATE: FEBRUARY 27, 2007
SCALE: 1"=100'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S09°45'00"E	7.00'
L2	S80°15'00"W	54.00'
L3	S09°45'00"E	80.00'
L4	N80°15'00"E	79.00'
L5	S46°00'00"E	30.00'
L6	N46°00'00"W	30.00'
L7	S40°19'41"W	8.00'
L8	N56°17'52"W	15.00'
L9	N27°04'35"E	8.00'
L10	S80°15'00"W	75.00'
L11	S09°45'00"E	8.00'
L12	S80°15'00"W	15.00'
L13	N09°45'00"W	15.00'
L14	N80°15'00"E	4.00'
L15	N09°45'00"W	80.00'

NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C2	80.00'	53°07'48"	74.18'	S73°11'06"E	71.55'
C3	120.00'	16°18'13"	34.15'	S54°46'18"E	34.03'
C4	80.00'	51°47'48"	72.32'	S37°01'30"E	69.88'
C5	340.00'	34°52'24"	206.94'	S28°33'48"E	203.76'
C6	460.00'	33°00'00"	264.94'	S29°30'00"E	261.29'
C11	453.00'	33°00'00"	260.91'	N29°30'00"W	257.32'
C12	347.00'	34°52'24"	211.20'	N28°33'48"W	207.96'
C13	73.00'	38°32'43"	49.11'	N30°23'57"W	48.19'
C14	127.00'	16°18'13"	36.14'	N54°46'18"W	36.02'
C15	73.00'	53°07'48"	67.69'	N73°11'06"W	65.29'

SHEET 3 OF 5

DATE: FEBRUARY 27, 2007 SCALE: 1"=100'

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

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00A DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-G.dwg

MATCHLINE
SEE SHEET 3

INTERVEST CONSTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282

P.C.
P.T.
C10
C7
P.C.—P.T.

SECTION 61
SECTION 28

N10°00'00"E 350.00'
S10°00'00"W 350.00'

ENSENADA DRIVE
(PROPOSED 80' R/W)

MITAD CIRCLE
(PROPOSED 200' R/W)

P.T.—P.C.
C8
C9

ENREDE LANE
(PROPOSED 60' R/W)

P.T.
P.C.

INTERVEST CONSTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282

MATCHLINE
SEE SHEET 5

N

0 50 100 200
GRAPHIC SCALE IN FEET
1"= 100'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C7	460.00'	23°00'00"	184.66'	S01°30'00"E	183.42'
C8	540.00'	30°00'00"	282.74'	S05°00'00"E	279.52'
C9	547.00'	30°00'00"	286.41'	N05°00'00"W	283.15'
C10	453.00'	23°00'00"	181.85'	N01°30'00"W	180.63'

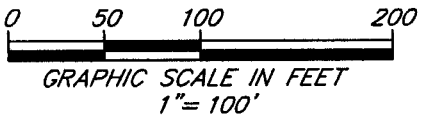
NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND

SHEET 4 OF 5

DATE: FEBRUARY 27, 2007 SCALE: 1"=100'

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

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00A DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-G.dwg





MATCHLINE
SEE SHEET 4

P.T.
P.C.

N20°00'00"W

S20°00'00"E

465.00'

465.00'

MEDIO DRIVE
(PROPOSED 60' R/W)

ENSENADA DRIVE
(PROPOSED 80' R/W)

INTERVEST CONSTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282

INTERVEST CONSTRUCTION
OF JAX, INC.
O.R.B. 2627, PG. 282

S70°00'00"W
7.00'

SECTION 61
SECTION 28

RINCON DRVIE
(PROPOSED 60' R/W)

NOTE:
SEE SHEET 1 FOR NOTES AND LEGEND

SHEET 5 OF 5

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

DATE: FEBRUARY 27, 2007 SCALE: 1"=100'

ORDER NO.: 07-055.00 FILE NO.: 119C-17.00A DRAWN BY: M.A.I. CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-G.dwg

CONSENT AND JOINDER TO EASEMENT

NATIONAL CITY BANK, a national banking association ("Mortgagee") is a Mortgagee under that certain Mortgage, Financing Statement and Security Agreement executed by Intervest Construction of Jax, Inc., a Florida corporation, dated effective March 31, 2006, and recorded in Official Records Book 2690, Page 514, in favor of Mortgagee, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by Mortgagee to Branch Banking & Trust Company, a North Carolina banking corporation pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), all of the current public records of St. Johns County, Florida, encumbering the real property described on Exhibit A of the Easement attached hereto to which this Consent and Joinder is attached (the "Easement") and has caused this instrument to be executed solely in evidence of its consent and joinder to the attached Easement.

Signed, sealed and delivered in the presence of:

Sharon E Ondrick
Name Printed: SHARON ONDRICK
Katie A. Ostruth
Name Printed: Katie A. Ostruth

NATIONAL CITY BANK, a national banking association

By: _____
Name: Robin A. Carr
Its: Sr. Vice President

STATE OF Florida }
}SS
COUNTY OF Orange }

The foregoing instrument was acknowledged before me this 9th day of MAY, 2007 by Robin A. Carr the SVP of **NATIONAL CITY BANK**, a national banking association, on behalf of the bank.

_____
(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
_____

Notary Public State of Florida
Lexie Isaac
My Commission DD393448
Expires 04/14/2009

CONSENT AND JOINDER TO EASEMENT

BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Mortgagee") is a Mortgagee under that certain Mortgage, Financing Statement and Security Agreement executed by Intervest Construction of Jax, Inc., a Florida corporation, in favor of National City Bank, a national banking association ("National City Bank") dated effective March 31, 2006, and recorded in Official Records Book 2690, Page 514, as modified by that certain Mortgage Modification Evidencing Renewal Note and Extension Agreement dated August 15, 2006, and recorded in Official Records Book 2793, Page 231, and as partially assigned by National City Bank to Mortgagee pursuant to that certain Assignment of Note, Mortgage and Collateral Documents dated August 21, 2006 and recorded in Official Records Book 2879, Page 567 (the "Mortgage"), all of the current public records of St. Johns County, Florida, encumbering the real property described on Exhibit A of the Easement attached hereto to which this Consent and Joinder is attached (the "Easement") and has caused this instrument to be executed solely in evidence of its consent and joinder to the attached Easement.

Signed, sealed and delivered in the presence of:

Name Printed: Debra G. Cain

Name Printed: Joseph Gray

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: _____
Name: John R. Lamb
Its: Senior Vice President

STATE OF FLORIDA }
}SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 9th day of May, 2007, by John R. Lamb, a Senior Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, on behalf of the banking corporation.

_____
(Print Name Debra G. Cain)
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
_____

DEBRA G. CAIN
Notary Public - State of Florida
My Commission Expires Mar 17, 2011
Commission # DD 646684
Bonded Through National Notary Assn.

Public Records of St. Johns County, FL Clerk # 2007016631, O.R. 2881 PG 761,
03/12/2007 at 01:24 PM REC. $21.00 SUR. $23.00 Doc. D $.70

(5)

Work Order No.:
Sec. ___, Twp ___S. Rge ___ E
Parcel I.D. #
(Maintained by County Appraiser)

THIS DOCUMENT PREPARED
BY AND RETURN TO:

STACI M. REWIS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4926

EASEMENT

The undersigned, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to **Florida Power & Light Company**, its licensees, agents, successor and assigns, whose mailing address is 303 Hastings Road, St. Augustine, Florida, 32084, a non-exclusive easement forever for the construction, operation and maintenance of 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 described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof. The easement granted herein is non-exclusive.

Together with 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 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 this 7th day of March, 2007.

Signed, sealed and delivered in the presence of:

Print: ~~JOANNE SCHMIEDER~~

Print: Teri L. Hansen

INTERVEST CONSTRUCTION OF JAX, INC., a Florida corporation

By: _____

Print: Morteza Hosseini-Kargar

Its: President

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF Florida }
}SS
COUNTY OF Volusia }

The foregoing instrument was acknowledged before me this 7th day of March, 2007, by Morteza Hosseini-Kargar as President of **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, on behalf of the corporation.

_____
(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 _____

Teri L. Hansen
Commission # DD315327
Expires May 3, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

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

November 8, 2006
Palencia North Phase 1

W.O. #2006-141.02
File # 119B-21

Florida Power and Light Easement Parcel "C"

A portion of Fractional 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 2627, page 282 of the public records of said county, being more particularly described as follows.

For a Point of Reference, commence at the Northwest corner of said Section 28, thence North 89°09'44" East, along the Northerly line of said Section 28, a distance of 935.72 feet; thence South 20°00'00" East, departing said Northerly line, 474.81 feet; thence South 10°00'00" East, 989.28 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 10°00'00" East, 10.72 feet; thence South 30°45'00" West, 346.29 feet to the point of curvature of a curve concave Northwesterly, having a radius of 225.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 09°15'00", an arc length of 36.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 35°22'30" West, 36.29 feet; thence South 40°00'00" West, 25.11 feet to the point of curvature of a curve concave Southeasterly, having a radius of 500.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 09°15'00'', an arc length of 80.72 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 35°22'30" West, 80.63 feet; thence South 30°45'00" West, 91.83 feet to the point of curvature of a curve concave Southeasterly, having a radius of 500.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 08°45'00", an arc length of 76.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°22'30" West, 76.28 feet; thence South 22°00'00" West, 44.52 feet to the point of curvature of a curve concave Northwesterly, having a radius of 75.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 08°45'00", an arc length of 11.45 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 26°22'30" West, 11.44 feet; thence South 30°45'00" West, 1.84 feet to a point lying on a Northeasterly line of those lands described and recorded in Official Records Book 2116, page 524 of said public records; thence North 48°35'01" West, along said Northeasterly line, 7.12 feet; thence North 30°45'00" East, departing said Northeasterly line, 0.52 feet to the point of curvature of a curve concave Northwesterly, having a radius of 68.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 08°45'00", an arc length of 10.38 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°22'30" East, 10.37 feet;

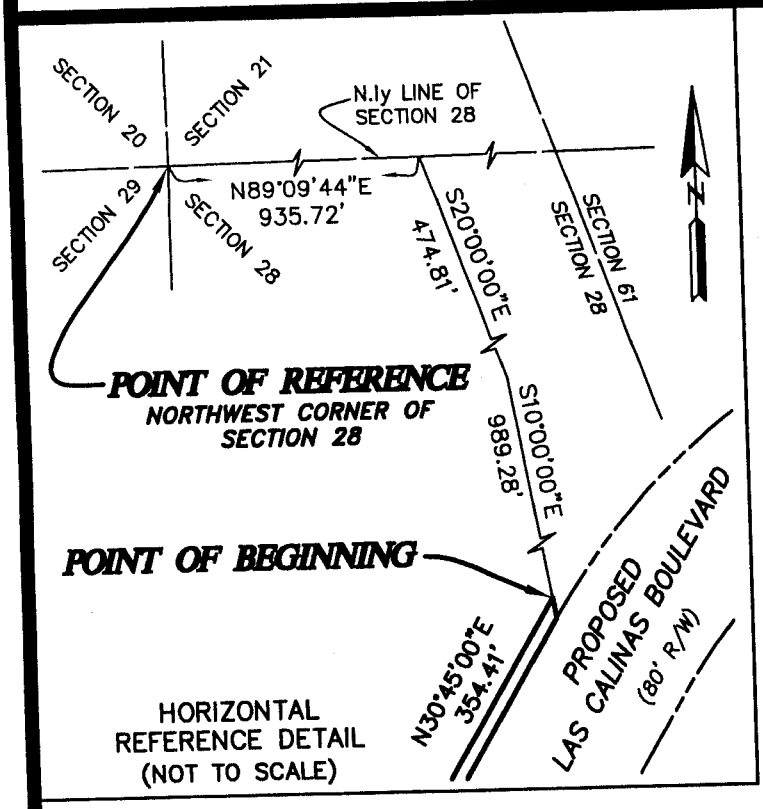
thence North 22°00'00 East, 44.52 feet to the point of curvature of a curve concave Southeasterly, having a radius of 507.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 08°45'00", an arc length of 77.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 26°22'30" East, 77.35 feet; thence North 30°45'00" East, 91.83 feet to the point of curvature of a curve concave Southeasterly, having a radius of 507.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 09°15'00", an arc length of 81.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35°22'30" East, 81.76 feet; thence North 40°00'00" East, 25.11 feet to the point of curvature of a curve concave Northwesterly, having a radius of 218.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 09°15'00", an arc length of 35.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 35°22'30" East, 35.16 feet; thence North 30°45'00" East, 354.41 feet to Point of Beginning.

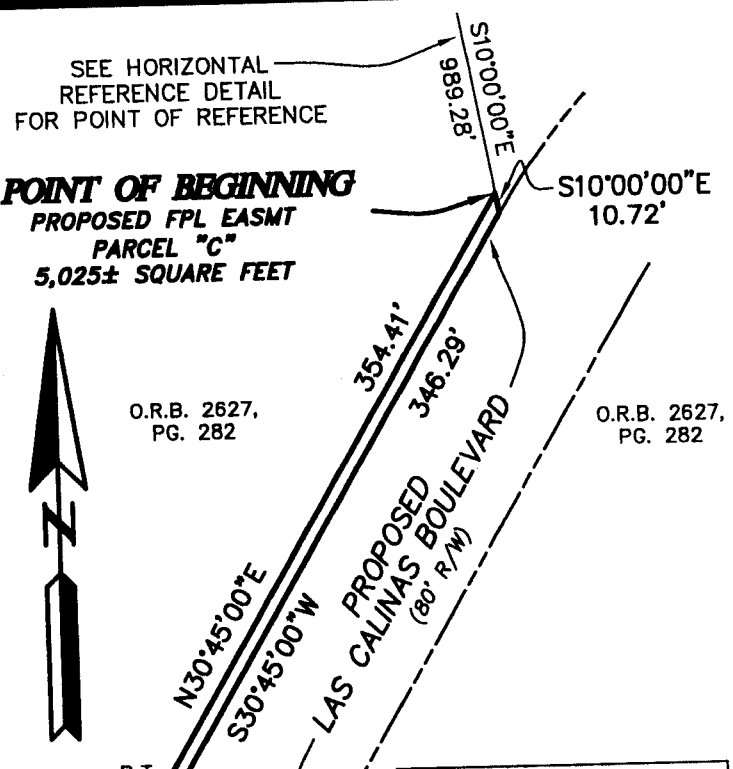
Containing 5,025 square feet, more or less.

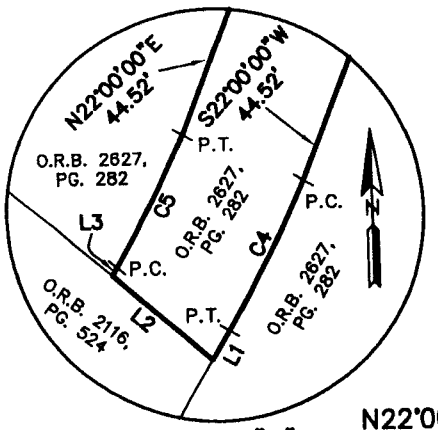
SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF FRACTIONAL 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 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.







LINE TABLE		
LINE	BEARING	DISTANCE
L1	S30°45'00"W	1.84'
L2	N48°35'01"W	7.12'
L3	N30°45'00"E	0.52'

LEGEND:

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
C1	TABULATED CURVE DATA
L1	TABULATED LINE DATA
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
FPL	FLORIDA POWER AND LIGHT
EASMT	EASEMENT

NOTES:

1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 28 AS BEING NORTH 89°09'44" EAST.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
C1	09°15'00"	225.00'	36.32'	S35°22'30"W	36.29'
C2	09°15'00"	500.00'	80.72'	S35°22'30"W	80.63'
C3	08°45'00"	500.00'	76.36'	S26°22'30"W	76.28'
C4	08°45'00"	75.00'	11.45'	S26°22'30"W	11.44'
C5	08°45'00"	68.00'	10.38'	N26°22'30"E	10.37'
C6	08°45'00"	507.00'	77.43'	N26°22'30"E	77.35'
C7	09°15'00"	507.00'	81.85'	N35°22'30"E	81.76'
C8	09°15'00"	218.00'	35.19'	N35°22'30"E	35.16'

GRAPHIC SCALE

100 0 50 100

(IN FEET)

1 inch = 100 ft.

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

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

SCALE: 1" = 100' DATE: NOVEMBER 8, 2006

ORDER NO.: 2006-141.02 FILE NO.: 119B-21 D

D FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-C.dwg

Public Records of St. Johns County, FL Clerk # 2006087605, O.R. 2827 PG 162,
12/01/2006 at 04:57 PM REC. $45.00 SUR. $50.00 Doc. D $.70

(10)

Work Order No.:
Sec. ____, Twp ____S. Rge ____ E
Parcel I.D. #
(Maintained by County Appraiser)

THIS DOCUMENT PREPARED BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4926

EASEMENT

The undersigned, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to **Florida Power & Light Company**, its licensees, agents, successor and assigns, whose mailing address is 303 Hastings Road, St. Augustine, Florida, 32084, a non-exclusive easement forever for the construction, operation and maintenance of 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 described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Together with 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 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 this 29 day of Nov., 2006.

Signed, sealed and delivered in the presence of:

Print: DAVID D. MILLER

Print: MERITA HAWK

INTERVEST CONSTRUCTION OF JAX, INC., a Florida corporation

By: _____

Print: M.D. HAAS

Its: S.V.P. Corp Land Mgmt

Address: 2379 Beville Road
Daytona Beach, FL 32119

STATE OF FL }
}SS
COUNTY OF St Johns }

The foregoing instrument was acknowledged before me this 29 day of November, 2006, by David Haas as Sr Vice President of **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, on behalf of the corporation.

Marsha L Kehrt

(Print Name marsha l kehrt)
NOTARY PUBLIC
State of FL at Large
Commission # DD 156910
My Commission Expires:
✓ Personally Known or _____ Produced I.D.
[check one of the above]
Type of Identification Produced _____

Marsha Lynn Kehrt
My Commission DD156910
Expires December 03, 2008

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

November 8, 2006
File No. 119B-21(FPL-B)

Work Order No. 06-141.02
Palencia North Phase I

Florida Power and Light Easement Parcel "B"

A portion of Sections 28 and 33, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2627, page 282 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 28, 29, 32 and 33 said Township and Range; thence North 88°39'12" East, along the Northerly line of said Section 33, a distance of 2093.28 feet to an intersection with the Westerly line of those lands described and recorded in Official Records Book 2627, page 282 of said public records; thence South 01°27'47" East, departing said Northerly line and along said Westerly line, 374.84 feet; thence South 28°27'37" East, continuing along said Westerly line and its Southeasterly prolongation, 720.42 feet; thence South 75°00'00" East, 451.70 feet to a point lying on the dividing line between said Sections 33 and 53, said point also being a point lying on the Easterly line of said Official Records Book 2627, page 282; thence North 14°22'35" East, along said Easterly line, 968.67 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 14°22'35" East, along said Easterly line, 8.61 feet; thence North 40°00'00" West, departing said Easterly line, 3.56 feet to the point of curvature of a curve concave Northeasterly, having a radius of 290.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 35°00'00", an arc length of 177.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°30'00" West, 174.41 feet; thence North 05°00'00" West, 217.95 feet to the point of curvature of a curve concave Westerly, having a radius of 460.00 feet; thence Northerly, along the arc of said curve, through a central angle of 11°00'00", an arc length of 88.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 10°30'00" West, 88.18 feet; thence North 16°00'00" West, 641.53 feet to the point of curvature of a curve concave Easterly, having a radius of 540.00 feet; thence Northerly, along the arc of said curve, through a central angle of 31°00'00, an arc length of 292.17 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00°30'00" West, 288.62 feet; thence North 15°00'00" East, 39.50 feet to the point of curvature of a curve concave Westerly, having a radius 460.00 feet; thence Northerly, along the arc of said curve, through a central angle of 10°00'00", an arc length of 80.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 10°00'00" East, 80.18 feet; thence North 05°00'00" East, 230.00

EXHIBIT "A"
(Page 1 of 9)

feet to the point of curvature of a curve concave Southwesterly, having a radius of 460.00 feet; thence Northerly, along the arc of said curve, through a central angle of 25°00'00", an arc length of 200.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°30'00" West, 199.12 feet; thence North 20°00'00" West, 155.00 feet; thence South 70°00'00" West, 7.00 feet; thence South 20°00'00" East, 155.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 453.00 feet; thence Southerly, along the arc of said curve, through a central angle of 25°00'00", an arc length of 197.66 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°30'00" East, 196.09 feet; thence South 05°00'00" West, 230.00 feet to the point of curvature of a curve concave Westerly, having a radius of 453.00 feet; thence Southerly, along the arc of said curve, through a central angle of 10°00'00", an arc length of 79.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°00'00" West, 78.96 feet; thence South 15°00'00" West, 39.50 feet to the point of curvature of a curve concave Easterly, having a radius of 547.00 feet; thence Southerly, along the arc of said curve, through a central angle of 31°00'00", an arc length of 295.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 00°30'00" East, 292.36 feet; thence South 16°00'00" East, 641.53 feet to the point of curvature of a curve concave Westerly, having a radius of 453.00 feet; thence Southerly, along the arc of said curve, through a central angle of 03°44'11", an arc length of 29.54 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of South 14°07'55" East, 29.53 feet; thence Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 18.00 feet, through a central angle of 97°15'49", an arc length of 18.00 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 36°22'05" West, 27.02 feet; thence South 85°00'00" West, 242.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 463.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 49°00'00", an arc length of 395.96 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 70°30'00" West, 384.01 feet; thence South 44°00'00" West, 74.00 feet to a point on a curve concave Northeasterly, having a radius 537.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 11°37'11", an arc length of 108.91 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 51°48'36" East, 108.72 feet; thence Southeasterly, along the arc of a curve concave Southwesterly, having a radius 18.00 feet, through a central angle of 79°37'11", an arc length of 25.01 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 17°48'36" East, 23.05 feet; thence South 22°00'00" West, 219.08 feet to the point of curvature of a curve concave Northeasterly, having a radius of 82.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 180°00'00", an arc length of 257.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 68°00'00" East, 164.00 feet; thence North 22°00'00" East, 219.08 feet to the point of curvature of a curve concave Southeasterly, having a radius of 18.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 79°37'11", an arc length of 25.01 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 61°48'36" East, 23.05 feet; thence North 11°37'11" East,

7.00 feet to a point on a curve concave Southeasterly, having a radius of 25.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 79°37'11", an arc length of 34.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 61°48'36" West, 32.01 feet; thence South 22°00'00" West, 219.08 feet to the point of curvature of a curve concave Northeasterly, having a radius of 75.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 180°00'00", and arc length of 235.62 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 68°00'00" West, 150.00 feet; thence North 22°00'00" East, 219.08 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 79°37'11", an arc length of 34.74 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 17°48'36" West, 32.01 feet; thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 530.00 feet, through a central angle of 10°51'47", an arc length of 100.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 52°11'18" West, 100.33 feet; thence North 44°00'00" East, 60.01 feet to a point on a curve concave Northeasterly, having a radius of 470.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 48°08'48", an arc length of 394.95 feet to the point of tangency of said curve, said arc being subtended by chord bearing and distance of South 70°55'36" East, 383.43 feet; thence North 85°00'00" East, 148.95 feet; thence South 05°00'00" East, 200.00 feet to the point of curvature of a curve concave Northwesterly, having a radius of 363.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 45°00'00", an arc length of 285.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 17°30'00" West, 277.83 feet; thence South 40°00'00" West, 125.00 feet to the point of curvature of a curve concave Southeasterly, having a radius of 237.00 feet; thence Southerly, along the arc of said curve, through a central angle of 62°00'00", an arc length of 256.46 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 09°00'00" West, 244.13 feet; thence South 22°00'00" East, 144.01 feet to the point of curvature of a curve concave Westerly, having a radius of 18.00 feet; thence Southerly, along the arc of said curve, through a central angle of 42°50'00", an arc length of 13.46 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 00°35'00" East, 13.15 feet; thence South 69°10'00" East, 7.00 feet to a point on a curve concave Westerly, having a radius 25.00 feet; thence Northerly, along the arc of said curve, through a central angle of 42°50'00", an arc length of 18.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00°35'00" West, 18.26 feet; thence North 22°00'00" West, 144.01 feet to the point of curvature of a curve concave Southeasterly, having a radius of 230.00 feet; thence Northerly, along the arc of said curve, through a central angle of 62°00'00", an arc length of 248.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 09°00'00" East, 236.92 feet; thence North 40°00'00" East, 125.00 feet to the point of curvature of a curve concave Northwesterly, having a radius of 370.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 45°00'00", an arc length of 290.60 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°30'00" East, 283.19 feet;

thence North 05°00'00" West, 200.00 feet; thence North 85°00'00" East, 86.51 feet to the point of curvature of a curve concave Northwesterly, having a radius of 25.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 52°11'14", an arc length of 22.77 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 58°54'23" East, 21.99 feet; thence Southerly, along the arc of a curve concave Westerly, having a radius of 453.00 feet, through a central angle of 05°01'27", an arc length of 39.72 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°30'44" East, 39.71 feet; thence South 05°00'00" East, 217.95 feet to the point of curvature of a curve concave Northeasterly, having a radius of 297.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 35°00'00", an arc length of 181.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°30'00" East, 178.62 feet; thence South 40°00'00" East, 8.57 feet to the Point of Beginning.

Containing 0.76 acres, more or less.

EXHIBIT "A"
(Page 4 of 9)

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 28 AND 33, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2627, PAGE 282 OF THE PUBLIC RECORDS OF SAID COUNTY,

BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

SHEET 1 OF 5

LEGEND:

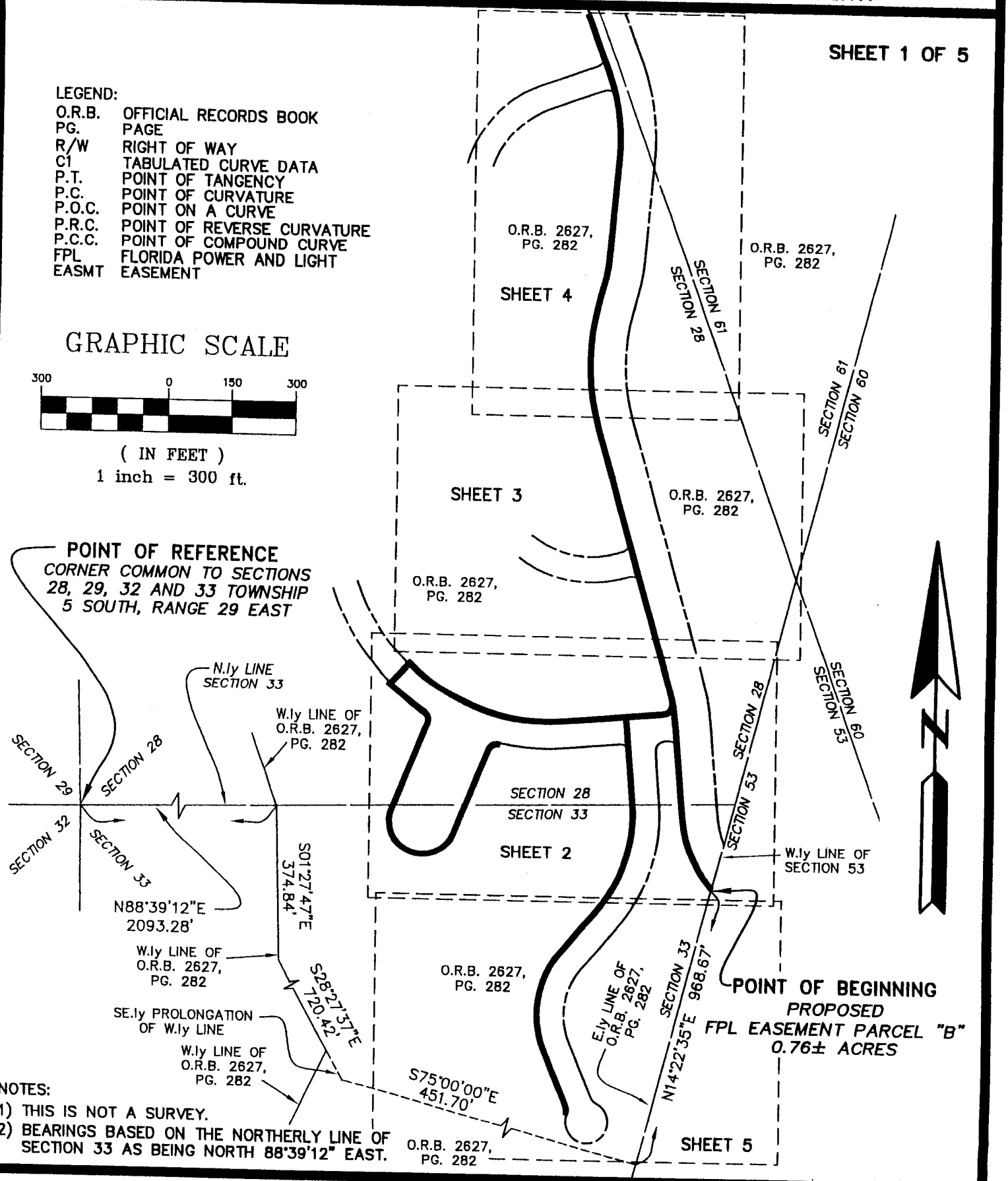
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
C1	TABULATED CURVE DATA
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
P.O.C.	POINT ON A CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
FPL	FLORIDA POWER AND LIGHT
EASMT	EASEMENT

GRAPHIC SCALE

300 0 150 300

(IN FEET)

1 inch = 300 ft.



NOTES:

1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 33 AS BEING NORTH 88°39'12" 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 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550
Certificate of Authorization No.: LB 3624

SCALE: 1" = 300'

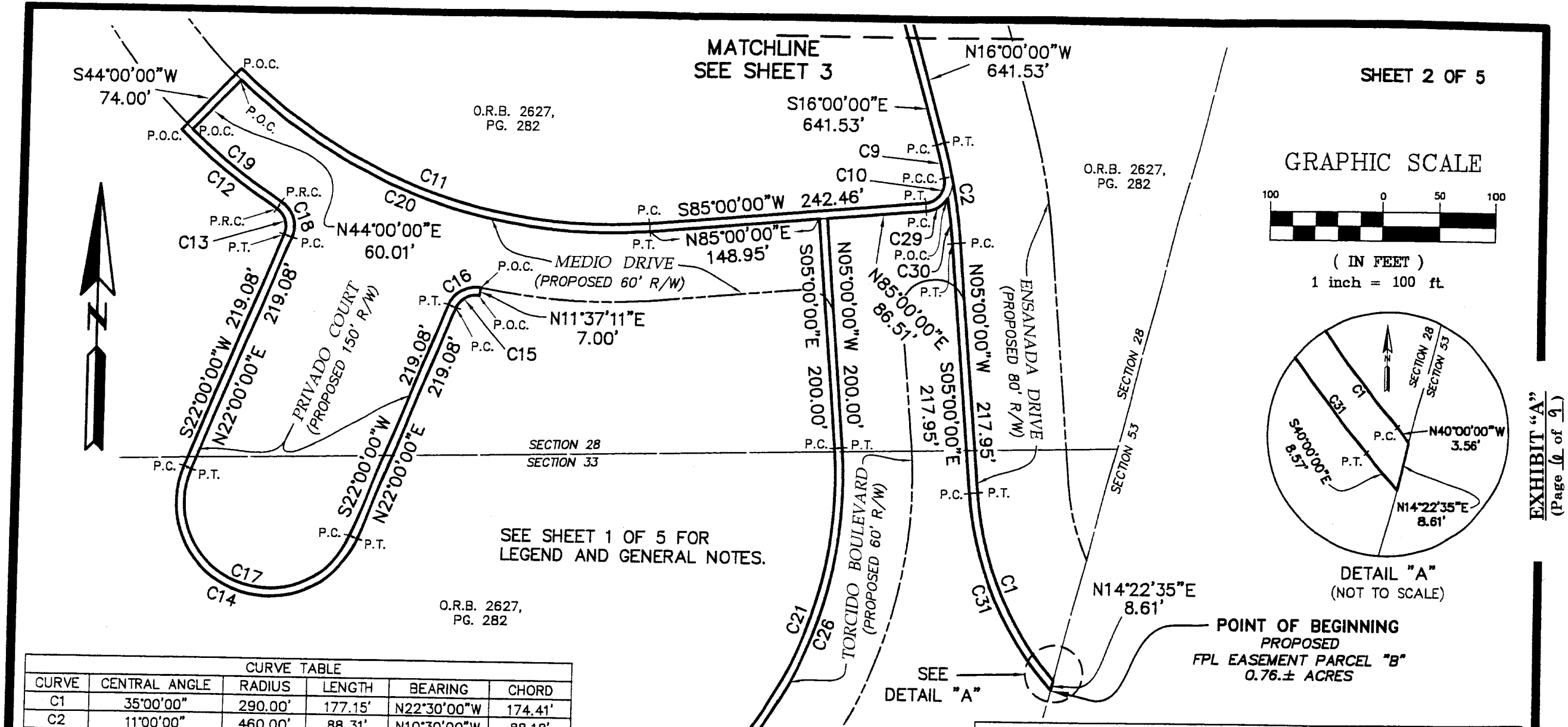
DATE: NOVEMBER 8, 2006

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

ORDER NO.: 06-141.02 FILE NO.: 119B-21(FPL-B) DRA

EXHIBIT "A"
(Page 5 of 9)

FILE: I:\S\R\Ball Tract\Palencia North\Skethces\FPL-Easmt-B.dwg



CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
C1	35°00'00"	290.00'	177.15'	N22°30'00"W	174.41'
C2	11°00'00"	460.00'	88.31'	N10°30'00"W	88.18'
C9	03°44'11"	453.00'	29.54'	S14°07'55"E	29.53'
C10	97°15'49"	18.00'	30.56'	S36°22'05"W	27.02'
C11	49°00'00"	463.00'	395.96'	N70°30'00"W	384.01'
C12	11°37'11"	537.00'	108.91'	S51°48'36"E	108.72'
C13	79°37'11"	18.00'	25.01'	S17°48'36"E	23.05'
C14	180°00'00"	82.00'	257.61'	S68°00'00"E	164.00'
C15	79°37'11"	18.00'	25.01'	N61°48'36"E	23.05'
C16	79°37'11"	25.00'	34.74'	S61°48'36"W	32.01'
C17	180°00'00"	75.00'	235.62'	N68°00'00"W	150.00'

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
C18	79°37'11"	25.00'	34.74'	N17°48'36"W	32.01'
C19	10°51'47"	530.00'	100.49'	N52°11'18"W	100.33'
C20	48°08'48"	470.00'	394.95'	S70°55'36"E	383.43'
C21	45°00'00"	363.00'	285.10'	S17°30'00"W	277.83'
C26	45°00'00"	370.00'	290.60'	N17°30'00"E	283.19'
C29	52°11'14"	25.00'	22.77'	N58°54'23"E	21.99'
C30	05°01'27"	453.00'	39.72'	S07°30'44"E	39.71'
C31	35°00'00"	297.00'	181.43'	S22°30'00"E	178.62'

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

ORDER NO.: 06-141.02 FILE NO.: 119B-21(FPL-B) DRAWN BY: DMS CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-B.dwg

EXHIBIT "A" (Page 4 of 9)

OR BK 2827 PG 169

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.



SEE SHEET 1 OF 5 FOR
LEGEND AND GENERAL NOTES.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
C3	31°00'00"	540.00'	292.17'	N00°30'00"W	288.62'
C8	31°00'00"	547.00'	295.96'	S00°30'00"E	292.36'

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

MATCHLINE
SEE SHEET 4

C3
C8
P.T.
P.C.
S16°00'00"E
N16°00'00"W

O.R.B. 2627,
PG. 282

ENSANADA DRIVE
(PROPOSED 80' R/W)

RINCON DRVIE
(PROPOSED 60' R/W)

641.53'
641.53'

O.R.B. 2627,
PG. 282

MATCHLINE
SEE SHEET 2

SECTION 61
SECTION 28

SECTION 61
SECTION 60

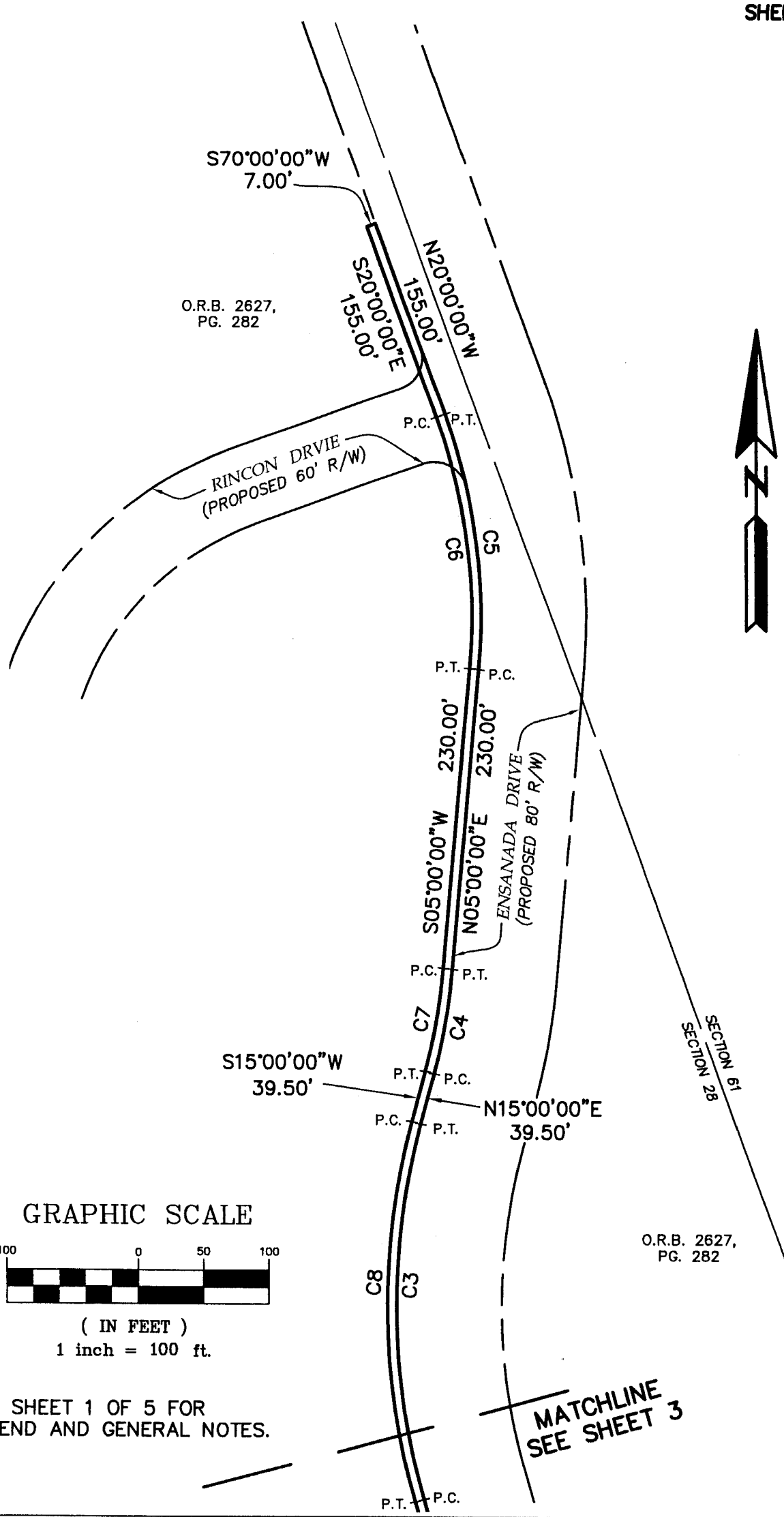
SECTION 28
SECTION 53

SECTION 60
SECTION 53

ORDER NO.: 06-141.02 FILE NO.: 1198-21(FPL-B) DRAWN BY: DMS CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-B.dwg

OR BK 2827 PG 170

SHEET 4 OF 5



GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

SEE SHEET 1 OF 5 FOR
LEGEND AND GENERAL NOTES.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
C3	31°00'00"	540.00'	292.17'	N00°30'00"W	288.62'
C4	10°00'00"	460.00'	80.29'	N10°00'00"E	80.18'
C5	25°00'00"	460.00'	200.71'	N07°30'00"W	199.12'
C6	25°00'00"	453.00'	197.66'	S07°30'00"E	196.09'
C7	10°00'00"	453.00'	79.06'	S10°00'00"W	78.96'
C8	31°00'00"	547.00'	295.96'	S00°30'00"E	292.36'

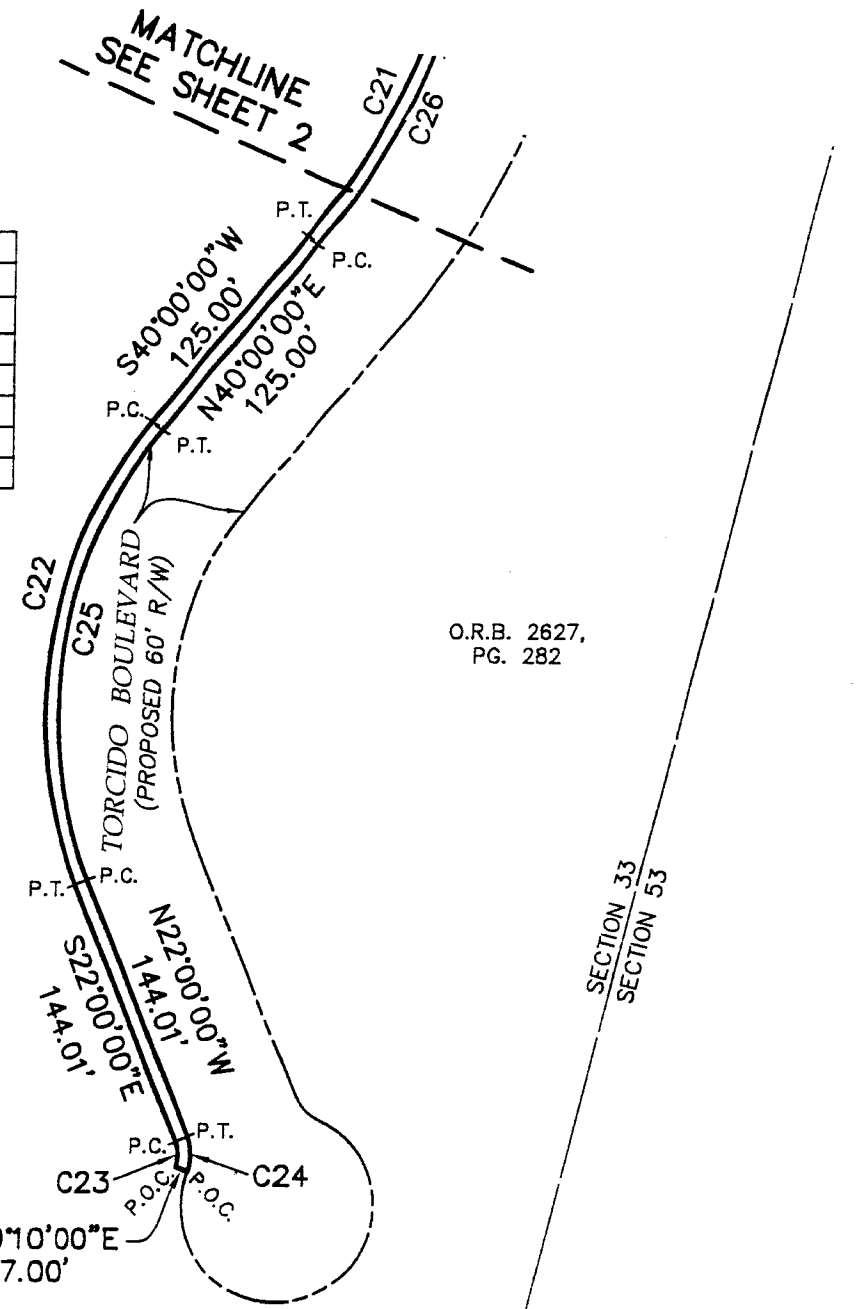
PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550

ORDER NO.: 06-141.02 FILE NO.: 119B-21(FPL-B)

EXHIBIT "A"
(Page 2 of 9)

CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-B.dwg

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
C21	45°00'00"	363.00'	285.10'	S17°30'00"W	277.83'
C22	62°00'00"	237.00'	256.46'	S09°00'00"W	244.13'
C23	42°50'00"	18.00'	13.46'	S00°35'00"E	13.15'
C24	42°50'00"	25.00'	18.69'	N00°35'00"W	18.26'
C25	62°00'00"	230.00'	248.88'	N09°00'00"E	236.92'
C26	45°00'00"	370.00'	290.60'	N17°30'00"E	283.19'



O.R.B. 2627, PG. 282

O.R.B. 2627, PG. 282

SECTION 33
SECTION 53

N

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

SEE SHEET 1 OF 5 FOR LEGEND AND GENERAL NOTES.

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

EXHIBIT "A"
(Page 9 of 9)

ORDER NO.: 06-141.02 FILE NO.: 119B-21(FPL-B) DRAWN BY: DMS CAD FILE: I:\S\R\Ball Tract\Palencia North\Sketches\FPL-Easmt-B.dwg

OR BK 2827 PG 172

Public Records of St. Johns County, FL Clerk # 2006067560, O.R. 2779 PG 267,
09/08/2006 at 01:50 PM REC. $389.00 SUR. $437.00

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

PALENCIA NORTH

THIS DOCUMENT PREPARED BY:

Scott D. Newsom, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
(407) 423-3200

Return To:
Hines
605 Palencia Club Dr.
St. Augustine, FL 32095

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH

Exhibit A - Property
Exhibit B - Common Area
Exhibit C – Articles of Incorporation for Palencia North Homeowners Association, Inc.
Exhibit D – Bylaws of Palencia North Homeowners Association, Inc.
Exhibit E – St. Johns River Water Management District Permit

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR PALENCIA NORTH (hereinafter this "Declaration") is made this 22nd day of August, 2006, by INTERVEST CONSTRUCTION OF JAX, INC., a Florida corporation (the "Developer").

RECITALS

WHEREAS, Developer is the owner of that certain real property located in St. Johns County, Florida, and which property is more particularly described on the attached Exhibit "A", which is incorporated herein by this reference (the "Property"); and

WHEREAS, Developer intends to develop the Property as a mixed-use community known as "Palencia North" that may feature commercial, residential, retail, business and/or different housing types;

WHEREAS, Developer intends to form a not for profit entity to own, maintain, operate and/or administer the lands and Improvements, to administer and enforce this Declaration, and to collect and disburse the Assessments and charges hereinafter created; and

WHEREAS, Developer desires to preserve and enhance the values and quality of life in the Property and to provide for the maintenance of certain areas and Improvements for the benefit of the Property and its occupants and residents; and

WHEREAS, Developer does not intend to create a condominium within the meaning of Chapter 718 of the Florida Statutes (otherwise known as the "Florida Condominium Act"), and any amendments and/or renumbering that may occur from time to time.

NOW, THEREFORE, Developer declares that the Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to the terms, easements, conditions, covenants, restrictions and provisions of this Declaration. The terms, easements, conditions, covenants, restrictions and provisions of Declaration shall run with the property, shall be binding upon all Persons and parties having and/or acquiring any right, title and/or interest in the Property or any portion of the Property, and shall inure to the benefit of each and every Person and/or entity, from time to time, owning or holding an interest in the Property or any portion of the Property.

ARTICLE 1
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot and Building Site within the Property, and are intended to create mutual equitable servitudes upon each Lot and Building

Site in favor of the other Lots and Building Sites, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every Lot and/or Building Site within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every Person who is an Owner does by reason of taking title to land located within the Property knowingly and voluntarily agrees and consents to all the terms, covenants, conditions, restrictions and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE 2
DEFINITIONS

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

Section 2.1 **Additional Property**. The lands and/or real property (excluding the Property), together with an Improvements thereon, which hereafter may be made subject to this Declaration by annexation pursuant to Article 3 of this Declaration.

Section 2.2 **Architectural Review Board** or **ARB**. The committee established by the Board of Directors of Palencia North Homeowners Association, Inc., and which is more particularly described in Article 9 of this Declaration.

Section 2.3 **Articles**. The Articles of Incorporation of Palencia North Homeowners Association, Inc., as amended from time to time. A copy of the initial Articles is attached as Exhibit "C" to this Declaration and incorporated herein by this reference. The Articles may be amended as provided therein. A copy of each amendment to the Articles shall be recorded in the Public Records of St. Johns County, Florida. It shall not be necessary to amend this Declaration in order to amend the Articles.

Section 2.4 **Assessment**. The charges levied by the Association from time to time against the Owners, the Lots and/or the Building Sites within the Property for the purposes set forth in this Declaration, and shall include but are not limited to each: (1) Initiation Assessment; (2) Annual Assessment; (3) Special Assessment; (4) Individual Assessment; (5) Service Area Assessment; (6) Special Service Area Assessment; (7) Neighborhood Assessment; and (8) Special Neighborhood Assessment.

Section 2.5 **Association**. Palencia North Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 2.6 **Board**. The Board of Directors of the Association.

Section 2.7 **Building Site**. Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed and/or designated by the Developer, consisting of an integral unit of land suitable for development by construction of Improvements designed for office, retail, commercial, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family and/or other similar use. No Building Site shall include any portion of the Common Area, any other portion of the Property owned by the Association and/or any other portion of the Property owned by the CDD.

Section 2.8 **Bylaws**. The Bylaws of Palencia North Homeowners Association, Inc., as amended from time to time. A copy of the initial Bylaws is attached as Exhibit "D" to this Declaration and is incorporated herein by this reference. The Bylaws may be amended as provided therein, and a copy of each amendment to the Bylaws shall be recorded in the Public Records of St. Johns County, Florida. It shall not be necessary to amend this Declaration in order to amend the Bylaws.

Section 2.9 **CDD**. The Sweetwater Creek Community Development District, a community development district created pursuant to Chapter 190 of the Florida Statutes.

Section 2.10 **Commercial Improvement**. Any proposed, partially completed and/or completed Improvement located on, over, under and/or within any portion of the Property other than a Lot, and which is intended for use, designated and/or designed to accommodate public, commercial, governmental, educational and/or business enterprises to serve residents of the Property and/or the general public, including but not limited to, business offices, professional offices, facilities for the retail and/or wholesale sale of goods, facilities for the retail and/or wholesale sale of services, warehouses, banks, financial institutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, schools, colleges and/or gasoline stations.

Section 2.11 **Common Area** or **Common Areas**. The real and/or personal property from time to time owned by the Association and devoted to the use and/or enjoyment of the Members of the Association. "Common Area" also includes, but is not limited to, any portion of the Property and/or any personal property that have been designated as a Common Area by the Developer. "Common Area" also includes, but is not limited to, any facilities, Improvements, structures, buildings, lighting and/or landscaping that may be located, from time to time, on portions of the Property that have been designated as a Common Area. The Association shall accept, own, operate, maintain, repair, replace and insure all Common Areas for the common use, benefit and enjoyment of the Owners in accordance with and subject to the terms of this Declaration. No commitment is made by Developer that any Additional Property will contain or not contain additional Common Areas. The Common Area may include the Master Drainage System.

Section 2.12 **Common Expense**. The expenses of operating the Association and/or the costs and expenses incurred by the Association in performing its duties, in exercising its powers and/or in exercising its prerogatives, including without limitation, costs incurred for the operation, improvement, management, maintenance, repair, replacement and/or insurance of the Common Area. "Common Expense" shall also include the funding of any reserve accounts established by the Association and any charges and/or fees imposed by the CDD on the Association.

Section 2.13 **County**. St. Johns County, Florida, a political subdivision of the State of Florida.

Section 2.14 **Declaration**. This Declaration of Covenants and Restrictions for Palencia North, as amended and/or supplemented from time to time.

Section 2.15 **Developer**. Intervest Construction, Inc., a Florida corporation, its successors or assigns. No successor or assignee of Developer shall have any rights or obligations of Developer under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession and/or assignment, or unless such rights pass by operation of law. Reference in this Declaration to Intervest Construction, Inc. as the Developer of the Property is not intended, and shall not be construed, to impose upon Intervest Construction, Inc., its officers, directors, employees, agents and/or attorneys any obligations and/or responsibility, legal or otherwise, for the acts and/or omissions of third parties who purchase Lots and/or Building Sites within the Property.

Section 2.16 **Director**. A member of the Association's Board of Directors.

Section 2.17 **District**. The St. Johns River Water Management District, an agency created pursuant to Chapter 373 of the Florida Statutes.

Section 2.18 **District Permit**. The Environmental Resource Permit issued by the District, as modified from time to time with the approval of the District. A copy of the District Permit (as same exists on the date of this Declaration) is attached as Exhibit "E" to this Declaration and is incorporated herein by this reference. It shall not be necessary to amend this Declaration in order to amend and/or modify the District Permit.

Section 2.19 **DRI**. That certain Development of Regional Impact Order approved by the Board of County Commissioners of St. Johns County, as the same may be amended and/or modified from time to time.

Section 2.20 **Enforcement Cost**. All reasonable costs of enforcement of the terms, conditions, provisions, restrictions and/or covenants of any of the Governing Documents and/or Florida law, whether or not any suit or other judicial or administrative proceeding is filed, and, if a proceeding is filed, all reasonable costs before and during any such proceeding, at all levels of proceedings, and in any post-judgment proceedings, including but not limited to, court costs, attorney fees, paralegal fees, expert fees and disbursements.

Section 2.21 **Exclusive Common Area**. Any portion of the Common Area primarily benefiting one or more, but less than all the Lots and Building Sites within the Property.

Section 2.22 **Fiscal Year**. The time period beginning on January 1 through and including December 31 of each calendar year, or such other period of time as may subsequently be determined by the Board.

Section 2.23 **Governing Documents**. This Declaration, the Articles, the Bylaws, each subdivision plat of the Property, any rules and regulations promulgated by the Association and any rules and regulations promulgated by the Architectural Review Board, as each of the foregoing may be adopted, amended and/or modified from time to time.

Section 2.24 **Improvement**. All structures of any kind, any building, fence, wall, sign, paving, grading, excavation, any addition, any alteration, any modification, screen enclosure, sewer, drain, disposal system, decorative building, outbuilding, landscaping, landscaping device, landscaping irrigation, irrigation system, street lighting or object, traffic control device and/or

any changes to the natural state of any portion of the Property and/or any vegetation existing on the Property.

Section 2.25 **Lot**. Each portion of the Property which may be independently owned and conveyed by a Person and zoned and/or platted for development, use and/or occupancy as an attached or detached Residential Dwelling Unit, regardless of whether the Lot is improved or unimproved. Lot shall refer to the land, if any, which is part of the Lot as well as any Improvements located thereon. In the case of a building within a condominium and/or any other Improvement containing multiple Residential Dwelling Units, each Residential Dwelling Unit shall be deemed to be a separate Lot. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD. Apartments and/or any other multi-family dwellings, which are not capable of being separately and/or individually owned, shall not be considered to be Lots.

Any Owner owning two (2) adjoining Lots may, with the prior written approval of the Developer and the Association, combine such Lots into a single site for the purpose of constructing one (1) Residential Dwelling Unit and such other Improvements as are approved under this Declaration; however, each of the Lots so combined shall continue to be treated as a separate Lot for purposes of voting and Assessments, unless the plat creating such Lots is revised and recorded in the Public Records of the County, with the prior written consent of the Developer and the Association, to combine them into a single Lot. The Developer and/or the Association may grant or withhold their approval to any such combination of Lots and/or plat revision in their respective sole discretions.

Section 2.26 **Master Drainage System**. The overall system that has been designed and will be constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to the applicable portions of the Florida Administrative Code and the District Permit. The Master Drainage System includes all land, easements and other facilities and appurtenances, including but not limited to, inlets, ditches, swales, culverts, water control structures, retention ponds, detention ponds, dry detention ponds, lakes, floodplain compensation areas, pipes, outfall structures, drains, wetlands, wetland buffer areas and wetland mitigation areas, that together constitute and comprise the surface water management and drainage system of the Property as reflected on the plans therefor on file with and approved by the District, as same may be amended, supplemented and/or modified from time to time with the approval of the District. A perpetual, non-exclusive drainage easement is hereby created over all areas of the Master Drainage System in favor of the CDD, any Neighborhood Association and the Association, including their respective agents and/or other designees, for surface water drainage and the installation, maintenance, operation, management, repair and replacement of the Master Drainage System for the Property. If the CDD is not responsible for the maintenance, operation, management, repair and replacement of the Master Drainage System, the Master Drainage System shall be part of the Association's Common Areas, and the Association shall be responsible for the maintenance, operation, management, repair and replacement of the Master Drainage System.

Section 2.27 **Member**. Each member of the Association, and as more particularly described in Article 4 of this Declaration.

Section 2.28 **Member Eligible To Vote**. The Member of the Association for each Lot and/or Building Site who will cast a ballot and/or vote on behalf of that Lot and/or Building Site. Each Lot shall have only one (1) Member Eligible To Vote. Each Building Site shall have only one (1) Member Eligible To Vote.

Section 2.29 **Mortgage**. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and/or Building Site and held by an Institutional Lender. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage. The term "Institutional Lender" shall mean and refer to any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the United States government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

Section 2.30 **Neighborhood**. A group of Lots and/or Building Sites designated as a separate Neighborhood for purposes of sharing Exclusive Common Area and/or receiving other benefits and/or services from the Association which are not provided to all Lots and/or Building Sites within the Property and/or for the purpose of electing Neighborhood Representatives as provided in this Declaration. A Neighborhood may be comprised of more than one (1) type of Residential Dwelling Unit and may be comprised of noncontiguous portions of the Property.

Section 2.31 **Neighborhood Assessment**. Any Assessment levied against Lots and/or Building Sites within a particular Neighborhood or Neighborhoods to fund any Neighborhood Expense.

Section 2.32 **Neighborhood Declaration**. Any declaration of restrictive covenants, conditions and/or easements applicable to a particular Neighborhood within the Property. In the event of any conflict between the Governing Documents and a Neighborhood Declaration, the Governing Documents shall control. The Association may, but is not obligated to, enforce the terms, conditions, restrictions, provisions, requirements and/or covenants of any Neighborhood Declaration.

Section 2.33 **Neighborhood Expense**. The actual and estimated expenses which the Association incurs and/or expects to incur for the benefit of Owners of Lots and/or Building Sites within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and/or replacements and an administrative charge, as may be authorized pursuant to this Declaration.

Section 2.34 **Owner**. The record holder of fee simple title to any Lot and/or Building Site within the Property, but, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean and/or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot and/or Building Site pursuant to a foreclosure proceeding or a conveyance or other proceeding in lieu of foreclosure. "Owner" shall include any corporation, limited liability company, governmental agency, business trust, estate, trust, trustee, partnership,

association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity or form of ownership that holds fee simple title to a Lot and/or Building Site within the Property. All owners of a single Lot and/or Building Site shall be treated for all purposes as a single Owner, irrespective of the form or nature of such ownership.

Section 2.35 **Person**. An individual, a corporation, a general partnership, a limited partnership, a trustee, a limited liability company, a joint venture or any other legal entity.

Section 2.36 **Plans**. Plans, specifications, blueprints, diagrams, surveys, layouts and/or plot plans showing and/or describing all details of each proposed Improvement, construction, landscaping, alteration, modification, repair, replacement and/or addition, including but not limited to, dimensions, design, shape, finished grade elevation, size, materials, composition, color, landscape plan and irrigation. "Plans" shall also show the location relative to boundaries and adjacent Improvements of all proposed Improvements, alterations, modifications, changes and/or additions. The ARB, in its sole discretion, may require any other information necessary or desirable to make an informed determination on any proposed Improvement, construction, landscaping, alteration, modification, repair, replacement, deletion, removal and/or addition to any Lot, Residential Dwelling Unit, Building Site and/or Commercial Improvement.

Section 2.37 **Property** or **Palencia North**. The real property more particularly described on the attached Exhibit "A", together with such Additional Property as may hereafter from time to time be made subject to this Declaration by annexation pursuant to Article 3 of this Declaration.

Section 2.38 **Residential Dwelling Unit**. Any improved portion of the Property located within and/or on a Lot and intended for use as a single family residence, including without limitation, any detached single family residence, any condominium unit, any townhouse unit, or any other attached single family residence capable of being independently owned and conveyed. residential dwellings. "Residential Dwelling Unit" shall not, however, mean and/or refer to (1) any hotel room, which is not declared and/or subjected to the condominium form of ownership, or otherwise subject to separate ownership; (2) any motel room which is not declared and/or subjected to the condominium form of ownership, or otherwise subject to separate ownership; and (3) any apartment which is not declared and/or subjected to the condominium form of ownership, or otherwise subject to separate ownership.

Section 2.39 **Rules and Regulations**. Any rules and regulations which may from time to time be adopted, amended, modified and/or repealed by the Association, through its Board. The Association, through its Board, shall have the power and authority to make, adopt, establish, amend and/or enforce Rules and Regulations regarding the use, appearance, operation, conduct and/or condition of any portion of the Property bound by the Governing Documents, including but not limited to, Common Areas, Service Areas, Neighborhoods, Residential Dwelling Units, Lots, Building Sites, Members, structures, Improvements, Commercial Improvements, landscaping and maintenance. It shall not be necessary to amend this Declaration in order to adopt, amend, modify and/or repeal any Rules and Regulations.

Section 2.40 **Service Area**. One or more Lots and/or Building Sites, or portions of one or more Lots and/or Building Sites, designated by the Developer and/or the Association upon the

recording of a Supplemental Declaration or an amendment to this Declaration for the purposes of: (1) encumbering the designated area with an easement in favor of the Association (a Service Area Easement as defined in this Declaration); (2) providing for special maintenance services, enhanced maintenance services and/or other services to be provided by the Association; and/or imposed Service Area Assessments. A Lot and/or Building Site may be a part of more than one (1) Service Area, and Service Areas may overlap.

Section 2.41 **Supplemental Declaration**. Any instrument which extends the scope and effect of this Declaration and the jurisdiction of the Association to Additional Property pursuant to Article 3 of this Declaration. A Supplemental Declaration can also be an instrument that creates a Service Area pursuant to Article 4 of this Declaration.

Section 2.42 **Voting Interest**. The voting rights distributed to the Members of the Association pursuant to the Governing Documents.

ARTICLE 3
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **The Property**. The Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to this Declaration.

Section 3.2 **Additional Property**. Developer reserves and shall have the right in its absolute and sole discretion, but not the obligation, to bring within the scope of this Declaration and the jurisdiction of the Association, as Additional Property, any other real property desired by Developer to be annexed. Additional Property may be brought by Developer within the scope of this Declaration and the jurisdiction of the Association at any time and from time to time within twenty (20) years after the date on which this Declaration is recorded in the Public Records of the County.

Section 3.3 **Method of Annexation by Developer**. Additions authorized pursuant to this Article 3 shall be made, if at all, by Developer recording a Supplemental Declaration in the Public Records of the County extending the scope and effect of this Declaration to the Additional Property. The Supplemental Declaration shall describe the Additional Property being annexed and shall state that the Supplemental Declaration is being entered into pursuant to this Declaration for the purposes of annexing the Additional Property therein described to the scope and effect of this Declaration and extending to the Additional Property therein described the jurisdiction of the Association. The Supplemental Declaration may contain additional terms desired by Developer to reflect the different character, if any, of the Additional Property being annexed or of the housing or development approaches being implemented in that Additional Property. Form and after recordation of any Supplemental Declaration in the Public Records of the County, the Additional Property described therein shall be subject to all of the terms, conditions, restrictions and provisions of this Declaration and to the jurisdiction of the Association, and that Additional Property shall be considered part of the Property as fully as though originally designated herein as part of the Property. Except as may be limited elsewhere in this Declaration, annexation of Additional Property may be accomplished by Developer without the consent of the Association, any Owner, any Member, any Mortgagee or other lien

holder, or any other Person, and each Supplemental Declaration need only be signed by Developer and, if Developer is not the owner of the Additional Property being annexed, the owner of such Additional Property.

Section 3.4 **Transfer of Right**. Developer may transfer or assign its rights to annex Additional Property, provided that the transferee or assignee is a developer of at least a portion of the Property, and that such transfer or assignment is memorialized in a written recorded instrument in the Public Records of the County that has been executed by Developer. Nothing in this Declaration shall be construed to require Developer or any successor or assignee to annex and/or developer any Additional Property as part of Palencia North in any manner whatsoever.

Section 3.5 **Method of Annexation by Association**. The Association may annex any Additional Property to the provisions of this Declaration and to the jurisdiction of the Association with all of the following: (1) consent of the owner of such Additional Property; (2) the affirmative vote of members representing a majority of the Class "A" votes of the Association represented at a meeting of the Association duly called for such purposes; and (3) written consent of Developer, so long as Developer owns any portion of the Property subject to this Declaration.

Any annexation by the Association that has complied with the terms for such annexation in this Section 3.5 shall be effected by filing a Supplemental Declaration in the Public Records of St. Johns County, Florida describing the Additional Property to be annexed. Such Supplemental Declaration shall be signed by the President and Secretary of the Association, and by the owner of the Additional Property being annexed, and by Developer, if Developer's written consent is required. Any such annexation of Additional Property shall be effective upon recording of that Supplemental Declaration in the Public Records of the County, unless another effective date is provided therein.

Section 3.6 **Withdrawal of Property**. Developer reserves the right to remove any portion of the Property (including without limitation, Lots and/or Building Sites), subject, however, to all terms, conditions, restrictions and requirements of all District Permits and governmental requirements from the scope and effect of this Declaration and from the jurisdiction of the Association without notice and without requiring the consent of any Person other than the Owner of the portion of the Property to be withdrawn; provided, however, no such withdrawal may impair access to any Lot and/or Building Site.

Section 3.7 **Non-Binding Plans**. From time to time, Developer and/or others may present to the public a master plan, drawings, renderings, plans and/or models showing possible future development of the Property and/or Palencia North. Developer does not represent, guarantee or warrant that the development programs or features in any such master plan, drawings, renderings, plans or models will be carried out or how the future improvements within the Property will actually be developed and/or built. Any such master plan, drawings, renderings, plans and/or models are conceptual in nature and do not represent a guaranteed final development or improvement plan. Each Owner acknowledges, covenants and agrees that Developer will have no liability to that Owner for any changes to, or failure to complete any development or Improvements in accordance with, the master plan, drawings, renderings, plans and/or models. Each Owner further acknowledges that the development of the Property may

extend over a number of years, and each Owner knowingly and voluntarily agrees and consents to all changes in: (1) uses or density of Lots and/or Building Sites within the Property; (2) the architectural scheme of the Property and/or (3) the architectural pattern of the Property. Each Owner knowingly acknowledges and agrees that the Owner is not entitled to rely upon, and has not received and/or relied upon, any representations, warranties, and/or guarantees whatsoever as to the current or future: (1) design, construction, completion, development, use, benefits and/or value of land within the Property; (2) number, types, sizes, prices and/or designs of any Lots, Building Sites, Commercial Improvements, Residential Dwelling Units, structure, building, facilities, amenities and/or Improvements built or to be built in and/or on any portion of the Property; and/or (3) use and/or development of any land adjacent to, adjoining and/or within the vicinity of the Property.

ARTICLE 4
THE ASSOCIATION; THE CDD

Section 4.1 **The Association**. The Association shall be a not for profit corporation organized under the laws of the State of Florida. The Association shall have all of the common law and statutory powers of a not for profit corporation organized under the laws of Florida, unless otherwise restricted by this Declaration, the Articles or the Bylaws. The Association shall have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the administration of the Property and Common Area. The officers and Directors of the Association must be either: (1) a Member of the Association; or (2) a designate or appointee of the Developer. Except as otherwise specifically provided in the Governing Documents or Florida law, the Board, and such officers as the Board may appoint or elect, shall exercise all rights, duties and powers of the Association and conduct and manage the affairs of the Association without needing a vote and/or authorization from the Members.

Section 4.2 **Membership**. Each Owner (including Developer) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot and/or Building Site giving rise to such membership, and any transfer of record title to a Lot and/or Building Site shall operate automatically to transfer to the new Owner of that Lot and/or Building Site the membership in the Association appurtenant to that Lot and/or Building Site. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated and/or transferred in any manner except as an appurtenance to that Owner's Lot and/or Building Site. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner sells, transfers or conveys that Owner's fee simple interest in the Lot and/or Building Site upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot and/or Building Site, and it shall be the responsibility of the new Owner of that Lot and/or Building Site to provide such true copy of said deed or other written instrument to the Association.

Section 4.3 **Voting Rights**. The Association shall have two (2) classes of membership with the voting rights as follows:

(a) **Class A**. Class A Members shall be all the Owners of Lots and all the Owners of Building Sites, with the exception of Developer for so long as Class B membership exists. Each Class A Members shall have one (1) vote for each Lot and/or Building Site owned by that Member. When more than one Person or entity is an Owner of any Lot and/or Building Site, all such Person or entities shall be Members, but the vote for that Lot and/or Building Site shall be exercised by that one (1) Member Eligible To Vote. In no event shall there be more than one (1) Class A vote for each Lot, and in no event shall there be more than one (1) Class A vote for each Building Site.

(b) **Class B**. The Class B Member shall be the Developer, or the express assigns or successors in interest of Developer. Until conversion of the Class B membership to Class A membership as set forth in Section 4.3(c) of this Declaration, Developer shall have five (5) votes for each Lot and/or Building Site owned by Developer. As each Lot and Building Site in the Property are conveyed by Developer to a Class A Member, Developer's votes for that Lot and/or Building Site shall automatically terminate.

(c) **Conversion of Class B Membership**. Developer's Class B membership shall continue in effect during the period from the date of this Declaration until the earlier of the following events:

(i) Three months after ninety percent (90%) of all Lots within the Property have been conveyed or transferred to Owners other than Developer, excluding conveyances and/or transfers to builders, developer, contractors and/or any others who purchase a Lot for the purpose of constructing Improvements thereon for resale; or

(ii) Ten (10) years after the date on which this Declaration is recorded in the Public Records of St. Johns County, Florida; or

(iii) At such earlier time as Developer, in its sole and absolute discretion, may so elect by recording a notice of such election in the Public Records of St. Johns County, Florida.

When the earlier of the preceding events occurs, the Class B Member shall call a Special meeting of the Association's membership to advise of the termination of Class B membership. At this Special Meeting of the Association's membership, Developer shall turn over control of the Association to the Class A Members, and the Class A Members Eligible To Vote shall elect Directors as provided in the Articles or Bylaws. When the Class B membership terminates, Developer will automatically be converted to Class A membership. Developer shall then retain one (1) vote for each lot and/or Building Site still owned by Developer. When the Class B membership converts to Class A membership in the Association, Developer may exercise the right to vote any Lot(s) and/or Building Site(s) still owned by Developer in the same manner as any other Class A Member, except Developer cannot exercise its vote(s) for the purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Directors.

Section 4.4 **Multiple Owners**. The vote for each Lot must be cast as a single vote, and fractional votes shall not be allowed. The vote for each Building Site must be cast as a single vote, and fractional votes shall not be allowed. If a Lot and/or Building Site is owned by more than one (1) Owner, and the Owners of that Lot and/or Building Site are unable to agree among themselves as to how the vote is to be cast, or if more than one (1) Class A vote is cast for any Lot and/or Building Site, the vote for that Lot and/or Building Site shall not be counted for any purpose except for establishing a quorum. If any Member Eligible To Vote casts a vote on behalf of a Lot and/or Building Site, it shall be conclusively presumed that Member Eligible To Vote was acting with the authority and consent of all Owners of that Lot and/or Building Site.

Section 4.5 **Percentage of Members**. When reference is made in this Declaration to a majority, specific percentage or fraction of Members, such reference shall be deemed to be a reference to a majority, specific percentage or fraction of the votes eligible to be cast and not of the Members themselves. As an illustration, but not as a limitation, if there are one hundred twenty-seven (127) Lots within the Property and all the Lots are owned by Class A Members, then there is a total of one hundred twenty-seven (127) votes eligible to be cast.

Section 4.6 **Voting by Proxy**. All Members Eligible To Vote may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board of Directors or another authorized person so designated by the Board of Directors. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

Section 4.7 **Neighborhoods**.

(a) **Neighborhood Designation**. Each Lot and/or Building Site within the Property may be located within a Neighborhood. A Neighborhood Declaration, this Declaration and/or each Supplemental Declaration submitting Additional Property to this Declaration shall designate that portion of the Property as a Neighborhood (by name, tract and/or other identifying designation), which Neighborhood may be then existing or newly created. As long as Developer has the authority to subject Additional Property to this Declaration pursuant to Article 3 of this Declaration, the Developer may unilaterally amend this Declaration and/or any Supplemental Declaration to redesignate any Neighborhood boundaries; provided, however, two (2) or more existing Neighborhoods shall not be combined into a single Neighborhood without the approval of at least fifty-one percent (51%) of the combined Class A votes in the affected Neighborhoods.

(b) **Neighborhood Services**. Any Neighborhood, acting through a Neighborhood Association, may request that the Association provide a higher level of service and/or maintain additional areas and/or improvements than that which the Association generally provides to all Neighborhoods. Any Neighborhood, acting through a Neighborhood Association, may also request that the Association provide special services for the benefit of Owners in that particular Neighborhood. Upon the affirmative vote, written consent, or a combination thereof, of Owners of at least fifty-one percent (51%) of the Units within the Neighborhood and with the consent of the Board, the Association may provide the requested services. The cost of such services, maintenance and/or other benefits, which may include an administrative charge in such amount as the Board deems appropriate (provided that any such administrative charge shall apply at a uniform rate to all Neighborhoods receiving the same service, maintenance and/or

other benefit), shall be assessed against the benefited Owners within that Neighborhood as a Neighborhood Assessment.

(c) **Neighborhood Rules**. Each Neighborhood Association may propose to the Board for the Board's consideration reasonable rules designed to restrict the use of any Exclusive Common Area within that Neighborhood to Owners of Lots and/or Building Sites, and the family members, guests, tenants, employees, contractors, subcontractors, agents, licensees, visitors, and/or invitees of those Owners, within that Neighborhood. The Board shall consider such proposed rules at the next regularly scheduled Board meeting after the proposed rules are formally submitted by the Neighborhood Association to the Board. If the Board finds, in its sole and absolute discretion, that the proposed rules are acceptable, such rules (along with any modifications that the Board deems necessary or desirable) shall be adopted by the Board and shall thereafter be effective with respect to the Exclusive Common Area in question. Nothing in this Section 4.7(c) shall prevent the Board from adopting such Rules and Regulations governing any Exclusive Common Area on the Board's own initiative.

(d) **Neighborhood Documents**. In the event of a conflict between or among the Governing Documents and any Neighborhood Declaration and/or the provisions of any other articles of incorporation, bylaws, rules, regulations and/or policies of a Neighborhood, the Governing Documents shall control. Nothing in this Section 4.7(d) shall preclude any Neighborhood Declaration and/or Supplemental Declaration from containing additional restrictions, covenants, terms, conditions and/or provisions which are more restrictive than the provisions of this Declaration. The Association may, but shall not be obligated to, enforce any such Neighborhood Declaration and/or any other terms, documents, conditions, restrictions and/or provisions applicable to any Neighborhood.

(e) **Power of Association Relating to Neighborhoods**. The Association shall have the power to veto any action taken and/or contemplated to be taken by any Neighborhood Association which the Board reasonably determines in its sole and absolute discretion to be adverse to the interest of the Association, its Members and/or the Palencia North development. The Association shall also have the power to require specific action to be taken by any Neighborhood Association in connection with the Association's obligations and/or responsibilities, such as requiring specific maintenance, repairs, replacement and/or aesthetic changes to be effectuated and/or requiring that a proposed budget include certain items and that expenditures be made for those certain items. The Association may require a Neighborhood Association to take any reasonable action(s), and all similarly situated Neighborhoods shall be treated in the same manner by the Association.

(f) **Collection of Assessments**. The Association may require any Assessment imposed, levied and/or adopted by the Association on any Lot, Building Site and/or any Owner to be collected by the applicable Neighborhood Association for that Lot, Building Site and/or Owner. The Association shall notify each Neighborhood Association at least thirty (30) days prior to the coming Fiscal Year of the Association if that Neighborhood Association will be responsible to collect any Assessment imposed, levied and/or adopted by the Association. If the Association requires a Neighborhood Association to collect any Assessment imposed, levied and/or adopted against a Lot, Building Site and/or Owner, such Assessment(s), upon collection by the Neighborhood Association, shall be promptly forwarded, transferred and/or paid to the

Association. No Neighborhood Association shall retain, hold back, deduct, subtract and/or diminish in any way any Assessment collected by that Neighborhood Association on behalf of the Association. If a Neighborhood Association retains, holds back, deducts, subtracts and/or diminishes in any way any Assessment collected by that Neighborhood Association on behalf of the Association, the Association shall be entitled to add to the amount of any delinquent Assessment, and collect from that Neighborhood Association, interest at the rate of eighteen percent (18%) per annum (or the maximum permitted by Florida law), late charges, collection costs, Enforcement Costs and attorneys' and paralegals' fees, which fees and collection costs shall be recoverable whether or not suit is actually brought. The Association shall be entitled to all remedies available under Florida law to recover any delinquent Assessments retained, held back, deducted, subtracted and/or diminished in any way by a Neighborhood Association.

Section 4.8 **The CDD**. The Sweetwater Creek Community Development District (the "CDD") may, pursuant to its governing documents and other lawful authority, assume responsibility for the maintenance, operation, management, repair, cleaning and/or replacement of all or some portions of the Property and/or Common Area. To the extent required, the Association shall comply with any obligation to transfer property, grant access easements, grant drainage easements and/or take any other action that may be necessary in regard to cooperating with the CDD. Any transfer of property by the Association to the CDD shall not be a violation of Article 5, Section 5.2 of this Declaration. To the extent any maintenance, operation, management, repair, cleaning and/or replacement is not the responsibility and/or obligation of the CDD, the Association shall have the responsibility for any maintenance, operation, management, repair, cleaning and/or replacement; provided each Owner shall be responsible for the maintenance, operation, management, repair, cleaning and/or replacement of that Owner's Lot and/or Building Site. Further, if the CDD does accept responsibility for any maintenance, operation, management, repair, cleaning and/or replacement, and the CDD does not perform, fails to perform, does not provide and/or refuses to perform that maintenance, operation, management, repair, cleaning and/or replacement, the Association shall have the right, but not the obligation, to perform and/or provide that maintenance, operation, management, repair, cleaning and/or replacement.

BY ACCEPTANCE OF A DEED TO A LOT AND/OR BUILDING SITE, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT ANY TAX, FEE AND/OR CHARGE IMPOSED BY THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT IS IN ADDITION TO ANY PROPERTY TAXES AND ASSESSMENTS THAT MAY BE IMPOSED ON THAT OWNER'S LOT AND/OR BUILDING SITE. ALL SUCH TAXES, FEES AND/OR CHARGES BY THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT ARE SUBJECT TO PERIODIC CHANGE. FURTHER, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE WILL NOT BE A REDUCTION IN ANY PROPERTY TAXES AND/OR ASSESSMENTS DUE TO THE EXISTENCE AND/OR OPERATION OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT.

Section 4.9 **Relationships With Other Properties**. The Association may enter into contractual agreements and/or covenants to share costs with any neighboring properties, other association, the CDD and/or any other Person to contribute funds for, among other things, shared

or mutually beneficial property and/or services and/or a higher level of maintenance of any portion of the Property.

Section 4.10 **Termination of CDD**. In the event that the CDD terminates, dissolves, disbands, contracts and/or otherwise is no longer functioning, the duties, responsibilities, obligations and/or requirements in regard to the Property and/or Common Area shall be assumed by the Association. The Association specifically shall not liable, shall not assume and/or shall not be responsible in any way for any debts, financial obligations, contracts with third parties and/or for any other item related to, arising from, associated with and/or in regard to the CDD. The Association's responsibility shall be specifically limited to the on-going, continued and/or future maintenance, operation, repair, cleaning, management and/or replacement of those portions of the Property and/or the Common Area previously maintained, operated, repaired, cleaned, managed and/or replaced by the CDD. The Association, through its Board, shall have the authority to adopt Rules and Regulations concerning those duties, responsibilities, obligations and/or requirements that the Association has assumed from the CDD.

Section 4.11 **Service Areas**. The Developer hereby reserves for itself and for the Association the right to designate a Lot, Lots, a Building Site, Building Sites, portions of one (1) or more Lots and/or portions of one (1) or more Building Sites through the filing of a Supplemental Declaration and/or amendment to this Declaration (a Service Area Supplemental Declaration) as Special Service Areas as set forth in this Declaration. The Service Areas shall be established in the discretion of the Developer and/or the Association for the Association to provide a higher level of services, special services, additional maintenance and/or other benefits not provided to all the Lots and Building Sites within the Property (collectively, "Special Services"). This includes, but is not limited to, the following: services and/or maintenance to parking areas; services and/or maintenance to landscape areas; services and/or maintenance to driveway areas and/or other portions of a Lot and/or Building Site not improved with Improvements; and/or maintain Association Improvements within these areas in accordance with Association standards. The Association may adopt, impose and collect Assessments on each Lot and/or Building Site within each Service Area and/or each Owner of a Lot and/or Building Site within each Service Area (the "Service Area Assessments") to fund the direct and indirect costs of providing the Special Services for that Service Area. A Lot and/or Building Site may be located within multiple Service Areas, and if Service Area Assessments are imposed for each of those Service Areas, that Lot and/or Building Site and the Owner of that Lot and/or Building Site shall be responsible for each such Service Area Assessment when each becomes due and payable. Each Service Area Assessment shall be collected pursuant to Article 6 of this Declaration.

Section 4.12 **Creation of Service Areas**. A Service Area may be created in one of the following methods:

(a) The Developer may designate a Service Area by recording a Service Area Supplemental Declaration or an amendment to this Declaration in the Public Records of the County. Any Service Area established by such a Service Area Supplemental Declaration or an amendment to this Declaration by the Developer may be dissolved or its boundary lines changed only in accordance with the provisions of such Service Area Supplemental Declaration or amendment;

(b) The Association may designate a Service Area by recording a Service Area Supplemental Declaration or an amendment to this Declaration in the Public Records of the County. Any such Service Area Supplemental Declaration or amendment to this Declaration shall be adopted in accordance with Section 13.2 of this Declaration. Any Service Area established by such a Service Area Supplemental Declaration or an amendment to this Declaration by the Association may be dissolved or its boundary lines changed only in accordance with the provision of such Service Area Supplemental Declaration or amendment; or

(c) The Owners of one hundred percent (100%) of the Lots and/or Building Sites that would be included in a Service Area may submit a written petition to the Association's Board of Directors to create a Service Area applicable only to those Lots and/or Building Sites. Upon receiving such a written petition, the Association's Board of Directors shall adopt a resolution at either a special meeting of the Board or at the Board's next regularly scheduled meeting to create a Service Area containing those Lots and/or Building Sites included in the written petition to provide the higher level of services, special services, maintenance and/or other benefits to those Lots and/or Building Sites. In the same resolution, the Board may adopt and levy a Service Area Assessment in order to cover the anticipated direct and/or indirect costs of providing the higher level of services, special services, maintenance and/or other benefits to that Service Area. Any Service Area established by the Association's Board of Directors upon petition of the Owners within that Service Area may be dissolved or its boundary lines changed as to reduce the number of Lots and/or Building Sites within that Service Area upon the Association receiving written consent from the Owners of at least seventy-five percent (75%) of the Lots and/or Building Sites within that Service Area. Upon receipt of the necessary number of written consents, the Board shall dissolve or change the boundary lines, as applicable, at a special meeting of the Board or at the Board's next regularly scheduled meeting.

Section 4.13 **Dissolution of a Service Area**. If a Service Area is dissolved, the Association shall immediately cease providing the Special Services that were being provided by the Association to that Service Area. The Board may use any remaining and/or excess Service Area Assessments collected from and/or for that Service Area for any lawful purpose of the Association, including but not limited to, transferring such funds to a reserve account or transferring such funds to the Association's general operating account.

Section 4.14 **Alteration of a Service Area**.

(a) If a Service Area's boundary lines are changed to reduce the number of Lots and/or Building Sites within that Service Area, the Association shall immediately cease providing the Special Services that were being provided to those Lots and/or Building Sites that are no longer within and/or a part of that Service Area. Any Service Area Assessments collected from those Lots and/or Building Sites that are no longer within and/or a part of that Service Area shall not be returned and shall remain in the applicable account of the Association.

(b) Any Service Area established by the Association's Board upon petition of the Owners within that Service Area may have its boundary lines changed to increase the number of Lots and/or Building Sites within that Service Area upon the Association receiving written consent from the Owners of at least seventy-five percent (75%) of the Lots and/or Building Sites within that Service Area. If the Association receives the written consents of the Owners of at

least seventy-five percent (75%) of the Lots and/or Building Sites within that Service Area to change the boundary lines of that Service Area in any manner that would increase the number of Lots and/or Building Sites within that Service Area, the Owner of each Lot and/or Building Site that would be added to that Service Area must consent in writing to be included as part of that Service Area. If an Owner of a Lot and/or Building Site that would be added to that Service Area does not consent in writing to be included as part of that Service Area, that particular Lot and/or Building Site shall not be included as part of that Service Area. Upon receipt of the necessary number of written consents and the consent(s) of the applicable Owner or Owners, the Board shall change the boundary lines of that Service Area to include the additional Lot(s) and/or Building Site(s) at a special meeting of the Board or at the Board's next regularly scheduled meeting. Any Lot and/or Building Site added to a Service Area and the applicable Owner of that Lot and/or Building Site shall be responsible for the payment of the prorated amount of any Service Area Assessment applicable to that Service Area based on the date that Lot and/or Building Site is added to that Service Area. The Association shall immediately begin providing the applicable Special Services to any Lot and/or Building Site added to that Service Area.

ARTICLE 5
COMMON AREAS

Section 5.1 **Designation**. Developer shall have the right and the power, in its sole and absolute discretion, to determine which real and/or personal property will be Common Area and to convey or transfer ownership of that Common Area to the Association for the uses and/or purposes set forth in this Declaration and/or in any plat of the Property that has been recorded in the Public Records of the County. The Association is obligated to accept ownership of all Common Areas designated by Developer in its "as is" condition when conveyed or transferred to the Association, without warranty by or recourse against Developer. Prior to the later conveyance of title to the Common Area to the Association or the conversion of Class B membership to Class A membership, Developer may change or cause the Association to change the configuration and/or legal description of any of the Common Area due to a change in Developer's development plans. For so long as the Developer retains Class B membership, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole and absolute discretion; provided, however, such withdrawal of Common Area shall not materially and/or adversely affect access, availability of utilities and/or drainage to or from any Lot and/or Building Site. If such withdrawal of land from the Common Area does materially and/or adversely affect access, availability of utilities and/or drainage to or from any Lot and/or Building Site, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of each Owner of the Lot(s) and/or Building Site(s) which is so affected.

Section 5.2 **Transfer of Title**. Developer shall convey to the Association fee simple title in and to all real property designated by Developer as Common Area; subject to, however, all taxes not then delinquent, the applicable plat, this Declaration and any other restrictions, limitations, conditions, reservations, easements and other matters then of public record. Developer shall also transfer and assign to the Association, by bill of sale or assignment, ownership of all personal property designated by Developer as Common Area. After conveyance and/or transfer to the Association, any real property owned by the Association may

not be mortgaged or further conveyed, sold and/or transferred by the Association without the consent of at least two-thirds (2/3) of the Voting Interests then existing in the Association.

Section 5.3 **Association Responsibilities**. The Association shall accept all conveyances, transfers and/or assignments of real and/or personal property from time to time designated by the Developer as Common Area. Subject to any conflicting rights of Developer and the Owners set forth in the Governing Documents or by law, the Association shall be solely responsible for the ownership, operation, management, maintenance, repair, cleaning, replacement, control and insurance of all of the Common Areas and any Improvements located on the Common Areas, and for the payment of all taxes on the Common Areas due and payable from and after the date this Declaration is recorded in the Public Records of the County. Any taxes assessed against the Common Areas shall be part of the Common Expense. No Owner nor any Owner's tenant, occupant, subtenant, invitee, agent, guest, licensee, visitor, family member, employee, vendor, contractor and/or subcontractor may construct any Improvement of any type in and/or on, install any Improvement of any kind in and/or on, modify, alter and/or change in any manner any portion of the Common Areas.

Section 5.4 **Easements to Owners and Association**. Developer hereby creates, reserves and declares to exist in favor of the Association, the CDD and each Owner (including, but not limited to, Developer) a perpetual, non-exclusive right and easement on, over, under and through the Common Area for the use and enjoyment of the Common Area for all lawful purposes not inconsistent with the Governing Documents or the rights and privileges granted and/or reserved to Developer pursuant to the Governing Documents. This easement in favor of each Owner shall be appurtenant to and pass with the title to each Lot and/or Building Site. All rights of use and enjoyment of the Common Areas are subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot, Building Site and/or Owner thereof for the purpose of maintaining the Common Areas and Improvements located on any portion of the Common Areas;

(b) The right of the Association to create and levy Assessments on Service Areas within the Property;

(c) The right of the Association to adopt at any time, and to enforce, reasonable Rules and Regulations governing the use of the Common Areas and/or Improvements located on any portion of the Common Areas. Any Rule and Regulation so adopted by the Association shall apply until rescinded and/or modified by the Association;

(d) The right of the Developer and/or the Association to have, grant and use either general or specific easements over, on, under and/or through the Common Areas and to modify, amend, terminate, supplement and/or relocate such easements; and

(e) The right of Developer and/or the Association to enter into agreements with other Persons with respect to the maintenance, management and/or operation of Common Areas within the Property, including but not limited to, the delegation and/or assignment of specific maintenance, management and/or operational responsibilities as the Developer or the Association may determine, from time to time.

Section 5.5 **Easement for Further Improvements**. Developer hereby creates, reserves and declares to exist in favor of Developer and its designated successors and assigns the right and easement over, under, on and through the Common Area to make and/or install, at Developer's expense and at any time and from time to time on or before the tenth (10th) anniversary of the date on which this Declaration is recorded in the Public Records of the County, additional Improvements to the Common Areas and any amenities, recreational and/or other Improvements located thereon. Upon the completion of any such additional Improvements, all right, title and interest therein may be transferred (subject to the rights and easements herein created and reserved) to the Association for the uses and purposes set forth in the Governing Documents, and the Association shall accept and thereafter operate, manage, maintain, repair, replace and insure those additional Improvements.

Section 5.6 **Utility Easements**. Developer hereby creates, reserves and declares to exist in favor of Developer and its designated successors and assigns and the CDD, perpetual, non-exclusive easements on, over, under and through the Common Areas and platted easements within the Property for the following purposes: (a) installation, maintenance, repair, replacement, connection with and use of wells, pumps, controls, poles, wires, fixtures, cables, conduits, pipes, lines, meters and/or other equipment and improvements for lighting, irrigation and utilities services (including, but not limited to, cable television, satellite television, internet service, intranet service, telephone, electric, natural gas, sewer, water, reuse or reclaimed water, and telecommunications) to serve any portion of the Property; (b) installation, maintenance, repair, operation, replacement, connection with and/or use of the surface water drainage detention, retention and conveyance structures and areas of the Master Drainage System in accordance with the District Permit and District requirements; and (c) irrigation of the Common Areas, which may be with pretreated effluent from a wastewater treatment facility.

Section 5.7 **Easement for Special Events**. Developer hereby reserves for itself, its successors assigns and designees, a perpetual, non-exclusive easement over, on and through the Common Areas for the purpose of conducting education, cultural, artistic, musical and/or entertainment activities and other activities of general community interest at such locations and times as Developer, in its sole and absolute discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot and/or Building Site, acknowledges, consents and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds and/or related inconveniences, and each Owner knowingly and voluntarily agrees on behalf of itself, and that Owner's occupants, tenants, family members, agents, employees, invitees, guests, licensees and/or visitors, to take no action, legal or otherwise, which would interfere with and/or prohibit the exercise of this easement.

Section 5.8 **Temporary Easements Over Common Areas**. Subject at all times to the terms, conditions, restrictions and requirements of all District Permits, Developer hereby creates, reserves and declares to exist in favor of Developer and its designated successors and assigns rights and easements on, over, under and through the Common Areas for the following purposes: (a) to permit pedestrian and/or vehicular ingress, egress, passage and/or parking incidental to development, construction, marketing and/or sale of any portion of the Property; (b) to cut trees, bushes and/or shrubbery; (c) to change the grade and/or elevation of any portion of the Property; and (d) such other rights and easements as may be reasonably necessary to permit the orderly and economic development, improvement, marketing and/or sale of any portion of the Property. The

rights and easements reserved in this Section 5.8 shall continue in existence until such time as Developer and its designated successors and assigns have sold all Lots and Building Sites to be developed and/or constructed within all portions of the Property.

Section 5.9 **Easement for Maintenance of Master Drainage System**. Developer hereby creates, reserves and declares to exist in favor of the Developer, the Association and the CDD a perpetual, non-exclusive easement over, under, on and through all portions of the Master Drainage System for access to operate, maintain, repair, manage and/or replace the Master Drainage System. By this easement, the Developer, the Association and the CDD shall have the right to enter upon any portion of any Lot and/or Building Site which is part of and/or adjacent to the Master Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain, manage, repair and/or replace the Master Drainage System as required by the District Permit and/or any governmental agency or quasi-governmental body. Additionally, the Developer, the Association and the CDD shall have a perpetual, non-exclusive easement for drainage over the entire Master Drainage System, and the owner of the pumps, pipes and other apparatus comprising the Master Drainage System shall have an easement for access and maintenance as necessary for the operation, management, maintenance, repair and/or replacement of such equipment. No Person shall alter the drainage flow of and/or over any portion of the Master Drainage System, including but not limited to, buffer areas and swales, without first obtaining the written approval of the Association and the District. No Neighborhood Association shall cause and/or permit any interference with the access, maintenance, operation, management, repair and/or replacement of the Master Drainage System. This Section 5.9 shall not be amended in any way without the prior written approval of the District.

Section 5.10 **Sign Easement.** Developer reserves for itself, the Association and the CDD a non-exclusive easement over, upon, in, through and across all areas of the Property for the erection, installation, operation, maintenance, repair, placement and/or replacement of signs, walls, monuments, fencing, decorative improvements, entry features, gates, landscaping, lighting, utility and/or irrigation facilities within and/or adjacent to the Property. No Owner shall obstruct access to this easement, or install, build, construct and/or remove any plant or other improvement or installation of any kind that has been placed in this easement by the beneficiaries thereof. No Owner shall obstruct the view of the easement from any adjacent street right-of-way. All signs, walls, monuments, entry features, gates, landscaping, utilities, irrigation and/or other permanent Improvements installed, constructed, built and/or placed in this easement by the CDD may become the property of the CDD, and, if so, shall be maintained, operated, managed, monitored, cleaned, repaired and/or replaced by the CDD. In addition, Developer and/or any designee of Developer shall have the right, without requiring the prior approval of the Association and/or any Owner, within the Property, to erect, change, move, alter, remove, repaint, replace, maintain, operate and/or otherwise exercise complete and unfettered control over advertising, sales, promotional and/or marketing signs at all times prior to the sale of the last Lot and/or Building Site owned by Developer within the Property, and all such advertising, sales, promotional and/or marketing signs shall be and remain the exclusive property of Developer (or such designee of Developer) and shall not be deemed or considered part of the Common Area owned by the Association.

Section 5.11 **Easement for Irrigation Equipment.** If there is a master irrigation system for the Property, the Developer, the Association and the CDD shall have a perpetual, non-exclusive easement over, under, across and/or through all exterior portions of each Lot and/or Building Site, except any portion upon which buildings, structures and/or Residential Dwelling Units have been erected, for the purpose of installing, maintaining, repairing, operating and/or replacing all irrigation equipment, systems and/or lines serving all or any portion of the Lots, Building Sites and/or the Common Area. The easement contained in this Section 5.11 shall not impose any obligation on the Association, the CDD and/or the Developer to install any such irrigation equipment, systems and/or lines.

Section 5.12 **No Implied Obligation.** None of the reservations of rights and easements in Article 5 of this Declaration shall be interpreted to impose any obligation on Developer, its successors or assigns and/or the CDD to install, operate, build, construct, manage, maintain, repair, replace, connect with and/or use any of the Improvements or facilities referenced therein.

Section 5.13 **No Interference.** No Improvement or material may be placed in and/or upon any easement which may damage or interfere with the installation, operation, maintenance, repair and/or replacement of any utilities, or the easement area or that may alter and/or impede the direction and/or flow of drainage in any way.

Section 5.14 **No Reference Necessary.** The terms and provisions of this Declaration, including, but not limited to, the rights and easements granted and reserved in this Article 5, shall survive the delivery of each deed of Common Area to the Association, and said terms and provisions shall remain in full force and effect and shall bind the Common Area and the Association whether or not referred to or recited in any deed of Common Area to the Association.

Section 5.15 **Delegation.** Any Owner (including Developer) may grant the benefit of any easement, right or privilege conferred under this Declaration to their respective family members, officers, agents, employees, contractors, subcontractors, occupants, members, tenants, licensees, invitees and/or guests, but nothing herein shall be construed to create any rights, easements or privileges in the general public.

Section 5.16 **Community Systems and Services.** Developer reserves for itself, its successors and assignees, and the Association (after Developer no longer has Class B membership), the exclusive and perpetual right to provide and operate, and/or to permit others to provide and operate, within the Property, such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the "Community Systems and Services") on a reasonably competitive basis, as Developer (and/or the Association, if applicable), in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules,

and regulations of the relevant government authority, if applicable. Developer may receive, and shall be entitled to retain, any rebate, credit, fee, and/or incentive relating to the installation, operation, and/or provision of any Community Systems and Services. Developer may require that the Board enter into agreements for the provision of Community Systems and Services to all Lots and/or Building Sites as a Common Expense. If particular services or benefits are provided to particular Owners, Service Areas, Lots and/or Building Sites at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services. If particular services or benefits are provided to a particular Neighborhood at the request of the Neighborhood Association, the benefited Owner(s) in that particular Neighborhood shall pay the service provider directly for such services, or the Association may assess the costs as a Neighborhood Assessment.

Section 5.17 **Easements of Encroachment.** Developer grants easements of encroachment, and for the maintenance and use of any permitted encroachment, between each Lot, each Building Site and any adjacent Common Area and between adjacent Lots and/or Building Sites. Such easement shall permit encroachment only by a structure, Improvement, Residential Dwelling Unit, Commercial Improvement and/or fixture which has been constructed by Developer, or approved in advance in accordance with this Declaration, and which is constructed, installed, built, erected and/or placed on the property of another Person without the actual intention of encroaching on such property. 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 an easement.

Section 5.18 **Easements to Serve Additional Property.** Developer reserves for itself and its duly authorized agents, successors and assigns, an easement in, through, under and/or over the Common Area, each Lot and each Building Site for enjoyment, use, access and development of any other real property, whether such real property is actually made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over, under, in and/or through the Common Area, Lots and Building Sites for construction of roads and for connecting and installing utilities.

Section 5.19 **Easements for Cross-Drainage.** All portions of the Property shall be burdened with easements for drainage of stormwater runoff from other portions of the Property and/or any other real property subject to this Declaration; however, no Person other than Developer shall alter the drainage on any Lot and/or Building Site to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) of the affected portions of the Property, the District and the Association.

Section 5.20 **Right of Entry**. Developer hereby creates and reserves for itself and its duly authorized agents and the Association the right, but not the obligation, to enter upon any portion of the Property, including but not limited to, Lots and/or Building Sites, for emergency, security and/or safety reasons, and to inspect for the purpose of ensuring compliance with the Governing Documents; provided, however, nothing in this Section 5.20 shall authorize any Person to enter any structure, building and/or Residential Dwelling Unit constructed on a Lot and/or Building Site without permission of the Owner unless necessary to avoid an imminent

threat of personal injury and/or property damage. This right may be exercised by any member of the Board, any officer, manager, agent or employee acting with the permission of the Board and/or Developer, and all police, fire and/or similar emergency personnel in the performance of their respective duties. Except in an emergency situation to avoid an imminent threat of personal injury and/or property damage, entry into any portion of a Lot and/or Building Site not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's, tenant's and/or occupant's consent. This right of entry pursuant to this Section 5.20 shall include the right of the Association and/or the Developer to enter upon a Lot and/or Building Site to perform maintenance and/or cure any condition which may increase the possibility of fire or other hazard, in the event the Owner fails and/or refuses to perform such maintenance and/or cure such condition within a reasonable time after request by the Board and/or Developer. Nothing in this Section 5.20 shall obligate and/or require the Association and/or the Developer to take any action to perform such maintenance and/or cure such condition.

Section 5.21 **Easements for Lake and Pond Maintenance and Flood Water**. Developer reserves for itself, its successors, assigns and designees and the Association a perpetual, non-exclusive easement, but not the obligation, to enter upon and/or in the lakes, ponds, creeks and streams located within the Common Area to: (a) install, keep, maintain and replace pumps thereon in order to provide water therefrom for the irrigation of any of the Common Areas; (b) construct, maintain, operate and repair any retention pond, detention pond, dry detention area, wall, dam and/or any structure retaining water therein; and (c) remove trash and/or other debris therefrom and fulfill its maintenance responsibility as provided in this Declaration. Developer's rights and easement provided in this Section 5.21 shall be transferred to the Association, at Developer's option, at such time as Developer shall cease to own any portion of the Property, or such earlier time as Developer may decide, in its sole and absolute discretion, and transfer such rights by a written instrument. Developer, the Association and such transferee (if other than Developer), shall have an easement over and across any of the Lots and/or Building Sites abutting and/or containing any portion of any of the lakes, ponds, streams and creeks for the purpose of allowing Developer to exercise its rights and responsibilities herein and otherwise set forth; provided, however, Developer, its designees, the Association and such transferee (if other than Developer), shall use reasonable care in the exercise of such easement and shall repair any damage caused in the exercise of such easement.

There is further reserved herein and hereby, for the benefit of Developer and the Association, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas, Lots and Building Sites (but not the structures and buildings thereon) adjacent to or within fifty feet (50') of any lake, pond, stream and/or creek within the Property, in order to: (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and creeks within the Common Areas; (c) maintain and landscape any slopes and banks pertaining to such lakes, ponds, streams and creeks; and (d) enter upon and across such portions of the Lots and/or Building Sites to the extent reasonably necessary for the purpose of exercising its or their rights under this Section 5.21. Nothing herein shall be construed to make Developer, the Association and/or any other Person liable for damage resulting from flooding due to heavy rainfall, tropical storm, hurricane and/or any other natural occurrence.

Section 5.22 **Service Area Easements**. Developer hereby reserves to itself and the Association the right to create non-exclusive easements ("Service Area Easements") over, across, under and through portions of the Lots and/or Building Sites not improved with buildings regardless of the existence of any other Improvements, for the installation, construction, erection, location and/or placement of Association Improvements for landscaping, irrigation, lighting, signage, parking, driveways and/or utilities ("Association Improvements"), and for the construction, maintenance, repair, removal, replacement, modification, relocation and/or alteration of Association Improvements. Service Area Easements shall be created and encumber any Lot and/or Building Site upon the recording of a Service Area Supplemental Declaration (as that term is defined in this Declaration).

Section 5.23 **Exclusive Common Area.** Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of one (1) or more Neighborhoods. By way of illustration, but not as a limitation, Exclusive Common Area may include entry features, recreational facilities, amenities, landscaped medians, landscaped cul-de-sacs, lakes, ponds, and/or other portions of the Common Area within or in proximity to the particular Neighborhood(s) to which that Exclusive Common Area is assigned.

(a) **Assignment, Reassignment and/or Conversion.**

(i) **By Developer.** The Developer may assign a portion of the Common Area as Exclusive Common Area in the deed conveying such property to the Association and/or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Developer from assigning use of the same Exclusive Common Area to additional Lots, Building Sites and/or Neighborhoods, so long as the Developer has a right to subject Additional Property to this Declaration pursuant to Article 3 of this Declaration.

(ii) **By the Association.**

(i) The Association may, by resolution of the Board, assign as Exclusive Common Area any portion of the Common Area not previously assigned, and may convert Exclusive Common Area to general Common Area, upon approval of: (A) the Board; and (B) at least fifty-one percent (51%) of the votes eligible to be cast by Members Eligible To Vote.

(ii) The Association may, by resolution of the Board, reassign Exclusive Common Area to one or more additional or other Neighborhoods upon approval of: (A) the Board; (B) at least fifty-one percent (51%) of the votes attributable to the Units in the Neighborhood(s) to which the Exclusive Common Area is currently assigned; and (C) at least fifty-one percent (51%) of the votes attributable to the Units in the Neighborhood(s) to which the Exclusive Common Area is to be reassigned.

(iii) As long as the Developer owns any portion of the Property, any such assignment, reassignment and/or conversion pursuant to this Section 5.20(a)(ii) shall also require the Developer's prior written consent.

(b) **Maintenance of Exclusive Common Area.** All costs and/or expenses which the Association incurs for maintenance, repair, replacement, operation, management and/or insurance of Exclusive Common Area which the Association maintains, repairs, replaces, operates, manages and/or insures shall be a Neighborhood Expense to be allocated among all Lots and/or Building Sites in the Neighborhood(s) to which that Exclusive Common Area is assigned. Notwithstanding the foregoing, the costs of insuring Exclusive Common Area shall be a Common Expense, unless that Exclusive Common Area results in a material, calculable addition to the insurance premium that the Association would otherwise pay for such insurance.

Section 5.24 **Use by Others.** The Association may, upon approval of the board(s) of directors of the Neighborhood Association(s) for each Neighborhood to which any Exclusive Common Area is assigned, permit Owners of Lots and/or Building Sites in other Neighborhoods and/or other portions of the Property to use all or a portion of that Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expense attributable to that Exclusive Common Area.

Section 5.25 **Maintenance of Common Area.**

(a) The Association shall operate, maintain, manage, clean, repair, replace and insure the Common Areas and all Improvements from time to time located on the Common Areas, subject at all times to obtaining all required governmental permits and/or approvals. The Association shall not be responsible for any utilities and/or utility service owned and/or maintained by a public or private utility company providing water, sewer, electrical, fire protection, cable television, telephone, internet, natural gas and/or similar utilities to any portion of the Property.

(b) If the Master Drainage System is part of the Association's Common Areas, the cost of the maintenance, operation, management, repair, replacement and insurance of the Master Drainage System (except for those portions located on a Lot and/or Building Site and required to be maintained by the Owner of that Lot and/or Building Site) shall be part of the Association's Common Expense. All such maintenance, operation, management, repair, replacement and insurance of the Master Drainage System shall be in accordance with the District Permit and the requirements of the District. Maintenance of the Master Drainage System 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 District. Any repair and/or reconstruction of the Master Drainage System shall be as permitted or, if modified, as approved by the District. In order to perform its obligations under this Section 5.25, the Association shall have a perpetual, non-exclusive easement over, upon, in, under and through all areas of the Master Drainage System for access to operate, maintain, manage, repair, replace and insure the Master Drainage System.

No Person shall, without the prior written approval of the Developer and the District, do any of the following in and/or on any part of the Master Drainage System: (a) use boats or watercraft of any type, fish and/or swim; (b) discharge any liquid and/or material other than natural drainage into any lake, pond, retention, detention or other water areas, and then only in accordance with the District Permit for the Master Drainage System; and/or (c) alter and/or obstruct any lakes, ponds, retention, detention and/or other water areas, or interfere with any

water control structures and/or apparatus which are part of the Master Drainage System.

The County shall have an emergency access easement to and over the Master Drainage System in the event that inadequate maintenance, repair or replacement of the Master Drainage System creates a hazard to the public health, safety and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility and/or liability upon the County to enter upon the Master Drainage System to take any action to repair, replace and/or maintain the Master Drainage System unless the same is dedicated to the County and the County specifically assumes the responsibility to take such action, repair, replacement and/or maintenance.

The Developer may have constructed a drainage swale upon each Lot and/or Building Site for the purpose of managing and/or containing the flow of excess surface water, if any, found upon that Lot and/or Building Site from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swale(s) located on that Owner's Lot and/or Building Site. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences, placement of an Improvement, placement of any structure and/or otherwise obstructing the surface water flow in any swale is strictly prohibited. No alteration of any drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be promptly repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot and/or Building Site upon which that drainage swale is located.

The District shall have the right to enforce, by any proceeding at law, in equity, in an administrative action, or any combination of these, the provisions contained in this Declaration which relate to the maintenance, operation, management, repair and/or replacement of the Master Drainage System.

(c) In the event that the CDD shall for any reason fail to maintain the portions of the Master Drainage System for which the CDD is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law or this Declaration, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 5.26 **Easement for Maintenance Purposes**. The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be

damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 5.27 **Water Management**. Each Owner acknowledges, understands and agrees that some or all of the water features which may be located in and/or adjacent to the Property are designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations and precipitation within the immediate area, water levels will rise and fall. Each Owner further acknowledges, understands and agrees that Developer does not have, and is not obligated to exert, control over any such water elevations. Therefore, each Owner agrees to, and does by purchase of a Lot and/or Building Site within the Property, release and discharge Developer from and against any and all losses, claims, suits, causes of action, demands, damages and/or expenses of whatever nature or kind, including without limitation, attorneys' fees, costs and expenses, related to, connected with and/or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand and/or fill any water features or wetlands that may be located within and/or in the vicinity of the Property without the prior written approval of the Developer, the CDD, the District and any local, state or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

DEVELOPER, THE ASSOCIATION, THE CDD AND THE BOARD SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING BUT NOT LIMITED TO, LIFEGUARDS, FOR THE BODIES OF WATER THAT MAY BE LOCATED WITHIN AND/;OR IN THE VICINITY OF THE PROPERTY. ANY INDIVIDUAL USING SUCH BODIES OF WATER SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DEVELOPER, THE ASSOCIATION AND THE CDD HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, PERSONAL INJURY, DAMAGE AND/OR DEATH ARISING FROM AND/OR RELATED TO SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE OR A DEED TO A LOT AND/OR BUILDING SITE, ACKNOWLEDGES AND AGREES THAT SUCH BODIES OF WATER MAY BE DEEP AND ARE LIKELY DANGEROUS. NEITHER DEVELOPER, THE ASSOCIATION, THE CDD NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND/OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE AND/OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF AND/OR IN ANY BODY OF WATER WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH OCCURRING IN, ARISING FROM AND/OR OTHERWISE RELATED TO, ANY BODY OF WATER. ALL PERSONS USING ANY BODY OF WATER WITHIN THE PROPERTY WITHIN THE PROPERTY KNOWINGLY AND VOLUNTARILY DO SO AT THEIR OWN RISK. ALL OWNERS, VISITORS, GUESTS, TENANTS, OCCUPANTS, FAMILY MEMBERS AND/OR USES OF ANY PORTION OF

THE PROPERTY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, ANY PORTION OF THE PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ANY AND ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITATE AND/OR ENTER INTO BODIES OF WATER WITHIN OR NEARBY THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ALLIGATORS, AND SUCH WILDLIFE MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT, GUARANTEE AND/OR INSURE AGAINST, ANY DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE CAUSED BY SUCH WILDLIFE.

Section 5.28 **Maintenance of Neighborhood Property**. Each Neighborhood Association shall maintain its Exclusive Common Area and any other property for which that Neighborhood Association has maintenance responsibility in a manner consistent with Article 11 of this Declaration. The requirements of Article 11 of this Declaration shall apply to any Neighborhood Association responsible for Exclusive Common Area and/or any other property within that Neighborhood in the same manner as if the Neighborhood Association were an Owner and the Exclusive Common Area and/or any other property were a Lot and/or Building Site.

Section 5.29 **Assumption of Neighborhood Responsibilities**. The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the applicable Neighborhood Association and/or because, in the sole and absolute opinion of the Board, the level and quality of service, maintenance, repair, cleaning, insurance and/or replacement then being provided by then applicable Neighborhood Association is not consistent with the approved Plans therefor and with the general appearance of the other Improvements, landscaping and/or signage in the Property as a whole when initially constructed and improved. All costs of maintenance, repair, cleaning, service, insurance and/or replaced pursuant to this Section 5.29 shall be assessed as a Neighborhood Assessment only against the Owners, Lots and Building sites within that Neighborhood to which the Association is providing service, maintenance, repair, cleaning, insurance and/or replacement.

ARTICLE 6
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot and/or Building Site within the Property, by acceptance of a deed or other conveyance of title to any Lot and/or Building Site, whether or not it shall be so expressed in that deed or other conveyance, and whether or not reference to this Declaration shall be made in such deed or other conveyance, is obligated and covenants and agrees to pay to the Association all Assessments, including: (1) Annual Assessments; (2) Initiation Assessments; (3) Special Assessments; (4) Individual Assessments; (5) Neighborhood Assessments; (6) Special Neighborhood Assessments; (7) Service Area Assessments; and (8) Special Service Area Assessments. Assessments shall be fixed, established, assessed and collected as provided in this

Declaration, the Articles and/or the Bylaws. Developer shall be excused from payment of Annual Assessments, Special Assessments, Neighborhood Assessments, Special Neighborhood Assessment, Service Area Assessments and Special Service Area Assessments for so long as Developer subsidizes the budget of the Association pursuant to Section 6.12 of this Declaration. Developer shall never be obligated to pay any Initiation Assessment.

Section 6.2 **Lien and Personal Obligation**. All Assessments, together with such interest and late charges as shall be imposed by the Board, and the cost of collection thereof, including without limitation, Enforcement Cost, court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, and in all post-judgment proceedings, shall be a charge and continuing lien upon the Lot and/or Building Site against which such Assessment is made from and after the date on which such Assessment is due. Each Assessments, together with said interest, late charges, Enforcement Cost, costs and fees, shall also be the personal obligation of each Person who was an Owner of the Lot and/or Building Site at the time the Assessment became due and payable. In the case a Lot and/or Building Site is owned by more than one (1) Person, all such Owners shall be jointly and severally liable for the entire amount of the Assessment.

The liability for any Assessment may not be avoided by waiver of the use and/or enjoyment of the Common Areas, by waiver of the use and/or enjoyment of any Exclusive Common Area and/or by the abandonment and/or non-use of the Lot and/or Building Site against which any Assessment was made. No diminution or abatement of an Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action and/or perform some function required to be taken and/or performed by the Association or Board under any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs and/or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any County, District, state, federal or other governmental authority.

Section 6.3 **Nonpayment**. If any Assessment or installment of any Assessment is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment, together with all interest, late charges, collection costs and Enforcement Cost, shall be secured by a continuing lien on the Lot and/or Building Site as to which the Assessment accrued. The lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first Mortgage on the Lot and/or Building Site. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and/or Building Site during the ownership by the Owner who owned that Lot and/or Building Site at the time the Assessment fell due and the lien shall continue in effect following transfer of title to the relevant Lot and/or Building Site to each subsequent Owner until all amounts secured by the lien have been paid. The personal obligation of each Owner to pay any delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them. If any Assessment or installment of any Assessment is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest at the highest lawful rate permitted in Florida from the date when first due until fully paid. The Association may record a notice of lien for delinquent Assessments in the Public Records of the County and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the

amount of delinquency stated therein and all unpaid Assessments, interest, late charges, collection costs and Enforcement Cost thereafter until satisfied of record.

If any Owner is delinquent in the payment of any Assessment (including any installment), the Board may accelerate the entire balance of the applicable Fiscal Year's Assessments upon ten (10) days' prior written notice to that Owner and the filing of a claim of lien, and the then-unpaid balance of the applicable Fiscal Year's Assessments shall be immediately due and payable upon the date stated in the notice to that Owner, but not less than seven (7) days after delivery of the notice to that Owner, or not less than fourteen (14) days after the mailing of such notice to that Owner by certified mail, whichever event occurs first.

The Association shall have and may pursue any and all remedies available at law and in equity for the collection of delinquent Assessments, including, but not limited to, bringing an action for collection against the Owner personally obligated to pay the delinquent Assessment, recording a claim of lien (as evidence of its lien and lien rights as provided for in this Declaration) against the Lot and/or Building Site as to which the delinquent Assessment remains unpaid, and foreclosing the lien against the Lot and/or Building Site by judicial foreclosure in the same manner as foreclosure of a mortgage. The Association may pursue any one or more of its remedies at the same time or successively, and the Association does not waive its ability to foreclose on its lien on a Lot and/or Building Site by bringing an action for collection against the Owner of that Lot and/or Building Site. There shall be added to the amount of any delinquent Assessment the above-mentioned interest, late charges, collection costs, Enforcement Costs and attorneys' and paralegals' fees, which fees and collection costs shall be recoverable whether or not suit is actually brought. The Owner shall also be required to pay the Association any Assessments against the Lot and/or Building Site which become due during the period of collection and foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, transfer, convey, encumber, use and otherwise deal with any Lot and/or Building Site acquired by the Association through foreclosure. During the period a Lot and/or Building Site is owned by the Association following foreclosure on that Lot and/or Building Site: (1) No right to vote shall be exercised on behalf of that Lot and/or Building Site; (2) No Assessment shall be assessed or levied on that Lot and/or Building Site; and (3) Each other Lot and/or Building Site shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged to the Lot and/or Building Site had it not been acquired by the Association as a result of foreclosure. A suit to recover a money judgment for unpaid Assessments and attorneys' fees and costs shall be maintainable without foreclosing or waiving the lien securing the unpaid Assessments and attorneys' fees and costs.

Section 6.4 **Exempt Property.** The following property shall be exempt from the Assessments and liens created herein: (1) the Common Area; (2) lands dedicated to and/or owned by the County, the CDD or another governmental authority, any utility company or the general public; and (3) Lots and/or Building Sites owned by Developer during the period of time that Developer subsidizes the Common Expense of the Association pursuant to Section 6.12 of this Declaration. No other land or improvements in the Property shall be exempt from Assessments and liens created in this Declaration.

Section 6.5 **Purpose.** The Assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's

duties and to exercise the powers conferred on it, and to pursue any other lawful purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of the Common Expense and Association operating and overhead expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the Common Area; (d) improvement, operation, insurance, maintenance, repair and replacement of the Common Area and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves for future Common Expense or any other reserve account established by the Association; (g) procurement and maintenance of insurance and fidelity bonds; (h) employment of accountants, attorneys, management and other professionals to serve, represent and/or advise the Association; (i) payment of any Neighborhood Expense; (j) payment of any costs and expenses incurred and/or expected to be incurred in a Service Area; and (k) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

Section 6.6 **Annual Assessments**.

(a) **Operating Budget.** At least forty-five (45) days prior to the end of each Fiscal Year, to the extent possible, the Board shall prepare and approve a budget of the estimated Common Expense of the Association for the coming Fiscal Year, together with any amounts necessary to fund any deficits from prior years and to provide reserves for future expenses, including but not limited to the annual capital contribution approved by the Board under Section 6.6(c) of this Declaration. The Board shall determine and fix the amount of Annual Assessments for each Lot and/or Building Site to meet all the expenses of the Association (including the Common Expense) and the Board shall determine when the Annual Assessments are payable.

(b) **Capital Budget.** Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected major repair or replacement cost of major components for which the Association is responsible. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget described in Section 6.6(a) of this Declaration.

(c) **Adoption of Operating Budget.** The Association shall mail to each Member a copy of the operating budget and projected Annual Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days, to the extent possible, prior to the end of the Association's current Fiscal Year. The operating budget and Annual Assessments shall become effective unless disapproved at a Special Meeting of the Members held not later than thirty (30) days after the proposed budget and Annual Assessments are mailed to the Members. There shall be no obligation to call a Special Meeting for the purpose of considering the budget and Annual Assessments, except upon written request by the Association's Members Eligible To Vote as provided for Special Meetings in the Bylaws. To be effective, Members Eligible To Vote representing at least two-thirds (2/3) of the total voting interests of the

Association, without regard to membership class, must disapprove of the proposed budget and Annual Assessments. If the Association's membership so disapproves the operating budget and Annual Assessments for the coming Fiscal Year, or if the Board fails to propose an operating budget, then the operating budget and Annual Assessments for the prior Fiscal Year shall continue in effect until a new operating budget and Annual Assessment amount are determined and adopted.

In the event that the Board is unable to adopt an operating budget and Annual Assessments for the coming Fiscal Year, the Board may call a Special Meeting of Members for the purpose of considering and adopting such an operating budget and Annual Assessments, which meeting shall be called an held in the manner provided in the Bylaws for a Special Meeting. The Board may also propose an operating budget and Annual Assessment in writing to the Members, and if such budget is adopted by the Members Eligible To Vote representing a majority of the total voting interests of the Association, and upon ratification by a majority of the entire Board, it shall become the operating budget and Annual Assessments for that coming Fiscal Year.

(d) **Allocation of Annual Assessments Among Lot and/or Building Sites.** The Annual Assessment levied for the coming Fiscal Year against each Lot and/or Building Site shall be calculated in the following manner: Owners of Lots and/or Building Sites shall pay a prorata share of Annual Assessments based upon Assessment equivalents allocated among the Owners as provided in Section 6.6(d)(i) of this Declaration (the "Assessment Equivalents").

(i) The share of the total Annual Assessment shall be allocated among the Owners of the Lots and Building Sites as follows:

(1) Each Owner of a Lot shall pay Annual Assessments based upon one (1) Assessment Equivalent for each Lot owned by that Owner.

(2) Each Owner of a Building Site shall pay Annual Assessments based upon one (1) Assessment Equivalent for each five thousand (5,000) gross square feet of that Building Site, rounded to the nearest five thousand (5,000) square feet. If a Building Site is comprised of less than five thousand (5,000) gross square feet, that Building Site shall be allocated one (1) Assessment Equivalent.

(3) The Association will then calculate the total number of Assessment Equivalents within the Property. Then, taking the sum of the operating budget of the Association, including the Common Expense, any deficits carried over from previous Fiscal Years, the Capital Budget and any reserve accounts to be funded in that Fiscal Year, and dividing that sum by the total number of Assessment Equivalents within the Property to determine the Annual Assessment per Assessment Equivalent. That quotient (the Annual Assessment per Assessment Equivalent) is then multiplied by the number of Assessment Equivalents for each Lot and/or Building Site to determine the applicable Annual Assessment for each Lot and/or for each Building Site.

(4) As an illustration, and not as a limitation, if there are fifty (50) Lots within the Property and two (2) Building Sites within the Property each with ten thousand

(10,000) gross square feet, there would be a total of fifty (50) Assessment Equivalents for the Lots (based on one Assessment Equivalent per Lot) and a total of four (4) Assessment Equivalents for the Building Sites (based on one Assessment Equivalent for every five thousand gross square feet of a Building Site). Adding the two Assessment Equivalent figures together results in a total of fifty-four (54) Assessment Equivalents within the Property. Assuming the sum of the operating budget of the Association is Two Hundred Thousand Dollars ($200,000), the Association would take that figure and divide it by the total number of Assessment Equivalents within the Property as follows:

$$\frac{200{,}000}{54} = 3{,}703.70$$

Therefore, each Assessment Equivalent for that Fiscal Year would be equal to Three Thousand Seven Hundred Three and 70/100 Dollars ($3,703.70). That figure would then be multiplied by the number of Assessment Equivalents for each Lot and/or Building Site within the Property to determine the total Annual Assessment for that Lot and/or Building Site. Using the Lots and Building Site from above, each Lot would have an Annual Assessment of Three Thousand Seven Hundred Three and 70/100 Dollars ($3,703.70) and each Building Site would have an Annual Assessment of Seven Thousand Four Hundred Seven and 40/100 Dollars ($7,407.40).

Section 6.7 **Initiation Assessments, Special Assessments, Individual Assessments, Neighborhood Assessments and Reserve Accounts**.

(a) **Initiation Assessments.** At the closing of the first purchase of each Lot and/or Building Site by an Owner (other than Developer) who acquires the Lot and/or Building Site for any purpose other than to build and/or construct Improvements on that Lot and/or Building Site for resale in the ordinary course of business, the Owner shall pay to the Association a one-time Initiation Assessment in an amount to be determined by the Board, which may be adjusted and/or increased from time to time, per Lot and/or Building Site as a contribution to the capital of the Association. Initiation Assessments may be adjusted as to Additional Property as provided in the Supplemental Declaration applicable to such Additional Property. Initiation Assessments are not refundable and shall not be prorated. The Association may use Initiation Assessments for any purpose.

(b) **Special Assessments.** In addition to Annual Assessments, the Association may levy at any time a Special Assessment, if approved by a majority of the Members Eligible To Vote present, in person or by proxy, at a duly called Meeting of the Association's membership at which a quorum is present. If a Special Assessment is approved and levied by the Association, that Special Assessment shall be paid in such manner as the Board may require in the notice of the Special Assessment. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption and levying of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered surplus, and may, at the sole discretion of the Board be used for any other lawful purpose or deposited into one of the other existing accounts of the Association (for example, the general operating account or a reserve account) to be used for any other expense of the

Association. A Special Assessment may be levied for any lawful purpose and/or duty of the Association.

Any Special Assessment levied in accordance with Article 20, Section 20.5 of this Declaration may be levied by the Board alone without needing the approval of a majority of the Members Eligible To Vote.

All Special Assessments shall be allocated and levied in the same manner as an Annual Assessment. A Special Assessment shall be assessed against all Owners and their respective Lots and/or Building Sites based upon the Assessment Equivalents. Developer shall not be obligated to pay any Special Assessment while Developer retains Class B membership.

(c) **Individual Assessments.** The Board may levy an Individual Assessment against any Owner and that Owner's Lot and/or Building Site in order to cover costs incurred by the Association due to that Owner's failure to maintain that Owner's Lot and/or Building Site pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss and/or damage to the Association or to any Common Are or easement area caused by that Owner or that Owner's tenant, family member, employee, agent, contractor, subcontractor, licensee, invitee and/or guest, and not covered by insurance, or for any other purpose expressly authorized by this Declaration.

The Board may also levy an Individual Assessment against any Owner and that Owner's Lot and/or Building Site to reimburse the Association for costs incurred pursuant to this Declaration in bringing an Owner and/or that Owner's Lot and/or Building Site into compliance with the provisions of this Declaration, the Articles, the Bylaws, any Rules and Regulations, and any amendments to any of these. This includes but is not limited to Enforcement Cost, attorneys' fees and costs.

Developer shall not be obligated to pay any Individual Assessments while Developer retains Class B membership.

(d) **Neighborhood Assessments.** At least forty-five (45) days before the beginning of each Fiscal Year, the Board shall prepare a separate budget covering the estimated Neighborhood Expense for each Neighborhood on whose behalf a Neighborhood Expense is expected to be incurred during the coming Fiscal Year (the "Neighborhood Budget"). Each such Neighborhood Budget shall include any costs and/or expenses for any additional services and/or any higher level of services which the Owners in that Neighborhood have approved pursuant to this Declaration, any deficit carried over from prior Fiscal Years and any contribution to any reserve account created by the Association that relates to that Neighborhood. Each Neighborhood Budget shall also reflect the sources and estimated amounts of funds to cover the Neighborhood Expense, which may include any surplus to be applied from prior Fiscal Years, any income expected from sources other than Neighborhood Assessments and the amount required to be generated through Neighborhood Assessments in that Neighborhood. The Board shall also determine when the Neighborhood Assessments are payable.

The Association is authorized to levy Neighborhood Assessments against all Lots and/or Building Sites in that Neighborhood subject to Neighborhood Assessments based upon the

Assessment Equivalent method used to calculate Annual Assessments, however the Neighborhood Assessment would use the Neighborhood Budget; provided, however, Developer shall not be subject to any Neighborhood Assessment on any Lot and/or Building Site owned by Developer while Developer subsidizes the Common Expense of the Association pursuant to Article 6, Section 6.9 of this Declaration.

The Association shall mail a copy of the Neighborhood Budget and projected Neighborhood Assessments approved by the Board to be levied for the next Fiscal Year to each Owner in that particular Neighborhood at least thirty (30) days, to the extent possible, prior to the end of the Association's current Fiscal Year. The Neighborhood Budget and Neighborhood Assessments shall become effective unless disapproved at a Special Meeting of the applicable Neighborhood Association held not later than thirty (30) days after the proposed Neighborhood Budget and Neighborhood Assessments are mailed to those Members. There shall be no obligation to call a Special Meeting for the purpose of considering the Neighborhood Budget and Neighborhood Assessments, except upon written request by the Neighborhood Association's Members Eligible To Vote as provided for Special Meetings in that Neighborhood Association's bylaws. To be effective, that Neighborhood Association's Members Eligible To Vote representing at least two-thirds (2/3) of the total voting interests of the Association, without regard to membership class, must disapprove of the proposed Neighborhood Budget and Neighborhood Assessments. If that Neighborhood Association's membership so disapproves the Neighborhood Budget and Neighborhood Assessments for the coming Fiscal Year, or if the Board fails to propose a Neighborhood Budget, then the Neighborhood Budget and Neighborhood Assessments for the prior Fiscal Year shall continue in effect until a new Neighborhood Budget and Neighborhood Assessment amount are determined and adopted. The right to disapprove a proposed Neighborhood Budget shall only apply to those certain line items in the proposed Neighborhood Budget which are attributable to services and/or benefits requested by that Neighborhood, and shall not apply to any item which the Governing Documents require to be assessed as a Neighborhood Assessment.

The Board may revise the Neighborhood Budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the Fiscal Year, subject to the notice requirements and the right of Owners in the affected Neighborhood to disapprove the revised budget as set forth in this Section 6.7(d).

(e) **Special Neighborhood Assessments.** In addition to other authorized Assessments, the Association may levy and/or impose a Special Neighborhood Assessment to cover unbudgeted costs, unbudgeted Neighborhood Expenses and/or Neighborhood Expenses in excess of those previously budgeted. Any such Special Neighborhood Assessment shall be levied and/or imposed against the Lots and/or Building Sites within the applicable Neighborhood if approved by at least a majority of that Neighborhood Association's Members Eligible To Vote present, in person or by proxy, at a duly called Meeting of that Neighborhood Association's membership at which a quorum is present. If a Special Neighborhood Assessment is approved and levied by the Association, that Special Neighborhood Assessment shall be paid in such manner as the Board may require in the notice of the Special Neighborhood Assessment. The funds collected pursuant to a Special Neighborhood Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption and levying of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered

surplus, and may, at the sole discretion of the Board be used for any other lawful purpose related to only that Neighborhood to be used for any other Neighborhood Expense. A Special Neighborhood Assessment may be levied for any lawful purpose and/or duty of the Association.

All Special Neighborhood Assessments shall be allocated and levied in the same manner as a Neighborhood Assessment. A Special Neighborhood Assessment shall be assessed against all Owners and their respective Lots and/or Building Sites based upon the Assessment Equivalents. Developer shall not be obligated to pay any Special Neighborhood Assessment while Developer retains Class B membership.

(f) **Reserve Accounts**. The Board may establish reserve accounts which the Board, in its sole and absolute discretion, determines are necessary and/or desirable. Any reserve account established by the Board shall be part of the Common Expense and included as part of the Annual Assessment for each Fiscal Year.

Section 6.8 **Determination of Allocation of Assessments.** The number of Lots and/or Building Sites used for the calculations of any Annual Assessment, Special Assessment, Neighborhood Assessment and/or Special Neighborhood Assessment shall be determined as of the ownership of record existing sixty (60) days prior to the commencement of each Fiscal Year of the Association, and once so determined shall be controlling and used for that entire Fiscal Year.

Section 6.9 **Commencement Dates; Initial Annual Assessments; Due Dates.** Annual Assessments on the Lots and/or Building Sites shall commence on the date this Declaration is recorded in the Public Records of the County. The Annual Assessments for the Lots and/or Building Sites in each Additional Property shall commence on the date the applicable Supplemental Declaration is recorded in the Public Records of the County. At the closing of the sale of each Lot and/or Building Site in the Property by Developer to the first purchaser from Developer, the purchaser shall pay to the Association the entire Annual Assessment for the Fiscal Year of the closing, prorated on a per diem basis from the date of closing through the end of that Fiscal Year. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association's Fiscal Year for which imposed; but the Board may elect in its sole discretion to collect Annual Assessments in semi-annual, monthly or quarterly installments. Annual Assessments which commence to accrue as to any Lot and/or Building Site other than on the first day of the Fiscal Year shall be prorated for the balance of that Fiscal Year.

Neighborhood Assessments on Lots and/or Building Sites within a Neighborhood shall commence on the date a Neighborhood Declaration is recorded in the Public Records of the County. At the closing of the sale of each Lot and/or Building Site in a Neighborhood by Developer to the first purchaser from Developer, the purchaser shall pay to the Association the entire Neighborhood Assessment for the Fiscal Year of the closing, prorated on a per diem basis from the date of closing through the end of that Fiscal year. Thereafter, Neighborhood Assessments shall be due, in advance, on or before the commencement of the Association's Fiscal Year for which imposed; but the Board may elect in its sole discretion to collect Neighborhood Assessments in semi-annual, monthly or quarterly installments. Neighborhood Assessments which commence to accrue as to any Lot and/or Building Site other than on the first day of the Fiscal Year shall be prorated for the balance of that Fiscal Year.

Section 6.10 **Certificate.** Upon request, the Association shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate shall be conclusive evidence of the payment to the Association of any Assessment therein stated to have been paid.

Section 6.11 **Subordination.** The lien for Assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage. However, such subordination shall apply only to the Assessments which have become due and payable prior to a sale, conveyance or transfer of a Lot and/or Building Site pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relive that Lot and/or Building Site from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Any Mortgagee or other acquirer who obtains title to a Lot and/or Building Site through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot and/or Building Site, or due from the former Owner thereof, which became due prior to the acquisition of title by said Mortgagee or other acquirer. Any Mortgagee or other acquirer who obtains title to a Lot and/or Building Site through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall be liable for any and all Assessments that come due while that Mortgagee or other acquirer holds title to that Lot and/or Building Site.

Section 6.12 **Funding by Developer.** Notwithstanding anything contained in this Declaration to the contrary, Developer shall not be obligated to pay any Annual Assessment, Neighborhood Assessment, Special Neighborhood Assessment and/or Special Assessment as to any Lot and/or Building Site owned by Developer during the period of time that Developer has Class B membership, but Developer must pay any operating expenses of the Association incurred that exceed the Assessments receivable from other Owners and other income of the Association (commonly referred to as "Deficit Funding the Association"), as more particularly described in this Section 6.12. While Developer has Class B membership, Developer may choose to pay the Common Expense actually incurred over and above the income derived from Initiation Assessments, Annual Assessments, Special Assessments, Neighborhood Assessments, Special Neighborhood Assessments and/or Individual Assessments due from the other Owners pursuant to this Declaration. For purposes of this subsidy arrangement, the Association's budget deficit is the difference between (i) the amount of Annual Assessments levied on Class "A" Member-owned Lots and/or Building Sites, plus any other anticipated income of the Association during that Fiscal Year (including, but not limited to, Special Assessments, Initiation Assessments, Neighborhood Assessments, Special Neighborhood Assessments and/or Individual Assessments), and (ii) the amount of the Common Expenses and the Association's anticipated expenditures during that Fiscal Year, excluding contributions to reserves and/or reserve accounts and also excluding Special Assessments arising as a result of any loss or liability. For purposes of this subsidy arrangement, Developer need not subsidize, contribute to and/or pay any reserves, replacement reserves, reserve accounts and/or capital expenditures. Developer, at its option and while Developer has Class B membership, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Annual Assessments, any Special Assessments, Neighborhood Assessments and any Special Neighborhood Assessments thereafter falling due for the Lots and/or Building Sites then owned by Developer, prorated as of the date of such written notice.

ARTICLE 7
UTILITY PROVISIONS

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

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

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

Section 7.4 **Utility Services**. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, telephone, telecommunications, internet and any other utility services for service to the portions of the Property owned by that Owner.

ARTICLE 8
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 8.1 **Common DRI and PUD**. Due to the integrated nature of the Property, no Owner, or any other Person or entity shall construct any Improvements upon and/or within the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of existing governmental approvals for the Property, as the same may be amended from time to time, without the prior written consent of the Developer.

Section 8.2 **Compliance with Laws**. All Owners and other occupants and users of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any Improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of Improvements located within the Property. However, the Association and Developer are not empowered, nor have been created, to act as entities which enforce or ensure compliance with the laws of the United States, State of Florida, the County or any other jurisdiction, or an entities that prevent tortious activites.

Section 8.3 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.4 **Reservation of Right to Release Restrictions**. If a building or other Improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any Person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and/or adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.5 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.6 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent Improvements erected upon a Lot or Building Site which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 8.6 to the contrary, neither the Developer nor the Association shall take any action which shall alter the Master Drainage System beyond maintenance in its original condition without the prior written approval of the District.

Section 8.7 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any Improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.8 **Additional Easements**. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, internet, or other electronic communications and/or data of any form, for propane or natural gas pipes, mains and related equipment, or for any Improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.8, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications and/or data of any type.

Section 8.9 **Rules and Regulations**. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use, appearance, condition and/or occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

ARTICLE 9
ARCHITECTURAL CONTROL

Section 9.1 **Architectural Review Board.** All portions of the Property, including all Lot and/or Building Sites, are subject to architectural review by the Association's Architectural Review Board (the "ARB").

Section 9.2 **Membership of ARB.** So long as Developer has Class B membership, Developer shall be entitled to appoint all members of the ARB, none of whom shall be required to be Members of the Association. When Developer's Class B membership terminates, the membership of the ARB shall be determined and selected by the Board, and all ARB members selected by the Board shall be Members of the Association. The ARB shall consist of no less than three (3) members, and may contain such additional number of members as may be determined from time to time by the Board. Decisions of the ARB shall be made by majority vote or action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB may be reimbursed by the Association for any out-of-pocket expenses incurred as a result of the performance of that member's service on the ARB, and such reimbursement shall be a Common Expense. Members of the ARB serve at

the pleasure of the Board and any member of the ARB may be removed by the Board at any time with or without cause. Notice of ARB meetings shall be pursuant to the Articles and/or Bylaws.

Section 9.3 **Prior Approval Requirement.** Absolutely no site work, construction, excavation, staking, landscaping, repair, replacement, modification, utility installation or extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, mailbox, lighting, decoration, equipment, or any other physical or structural Improvement in the Property, any Lot and/or any Building Site, nor any exterior alteration, modification, repair, replacement and/or addition to any portion of the Property, any Lot or any Building Site, shall be permitted, commenced, modified, erected, built, placed, planted and/or maintained until the ARB has received and approved in writing the Plans therefore. All construction, Improvements, alterations, modifications, repairs, replacements and/or additions shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. It shall also be the responsibility of each Owner at the time of construction, placement, building and/or permitting of any improvement, alteration, modification, repair, replacement and/or addition on that Owner's Lot and/or Building Site to comply with the approved construction plans for the Master Drainage System on file with the District, the applicable portions of the District Permit and all other District requirements. Until the Plans for any construction, Improvement, alteration, modification, repair, replacement and/or addition have been submitted to and approved by the ARB, the Owner shall not make application (directly or through any other agent, servant, contractor, subcontractor or family member) to any governmental agency for any building or other permit for the proposed construction, Improvement, alteration, modification, repair, replacement and/or addition. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Residential Dwelling Unit and/or Commercial Improvement as that Owner desires, provided that no such finishing or alteration increases the premium on any insurance policy obtained by the Association and/or that no such finishing or alteration is visible from the exterior of that Owner's Residential Dwelling Unit and/or Commercial Improvement.

Section 9.4 **Submissions.** Unless waived in advance by the ARB, all Plans shall be prepared by an architect or engineer employed by and at the expense of the submitting Owner. Two (2) complete sets of all Plans shall be submitted to the ARB.

Section 9.5 **Approval or Disapproval.** Except as otherwise expressly provided in the Governing Documents, all construction, Improvements, alterations, modifications, repairs, replacements and/or additions must conform to the Governing Documents, and no Plans shall be approved by the ARB if they are not in conformity with the Governing Documents. If for any reason, including purely aesthetic reasons, the ARB determines that any proposed construction, Improvement, alteration, modification, repair, replacement and/or addition is not consistent with the Governing Documents, Developer's development plan or the best interests of Palencia North, then such construction, Improvement, alteration, modification, repair, replacement and/or addition shall not be made. The ARB's approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants, terms, provisions and restrictions contained in the Governing Documents, but also by virtue of the dissatisfaction of the ARB with the location of the construction, Improvement, alteration, modification, repair, replacement and/or addition on the Lot and/or Building Site, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed

construction Improvement, alteration, modification, repair, replacement and/or addition, the materials to be used therein, the materials, design, size, height and/or location of vegetation and/or any landscaping on the Lot and/or Building Site, or because of the ARB's reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed construction, improvement, alteration, modification, repair, replacement and/or addition aesthetically displeasing or inharmonious with the Governing Documents, Developer's development plan, architectural scheme of the Property, architectural pattern of Property and/or the best interests of Property.

Submittals and resubmittals of Plans shall be approved or disapproved within forty-five (45) days after receipt by the ARB of all required Plans. The forty-five (45) day time period does not begin to run until the ARB has received all Plans and any other documents required by the ARB from the requesting Owner. The ARB approval or disapproval shall be in writing and shall be accompanied by one (1) copy of the Plans approved or disapproved. Failure of the ARB to respond in writing to any submission or re-submission of any Plans within the forty-five (45) day period shall automatically be deemed to be an approval of the Plans as submitted or resubmitted. Whenever the ARB disapproves any Plans, the ARB may, but is not obligated to, specify the reasons for that disapproval. Any approval by the ARB may be conditional in nature or may impose additional requirements to be met by the Owner. If the conditions or additional requirements are not met by an Owner, the ARB approval will automatically be withdrawn, considered null and void and that Owner must resubmit Plans and obtain prior approval from the ARB for any proposed construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition. The ARB may grant partial approval to any proposed construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition.

Any approval or disapproval given in writing by the ARB shall be final. An Owner cannot appeal any decision of the ARB to the Board. Each Owner, by accepting any interest in any portion of the Property, acknowledges, understands and agrees that determinations and/or decisions of the ARB are purely subjective, and opinions may vary as to the desirability and/or attractiveness of particular construction, Improvements, alterations, modifications, landscaping, repairs, replacements and/or additions.

Section 9.6 **Delegation of ARB Review.** The ARB may delegate the initial review and recommendation responsibilities described in Article 9 of this Declaration as to a particular Neighborhood to the Neighborhood Association or the Neighborhood Association's ARB, so long as the ARB has determined that such Neighborhood Association and/or Neighborhood Association's ARB has in force and effect review procedures and appropriate standards compatible with those of the ARB. Such delegation of initial review and recommendation responsibilities shall be made by resolution of the Board or the ARB, and may be revoked and jurisdiction reassumed by the ARB at any time by written notice to the applicable Neighborhood Association. If the ARB delegates the initial review and recommendation responsibilities described in Article 9 of this Declaration to a Neighborhood Association or a Neighborhood Association's ARB, an Owner shall submit the application, Plans and any other documents required and/or requested under Article 9 of this Declaration to the Neighborhood Association or the Neighborhood Association's ARB, as applicable, which shall make an initial review and submit its recommendation with that Owner's application to the ARB for a final review and decision, which shall be pursuant to Article 9 of this Declaration.

Section 9.7 **Commencement.** If any construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition that has been approved by the ARB does not commence within six (6) months from the date of the ARB approval, such approval shall automatically expire and it shall be necessary for the Owner to reapply for ARB approval before the construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition can begin. Any and all construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition must be completed in the time set forth in this Declaration.

Section 9.8 **Violations.** All work must be performed strictly in accordance with the approved Plans. If after Plans have been approved, the approved construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition is altered, erected, constructed, built, placed, installed, planted, modified and/or maintained upon the Lot and/or Building Site other than as approved by the ARB, then the construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition shall be deemed to have been undertaken without ARB approval. After two (2) years from completion of any construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition, it shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the Governing Documents unless a notice of such noncompliance has been issued by either the ARB or the Board, or legal and/or administrative proceedings shall have been instituted to enjoin the noncompliance and/or to enforce compliance with the Governing Documents.

Section 9.9 **Variances.** The ARB may grant variances from compliance with the architectural provisions of the Governing Documents, including but not limited to restrictions upon height, size or placement of structures, buildings, landscaping and/or Improvements, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require or permit. The granting of any variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular Lot and/or Building Site and the particular provision covered by the specific variance being granted, nor shall it affect the Owner's obligation to comply with all governmental requirements, including the District Permit and other requirements of the District. Such variances may only be granted when mitigating or unique circumstances exist on a particular Lot and/or Building Site, no variance shall be effective unless in writing, and no variance shall be deemed to preclude or estop the ARB from denying a variance in similar circumstances in the future.

Section 9.10 **Waiver of Liability.** None of Developer, the ARB, any Neighborhood ARB, a Neighborhood Association, the members of the Board or the Association, or any Director, officer, agent, servant, attorney or employee thereof, shall be liable to anyone submitting Plans for approval or to any Owner, or any Owner's family members, tenants, invitees, licensees, employees, visitors, contractors, subcontractors, occupants and/or guests by reason of and/or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, revised and/or approved in accordance with the requirements of the ARB, or for any structural and/or other defect in any work done according to such Plans. Approval of Plans, or any other approvals, variances or consents, are given solely to protect the values and aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation, guarantee or covenant that any action taken in reliance thereon complies with

applicable laws, codes, ordinances, rules or regulations, nor shall ARB approval be deemed approval of any Plan or design from the standpoint of safety or conformity with building, zoning or other codes. Every Owner who submits Plans for approval agrees, by submission of such Plans, and every family member, tenant, invitee, visitor, Person, contractor, subcontractor, employee, licensee, occupant and/or guest of any Owner agrees, by acquiring title thereto or an interest therein, or by entering the Property, that he, she or it will not bring any action, proceeding, claim and/or suit to recover any such damages and shall be deemed to have automatically, knowingly and voluntarily agreed to hold harmless and indemnify the Developer, the Association, the ARB, all Neighborhood Associations, all Neighborhood ARBs, the Board, and the Association's officers and Directors from and for any loss, claim, property damage, personal injury, death and/or any other damages connected with any aspects of the construction, Improvements, alterations, modifications, landscaping, repairs, replacements and/or additions to any Lot, Residential Dwelling Unit, Building Site and/or Commercial Improvement.

Section 9.11 **Enforcement.** Developer (while Class B membership exists) and/or the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction and/or any applicable administrative agency the decisions of the ARB. In addition to any other remedy to which Developer or the Association may be entitled, Developer and the Association shall also be entitled to recover their Enforcement Cost from the violating Owner. Should any Owner fail to comply with the requirements of Article 9 of this Declaration within thirty (30) days after receipt of written demand for compliance, Developer and the Association both shall have the right, but not the obligation, to enter upon that Owner's Lot and/or Building Site, make such corrections, repairs, replacements, alterations and/or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents, and charge the cost thereof to that Owner as an Individual Assessment. Neither the Developer, the Association, nor any of their respective Directors, officers, employees, servants, invitees, contractors, attorneys and/or agents, shall have any liability to the Owner or to any of that Owner's family members, tenants, invitees, contractors, subcontractors, employees, visitors, licensees, occupants and/or guests for any trespass, damages, injury to property or person(s) for any action taken hereunder unless caused by gross negligence or intentional wrongdoing. Any such entry upon that Owner's Lot and/or Building Site shall not be considered a trespass and any corrections, repairs, replacements, alterations, modifications and/or removals from that Lot and/or Building Site shall not be considered criminal activity of any kind, including, but not limited to, theft, criminal mischief, and burglary, and shall not be considered the basis of any civil claim, including, but not limited to, conversion and any tort claim.

Section 9.12 **Exemption.** Developer shall be exempt from the architectural control provisions of Article 9 of this Declaration as long as Class B membership exists. Developer shall be entitled to construct, build, erect, place and/or install any new Improvement, any landscaping and/or structure of any kind, and to change, modify, replace and/or add to any existing Improvement, building, landscaping and/or structure, without submitting Plans to and/or obtaining the approval of the ARB.

Section 9.13 **No Waiver of Future Approval Rights.** The approval of any Plans by the ARB or the approval of or consent to any other matter requiring the review, approval or consent of the ARB, shall not be deemed to constitute a waiver of the right to withhold approval and/or

consent as to any similar Plans or matters subsequently and/or additionally submitted to the ARB for its review, approval and/or consent.

Section 9.14 **ARB Rules.** The ARB may adopt reasonable rules of procedure and/or Design Guidelines for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to Plans approved by the ARB. Such rules and/or Design Guidelines shall be: (a) subject to the prior approval of the Board of Directors; (b) not inconsistent with the covenants and restrictions set forth in this Declaration; and (c) published or otherwise made available to the Owners. Compliance with the Design Guidelines does not guarantee any Plans of an Owner will be approved by the ARB. The Design Guidelines will be taken into account during the review of any Plans that are submitted to the ARB, but the ARB is not bound to approve any Plans that comply with the Design Guidelines. Each Owner by acceptance of a deed agrees, acknowledges and understands that any Plans may be rejected and/or disapproved by the ARB, even if those Plans are consistent with the Design Guidelines. Meetings of the ARB shall be held in accordance with the provisions of the Bylaws.

ARTICLE 10
NOTICE OF PERMIT REQUIREMENTS

Section 10.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199800 984 (IP-ME) ISSUED BY THE ARMY CORPS OF ENGINEERS AND PERMIT NUMBER 4-109-0216-ERP, ISSUED BY THE DISTRICT (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE CDD AND/OR THE ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE IT-1E OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO TILE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS 114 THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE MASTER DRAINAGE SYSTEM OR ANY

PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DISTRICT OR ARMY CORPS OF ENGINEERS, AS APPLICABLE.

ARTICLE 11
EXTERIOR MAINTENANCE

Section 11.1 **Owner's Responsibility.** Each Owner shall keep and maintain that Owner's Lot and/or Building Site and all buildings, structures, Residential Dwelling Units, Commercial Improvements, Improvements and landscaping located on that Owner's Lot and/or Building Site in good repair and in a neat and attractive condition at all times, unless such maintenance responsibility and/or obligation is otherwise assumed by or assigned to the Association, a Neighborhood Association and/or the CDD pursuant to any Supplemental Declaration, Neighborhood Declaration and/or any other restrictive covenants applicable to such portions of the Property. The minimum, but not exclusive, standard for maintenance of improvements shall be consistency with the approved Plans therefore and with the general appearance of the other occupied Improvements, Residential Dwelling Units or Commercial Improvements in the Property as a whole when initially constructed and improved. The maintenance obligation of each Owner as to buildings, structures, Residential Dwelling Units, Commercial Improvements and any other Improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, gutters, screens, windows and doors. Owners shall clean, repaint and/or restain, as appropriate, the exterior portions and/or surfaces of any building, structure, Residential Dwelling Unit, Commercial Improvement and Improvement (with the same colors as initially approved or with other colors that have first been submitted to and approved by the ARB), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and any other landscape material located on that Owner's Lot and/or Building Site in good repair and in a neat and attractive condition. The minimum, but not exclusive, standard for maintenance of landscaping shall be consistency with the approved Plans therefore and with the general appearance of the other Lots and/or Building Sites in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, edging, keeping the Lot and/or Building Site free of trash and debris of any type, spraying for insects and disease, and the periodic and timely replacement of any dead, damaged and/or diseased plantings and/or sod. To the extent not included in the areas required to be maintained by the Association pursuant to this Declaration, each Owner shall, at that Owner's expense, mow and keep free of trash and debris, on a routine basis, those portions of the Master Drainage System located on that Owner's Lot and/or Building Site (whether or not included in a platted drainage easement). When required, all major repairs to, and major maintenance and reconstruction of, all components of the Master Drainage System in the Property may be performed by the CDD, and if not by the CDD, then by the Association at Common Expense.

Each Owner's exterior maintenance responsibility as set forth in this Section 11.1 is mandatory and shall be complied with in its entirety even if an Owner does not reside on, use

and/or occupy that Owner's Lot and/or Building Site. An Owner may not waive or otherwise avoid this exterior maintenance responsibility by abandonment of that Owner's Lot and/or Building Site.

The Association shall have the right, but not the obligation to provide maintenance, repair, operation, cleaning and/or replacement on any Lot and/or Building Site, and any Improvement, structure, landscaping, Residential Dwelling Unit, Commercial Improvement and/or building located thereon. Any maintenance, repair, operation, cleaning, irrigation and/or replacement performed and/or assumed by the Association shall be a Common Expense and/or a Neighborhood Expense, as applicable.

Section 11.2 **Owner Fails to Meet Responsibilities.** The Association shall have the right, but not the obligation, to provide for the repair, replacement, cleaning and/or maintenance on any Lot and/or Building Site, and any Improvement, structure, Residential Dwelling Unit, Commercial Improvement, landscaping or building thereon, in the event of default by any Owner in the duties imposed by Section 11.1 of this Declaration. Prior to the Association performing repair, replacement, cleaning and/or maintenance on any Lot and/or Building Site that is the responsibility of the Owner, the Board shall determine that repair, replacement, cleaning and/or maintenance is needed, that such repair, replacement, cleaning and/or maintenance is the responsibility of the Owner, and that the failure of the Owner to perform such repair, replacement, cleaning and/or maintenance, in the sole opinion of the Board, detracts from the overall appearance or quality of the Property. Except in emergency situations, prior to commencement by the Association of any repair, replacement, cleaning and/or maintenance on any Lot and/or Building Site that is the responsibility of the Owner, the Board must furnish written notice to the Owner to the effect that, unless specified repairs, replacement, cleaning and/or maintenance are commenced within ten (10) days from the date of the notice, and thereafter diligently pursued to completion, the Association may perform, or have performed, said repairs, replacement, cleaning and/or maintenance. Upon the Owner's failure and/or refusal to properly and timely commence and pursue diligently the required repairs, replacement, cleaning and/or maintenance, the Association and its agents, employees, servants and/or contractors shall have the right to enter in and/or upon the Lot and/or Building Site to perform the repairs, replacement, cleaning and/or maintenance specified in the notice to that Owner. For example and not as a limitation, the Association shall have the right to clean, remove debris, remove trash, paint, resurface, repair, replace and provide maintenance to any and all exterior surfaces, roofs, chimneys, gutters, downspouts, pools, pool enclosures, fences, walls, driveways, walks, sidewalks, parking areas, landscaping (including but not limited to mowing, edging, trimming, watering, fertilizing and caring for trees, shrubs, grass, repairing sprinkler systems and providing shoreline maintenance), swales, berms and other drainage improvements. Neither the Developer, the CDD, any Neighborhood Association nor the Association, nor any of their respective Directors, officers, employees, contractors, servants, invitees, attorneys and/or agents, shall have any liability to the Owner or to any family member, tenant, occupant, invitee, employee, visitor, licensee, occupant, agent and/or guest of that Owner for any trespass, damages and/or injury to property or person(s) for any action taken hereunder unless caused by gross negligence or intentional wrongdoing. Any such entry upon that Owner's Lot and/or Building Site shall not be considered a trespass and any corrections, repairs, replacements, cleaning, alterations, modifications and/or removals from that Lot and/or Building Site shall not be considered criminal activity of any kind, including, but not limited to, theft, criminal mischief,

and burglary, and shall not be considered the basis for any civil action, including, but not limited to, conversion and any tort claim.

Section 11.3 **Assessment of Cost.** The cost of any work performed by or at the request of the Association pursuant to Section 11.2 of this Declaration shall be assessed as an Individual Assessment against the Owner of the Lot and/or Building Site upon which such work is done, if the Owner has defaulted in regard to responsibility and/or obligation for that work. This Individual Assessment shall be assessed against the Owner even if the Owner is not then occupying, using and/or residing upon that Lot and/or Building Site. The Owner of the Lot and/or Building Site upon which such work is done pursuant to Section 11.2 of this Declaration knowingly and voluntarily agrees to indemnify and hold the Association, its Directors, officers, shareholders, Members, employees and agents harmless for any claim, suit, damages, and/or action of any kind for personal injury, property damage, and/or death that occurs to the Association's contractors, employees, attorneys, vendors and/or servants while performing such work on that Owner's Lot and/or Building Site.

Section 11.4 **Access.** In order to perform the repairs, replacement, cleaning and/or maintenance authorized by Sections 11.1 and/or 11.2 of this Declaration, the Association and/or the Association's agents, employees, vendors, servants and/or contractors may enter upon any Lot and/or Building Site during reasonable hours on any day except Sundays and legal holidays on which financial institutions are closed, except that in an emergency situation, as determined by the Board in its sole and absolute discretion, entry may be made at any time. An Owner of the Lot and/or Building Site may grant permission for entry on any day, including Sundays and legal holidays on which financial institutions are closed.

ARTICLE 12
USE RESTRICTIONS

Section 12.1 **General Use and Design Restrictions**. All Lots and/or Building Sites within the Property shall be subject to the following general use and design restrictions:

(a) **Land Use and Development Approvals**. All Lots and/or Building Sites shall be used only for such purposes as are permitted by applicable governmental approvals, subject to such further restrictions as may be set forth in this Declaration. Each Owner shall fully comply with the governmental approvals which pertain to such Owner's Lot and/or Building Site. No land use designation shall be changed without the consent of Developer so long as Developer owns any portion of the Property.

(b) **Nuisances**. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the Property to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon, nor shall any use or practice be allowed upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise, vibration, fumes, dust, smoke or pollution outside the Lot and/or Building Site, or unreasonable risk of fire or explosion, or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Property. No noxious or offensive activity shall be carried on or conducted upon any portion of the Property.

Any activity which violates local, state or federal laws, ordinances, rules or regulations is strictly prohibited on and/or within the Property; however, the Board shall have no obligation to take enforcement action in the event of any such violation. The Association, the Board and Developer are not empowered, nor have they been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, the County or any other jurisdiction. The Association, the Board and Developer are not empowered, nor have they been created, to act as an entity to prevent tortious activities.

(c) **Adult Entertainment**. The following uses and/or businesses are strictly prohibited on any Lot, Building Site and/or any portion of the Property: Adult businesses of any type, including but not limited to, adult newsstands, adult magazine stands, adult novelty stores, strip clubs, escort services, adult websites, adult internet services, adult video stores and any business that sells, carries, stores, transports, transmits and/or distributes pornographic material of any type and/or form.

(d) **Temporary Structures**. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots and/or Building Sites within the Property at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Building or on or about any ancillary building. The foregoing restrictions on gas tanks, gas containers and gas cylinders, shall not apply to medical gases safely used within buildings according to applicable laws, codes and regulations, service stations or similar facilities or any other lawful commercial uses, however, any such uses shall be subject to prior written approval of Developer and the Association. Further, this paragraph shall not apply to temporary construction or marketing trailers maintained on a Lot and/or Building Site during construction of a building so long as such trailers satisfy all applicable governmental laws, codes, ordinances, and regulations.

(e) **Signs**. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Parcel without the prior written approval of the ARB. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed in the interior of any Improvement so that it is visible from the exterior of that Improvement (as an illustration, but not a limitation, placing a sign in the window of the Improvement so that it is visible from the sidewalks, streets or adjacent Parcels within the Property). Developer and/or the Association may enter upon any Lot and/or Building Site and remove and destroy any object which violates this Section 12.1(d). This Section 12.1(d) shall not apply to Developer.

(f) **Exterior Antennas**. No unscreened exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot, Building Site, Residential Dwelling Unit, Commercial Improvement and/or any Improvement thereon.

(g) **Irrigation**. Irrigation from lakes and other water bodies within the Property or by wells shall not be permitted. No irrigation device shall be visible above or from the surface of the applicable water body. Any Person using irrigation shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality,

water level or vegetation control caused by such irrigation use, and for repair or replacement of any discolored surfaces with which water comes into contact. If required by the Association or the ARB, the applicable irrigation equipment shall contain iron or other filtration devices or components. All irrigation shall comply with any irrigation plan for the Property or any appropriate portion thereof and all requirements of the District.

(h) **Utility Connections**. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, electricity, telephone, cable television, satellite television, internet and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the applicable utility authority.

(i) **Garbage Collection, Storage and Meter Areas**. All garbage collection and storage areas of any kind upon any Lot and/or Building Site, and all meters and similar areas located upon any Lot and/or Building Site, shall be completely screened from view from the exterior of the Lot and/or Building Site.

(j) **Hazardous Materials**. No Owner shall use, generate, store, or dispose of hazardous materials on the Property or discharge or release any hazardous material on, above, or under the Property except in compliance with any program which may be developed by the Developer or the Association for identification, storage and disposal of hazardous materials (the "Hazardous Materials Management Plan"), and all applicable laws, regulations, ordinances and permits. "Hazardous Materials" means materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state or local laws, regulations or ordinances.

Each Owner shall:

- disclose to the Board of Directors or its designee all Hazardous Materials proposed to be stored, used or generated upon or within a Lot and/or Building Site (other than janitorial supplies and similar domestic use Hazardous Materials used in the ordinary course of maintenance of Improvements);

- permit inspection by the Board of Directors or its designee of those portions of a Lot and/or Building Site where Hazardous Materials are stored, used or generated;

- provide all equipment and facilities in the Lot and/or Building Site necessary to participate in any mandatory point of origin collection service for Hazardous Materials;

- comply with all applicable laws and regulations, and rules adopted by the Board of Directors regarding maintenance, operation and monitoring of the Hazardous Materials Management Plan, including procedures followed in case of accidental spills; and

- guarantee financial responsibility for spill cleanup. In connection with such financial responsibility, each Owner hereby agrees to hold the Developer, the Association, its officers, directors, agents, attorneys and employees harmless from any financial responsibility, costs, or expenses related to, arising from and/or connected with any spill or spill

cleanup of Hazardous Materials which occurs on the Owner's Lot and/or Building Site or elsewhere within the Property or the Common Areas through the acts or omissions of the Owner, its employees, contractors, subcontractors, visitors, guests, licensees, invitees and/or agents.

(k) **Completion of Work**. Upon commencement of any construction, Improvements, repairs, replacements, modifications, structures, buildings, landscaping, alterations and/or additions on any Lot and/or Building Site (collectively for purposes of this Section 12.1(k), the "work"), the Owner of that Lot and/or Building Site shall diligently prosecute the work to the end so that all work shall be completed as expeditiously as is reasonable, but in no event shall last longer than twelve (12) consecutive months. If an unforeseen event occurs that would prevent such work from being completed in that twelve (12) month time period, the Owner of that Parcel shall apply to the ARB for an extension of time to complete the work. The Owner of that Parcel shall provide the ARB a good faith estimate of the time required to complete the work, but the length of any extension shall be in the sole discretion of the ARB. There shall be no more than two (2) extensions for each approved work project. If the work remains incomplete after the second extension, the Association shall have all available rights and remedies under Florida law or the Governing Documents. The Owner of the Lot and/or Building Site on which Improvements, repairs, replacements, modifications, structures, buildings, landscaping, alterations and/or additions are being made shall keep the streets, sidewalks, drainage structures and all areas adjacent to that Lot and/or Building Site free from damage, dirt, mud, garbage, trash, refuse, building materials and/or other debris occasioned by construction.

(l) **Excavation**. No clearing and/or excavation shall be made except incident to construction, maintenance and/or repair of any Improvement, structure, building, replacement, modification, alteration and/or addition; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with mature sod in accordance with the approved landscape plan. Notwithstanding the foregoing, no Lot and/or Building Site shall be increased in size by filling in any drainage areas or other portions of the Master Drainage System. No Owner shall fill, dike, rip-rap, block, divert, and/or change the established drainage area and/or the Master Drainage System that have been or may be created by easement without the prior written consent of the Association, the County and the District, its successors and assigns.

No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon and/or in the Property, nor shall oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon and/or in the Property. The operations and activities of Developer in developing the Property and of the Association in operating, maintaining, managing, repairing and replacing the Master Drainage System in accordance with the District Permit and District requirements are exempt from the provisions of this Section 12.1(l).

(m) **Sidewalk Sales and Outdoor Storage**. Any displays, signs, merchandise, sale and/or business to be located and/or placed on any part of the Common Areas, including but not limited to sidewalks, must first be approved in writing by the Association.

There shall be no exterior storage, placement, installation and/or retention of materials, tools, supplies, inventory, equipment and/or substances of any kind, unless the written approval of the ARB is first obtained.

(n) **Holiday Displays**. Owners shall be permitted to display religious and/or holiday signs, symbols and decorations on their respective Lots and/or Building Sites of the kinds normally displayed inside or outside. However, the Association may adopt reasonable time, place and manner restrictions, including but not limited to, design criteria and length of time the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other Owners, tenants, visitors and/or occupants.

(o) **Use of the Phrase "Palencia North."** No person or entity may use the phrase "**Palencia North**" or any derivative in any printed or promotional material without Developer's prior written consent, as long as Developer has Class B membership in the Association. However, Owners may use the words "**Palencia North**" in printed or promotional matter where such terms are used solely to specify that particular property which is located within "**Palencia North**" and the Association will be entitled to use the words "**Palencia North**" in its name.

Section 12.2 **Developer Reservation**. Because of its size and dependence upon market conditions, the development of the Property may extend for several years. Incident to the development process, the quiet enjoyment of the Property by the Owners, their tenants, occupants, employees, invitees, licensees, contractors, subcontractors, visitors and guests may be interfered with by construction and/or sales operations. Each Owner expressly consents to such construction and sales operation and acknowledges, covenants and agrees that Developer and the Association will have no liability for any disturbance to quiet enjoyment by any Owner, occupant, tenant, visitor, employee, invitee, licensee, contractor, subcontractor and/or guest of the Property due to construction and/or sales activities.

Any provision of this Declaration to the contrary notwithstanding, until Developer has completed all of the contemplated Improvements and closed the sales of all of the Lots and/or Building Sites, neither the Owners nor the Association shall interfere with the completion of Developer's planned Improvements and/or the sale of the Lots and/or Building Sites. Developer may make such lawful use of the unsold Lots and/or Building Sites and of the Common Areas, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and/or Building Sites and the display of signs and the use of Lots and/or Building Sites for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Developer from taking a particular action, nothing in this Declaration shall be understood and/or construed to prevent or prohibit Developer from any of the following:

(a) Doing on any property owned by Developer whatever Developer determines to be necessary and/or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Developer deems advisable in the course of development (all models, plans or

sketches showing plans for future development of the Property, as same may be expanded, may be modified by Developer at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining on any property owned or controlled by Developer such structures as may be reasonably necessary for the conduct of its business of completing development of the Property and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any property owned or controlled by Developer, its business of developing, subdividing, grading and constructing Improvements in the Property and of disposing of Lots and/or Building Sites therein by sale, lease or otherwise; or

(d) Determining in Developer's sole discretion the nature of any type of Improvements to be initially constructed as part of the Property; or

(e) Maintaining such sign or signs on any property owned or controlled by Developer as may be necessary or desired in connection with the operation of any Lots and/or Building Sites owned by Developer and/or the sale, lease, marketing and/or operation of Lots and/or Building Sites; or

(f) Filing Supplemental Declarations which add Additional Property and/or withdraw portions of the Property as provided in this Declaration; or

(g) Filing amendments to this Declaration which create Service Areas and/or filing Service Area Supplemental Declarations which create Service Areas.

(h) Taking any action which may be required of Developer by the County or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(i) Developer modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Area or utilizing any Lots, Building Sites or the Common Area for construction access or staging (provided that same does not impair existing access or utility services to any Lots and/or Building Sites);

(j) Developer causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections; and

(k) Developer holding, hosting, advertising, permitting and/or allowing festivals and/or special events of any kind on any portion of the Common Areas.

Section 12.3 **Condominium**. No form of condominium or cooperative may be established, created and/or declared on any Lot and/or Building Site and/or any portion of a Lot and/or Building Site without the express written consent of the Developer, which consent is in Developer's sole and absolute discretion. A condition of the formation and establishment of a condominium or cooperative shall be that the proposed declaration of condominium or enabling document of the cooperative shall provide that the owners and/or members of a proposed

condominium or cooperative shall be individually liable for their respective share of the Assessments and fees which may be imposed upon a Lot and/or Building Site by the Association pursuant to this Declaration.

Section 12.4 **Additional Restrictions**. All Lots and/or Building Sites shall also be subject to such further restrictions as Developer may impose under and by virtue of deeds to Owners. Restrictions identified in any such deed as being enforceable by the Association shall be enforceable by the Association, acting through the Board of Directors, in the same manner as if such restrictions were set forth in this Declaration.

No Owner may impose any additional covenants, conditions and/or restrictions on any part of the Property without the prior written approval of Developer, for so long as Developer has Class B membership, and thereafter without the prior written approval of the Board. This Section 12.4 shall not prevent any of the Governing Documents from being properly amended pursuant to the provisions of this Declaration when the proposed amendment(s) would impose additional covenants, conditions and/or restrictions on the Property.

Section 12.5 **Waiver and Variances**. No delay in enforcing any of the terms, conditions, restrictions and provisions of this Declaration or any of the Governing Documents as to any breach and/or violation thereof shall impair, damage or waive the right of Developer and/or the Association to enforce this Declaration and/or any of the Governing Documents. No delay will impair, damage or waive the right of Developer and/or the Association to obtain relief against or recovery for continuation and/or repetition of any such breach and/or violation or of any similar breach and/or violation of this Declaration and/or any of the Governing Documents at a later time or times.

The Board shall have the right and power to grant variances from the provisions of Article 12 of this Declaration and from the Association's Rules and Regulations that have been adopted for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 12 in any instance in which such variance is not granted.

Section 12.6 **Restrictions on Lots and Residential Dwelling Units**. All Lots and Residential Dwelling Units within the Property shall be subject to the following use and design restrictions:

(a) **Residential Use**. No Lot or Residential Dwelling Unit shall be used except for single family, residential purposes. No business, commercial, industrial, trade, professional or any other non-residential activity or use of any nature or kind shall be conducted on any Lot or in any Residential Dwelling Unit. However, an Owner, tenant or occupant may conduct business activities within a Residential Dwelling Unit so long as: (1) the existence and/or operation of the business activity is not apparent or detectably by sight, sound or smell from outside the Residential Dwelling Unit; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity conforms to the applicable governmental approvals; (4) the business activity does not involve Persons coming onto the Property who do not reside within the Property; (5) the business activity does not involve door-to-door solicitation of other Owners, tenants and/or occupants of the Property; and (6) the business activity is

consistent with the residential character of the Lots and does not constitute a nuisance, or a hazardous or offensive use, and/or threaten the security or safety of other Owners, tenants and/or occupants of the property. No Lot and/or Residential Dwelling Unit may be used in any way which does not conform to St. Johns County, Florida zoning ordinances. Notwithstanding anything to the contrary in this Declaration, Developer or its successors or assigns shall be permitted to use any portion of the Property, including any Lot and/or Residential Dwelling Unit owned by Developer or its successors or assigns, for model homes, sales displays, parking lots, sales offices, construction offices, any other type of office, or any combination of such uses.

The terms "business" and "trade", as used in this Section 12.6(a), shall be construed to have their ordinary, generally accepted meanings, and shall include without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods and/or services to Persons other than the provider's family and for which the provider may receive a fee, compensation and/or other form of consideration, regardless of whether: such activity is engaged in full or part time; such activity is intended to or does generate a profit; or a license is required for the activity.

(b) **Lot Coverage and Living Area**. The maximum ground area to be occupied by Residential Dwelling Units and/or Improvements to be constructed upon the Lots and the minimum square footage of heated and air conditioned space within single family residences to be constructed thereon shall be as stated in the Design Guidelines which may be adopted by the ARB or the Association, as applicable.

(c) **Setbacks**. The building setbacks applicable to the Lots and the method of measurement thereof shall be as stated in the Design Guidelines adopted by the ARB or the Association, as applicable.

(d) **Landscaping**. Landscaping shall be installed on each Lot as stated hereafter:

(i) A detailed landscaping plan for each Lot must be submitted to and approved by the ARB at the time of initial construction of a residence on such Lot, pursuant to Article 9 of this Declaration. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine, Bermuda or Paspalum grass varieties only will be required on all Lots. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or body of water.

(ii) A minimum of fifty percent (50%) of all shrub material used in landscaping each Lot shall be drought resistant. Preservation of existing, native plants shall be encouraged.

(e) **Lakes**. Only the Developer, the Association and the CDD shall have the right to pump or otherwise remove any water from any lake, pond or other body of water

adjacent to, within or near the Property for the purpose of irrigation or other use, or to place any refuse in such lake, pond or other body of water. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lakes, ponds and/or other bodies of water to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lakes, ponds and/or other bodies of water. No gas or diesel driven boat shall be permitted to be operated on any lake, pond or other body of water. All Lots which now or may hereafter be adjacent to or include a portion of a lake, pond or other body of water (the "water parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake, pond or other body of water and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association.. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any water parcel. If the Owner of a water parcel fails to maintain the embankment or shoreline vegetation as part of that Owner's landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation; to enter upon any such water parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such water parcel pursuant to the provisions of this Declaration. Title to any water parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads, Improvements and/or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable Rules and Regulations from time to time in connection with use of the surface waters of any lake, pond and/or other body of water within the Property. The Association shall have the right to deny such use to any Person who in the sole and absolute opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake, pond and/or other body of water. The use of the surface waters of any such lake, pond and/or other body of water shall be subject to rights granted to other Persons pursuant to the Rules and Regulations of the Association.

(f) **Obnoxious or Offensive Activity.** No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment and/or discomfort to the Owners or their family members, tenants, occupants, visitors, invitees and/or guests, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive and/or unlawful use be made of any Lot, Residential Dwelling Unit, CDD property and/or the Common Area, and all laws, ordinances, codes, rules and regulations of all applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residential Dwelling Unit: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes, chemicals and/or gases; obnoxious odors; trash; debris; construction materials; dust, dirt or fly ash; fire or explosive hazards; vibration; or interference with normal television, radio, telephone and/or other telecommunication reception by other Owners.

(g) **Animals and Pets.** No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot and/or Residential Dwelling Unit or brought onto the Property by any Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents, and/or employees other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets (collectively "pets").

These pets may only be kept, maintained and/or allowed to reside in and/or on a Lot and/or Residential Dwelling Unit provided that such pets are: (a) in full compliance with the applicable law, ordinances and the Governing Documents; (b) under the control of the applicable Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents or employees at all times when the pet is on any Common Area and/or the pet is outside of that Owner's Residential Dwelling Unit; (c) not left unattended on any balconies, terraces, lanais, garages and/or covered patios; (d) quiet, inoffensive and generally not a nuisance and/or safety concern to any other Owners, tenants and/or occupants of another Lot; (e) not kept or raised for commercial purposes; and (f) not being boarded in exchange for compensation of any type. The Lot Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents and/or employees shall promptly pick up all solid waste material from their pet and dispose of that solid waste material appropriately. No solid waste material from any pet shall remain on any Common Area or any portion of the Property. Solid waste material from pets shall not be placed in trash containers maintained by the Association. Each Lot Owner and/or any family members, tenants, guests, occupants, invitees, agents and/or employees agree to fully pay for, and/or reimburse the Association for, all extermination costs necessitated by any pet. The Developer, the Association, the Board and the Association's property management company (if any) shall not be liable for any personal injury, death and/or property damage resulting from a violation of the restrictions on pets and animals. Any Owner, and/or that Owner's family member, tenant, guest, occupant, invitee, agent and/or employee committing any violation of the restrictions on pets and animals shall fully indemnify and hold harmless the Developer, the Association, the Board, each other Lot Owner and the Association's property management company in such regard. A violation of any rule or restriction on pets and animals shall entitle the Association to all of the Association's rights and remedies, including, but not limited to, the right to fine the applicable Owner and/or to require any pet or animal to be permanently removed from the Property. No Owner, and/or that Owner's family members, tenants, guests, occupants, invitees, agents and/or employees may keep more than three (3) of the permitted pets in and/or on any Lot. No reptiles, insects, livestock, poultry, swine or wildlife of any type shall be kept anywhere in and/or on the Property, including any Lot, Residential Dwelling Unit and any garage.

No pet shall be permitted to remain on the Property if that pet disturbs the tranquility of the Property, other Owners, tenants or occupants of any Lot, if a pet is unlawful, dangerous, aggressive, annoying, and/or a nuisance to or destructive of wildlife, or if that pet has been specifically excluded from the Property by the Board after notice. The Board may, in its sole discretion, have any pet removed and/or banned from the Property.

The Association may, from time to time, publish and impose additional reasonable rules and regulations regarding pets on the Property.

(h) **Garbage and Trash.** No trash, debris, lumber, metals, bulk materials, garbage or other waste material or refuse shall be kept, placed, stored and/or allowed to accumulate on any part of the Property, except building materials during the course of construction of any approved Residential Dwelling Unit. If trash, debris, waste, garbage and/or any other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, it may be placed by Owners in covered or sealed containers approved by the ARB. All such containers may be placed in the open the Owner not earlier than the evening

preceding pick-up at the end of a driveway on that Owner's Lot to be accessible to persons making such pick-up. All Owners shall remove the containers from sight no later than the evening of the pick-up. At all other times, all such containers must be stored within each dwelling or concealed by means of a wall, fence, landscape, hedges or other enclosure previously approved by the ARB, so that the containers cannot be seen from the sidewalks, streets and surrounding Lots. The Board or the ARB may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and/or type of containers permitted and/or the manner of storage of those containers.

(i) **Exterior Equipment.** All exterior air conditioning equipment, water treatment systems, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other mechanical fixtures and equipment, all wood piles, and all exterior fuel tanks and other storage receptacles, shall be installed only within approved accessory buildings and/or screened areas so as not to be visible from any street and surrounding Lots, and they shall also comply with any additional standards established from time to time by the ARB and applicable law. Window air conditioning units are strictly prohibited. No wall-mounted air conditioning equipment will be permitted unless first approved by the ARB. All Plans for any exterior equipment, fixtures, pumps, tanks and/or storage of any type shall first be submitted to and approved by the ARB.

(j) **Burial of Pipe and Tanks.** No water pipe, gas pipe, sewer pipe, drainage pipe and/or storage tank shall be installed or maintained on the Property above the surface of the ground, except removable hoses and moveable pipes used on a temporary basis for irrigation purposes.

(k) **Weeds and Underbrush.** No weeds, trash, refuse, garbage, debris, underbrush and/or other unsightly growths shall be permitted to grow and/or remain upon any portion of the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on the Property. If any Owner fails and/or refuses to keep his or her Lot free of weeds, trash, refuse, garbage, debris, underbrush, sight obstruction, refuse piles and/or any other unsightly growths or objects, the Association may enter upon that Lot and remove the same at the expense of that Owner, pursuant to the provisions of Article 11 of this Declaration.

(l) **Vehicles and Parking.** The Board may, from time to time, promulgate Rules and Regulations, in addition to the provisions contained in this Declaration, relating to parking anywhere in and/or on the Property, including rules which restrict, limit and/or prohibit the use of any driveway, parking area or streets which may be in front of, adjacent to or part of any Lot as a parking place for any and all vehicles, including, but not limited to, personal passenger vehicles, trucks, commercial vehicles, trailers, recreational vehicles, sports utility vehicles, self-propelled motor homes, motorcycles, vans, buses, scooters, mini-motos, mopeds and/or boats (collectively "vehicles"). Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration.

(i) General Parking Requirements:

1. No vehicles may be parked on any street within Palencia North and/or the Property. The intent of the Association is to restrict on-street parking for a more

aesthetic streetscape and safer vehicle access. Notwithstanding the above, the following exceptions shall exist: (a) Guests and visitors shall be permitted to park on the streets for no longer than six (6) continuous hours in any one day and then must park in the same fashion as is required for Owners, tenants and occupants. While parking within the Property, guests and visitors shall follow all parking rules and regulations; and (b) the Board may grant temporary exceptions when it deems appropriate (for example, but not limited to, large parties, holidays, parade of homes, special events at a dwelling, and special events at a Unit).

2. No vehicle shall ever be parked on any lawn, landscaped portion of any Lot, landscaped portion of the Common Area, CDD property and/or any other portion of the Property which is not specifically designed and intended for the parking of vehicles. No other parking pad or driveway may be built, installed, constructed, poured and/or created on any Lot without the prior written approval of the ARB.

3. Any signs, flags and/or banners that are prohibited under this Declaration or any rule adopted by the Board shall likewise be prohibited on vehicles parked anywhere on or traveling anywhere through the Property.

(ii) Permitted and Prohibited Vehicles/Exceptions:

1. Vehicles, no matter their size or length, with a camper top, bed enclosure, tool box, work racks and/or any other appendages attached to it, must be parked or stored so that they will not be visible from any street and not visible from any other Unit within the Property.

2. Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia) must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property. Even a vehicle used for normal personal/family transportation shall be considered a commercial vehicle for purposes of this provision and must be parked or stored completely out of sight if it has any lettering, graphics, contact information, logos, advertising and/or any other commercial insignia. Such lettering, graphics, contact information, logos, advertising and/or any other commercial insignia may also be completely covered with a magnetic or other type of covering of the same color of the vehicle, so that no portion of the lettering, graphics, contact information, logos, advertising and/or other commercial insignia is visible from the street and/or visible from any other Lot within the Property. Notwithstanding anything to the contrary contained in this Declaration, law enforcement vehicles (police, sheriff's office, highway patrol) shall not be deemed and/or considered to be commercial vehicles.

3. Unregistered, derelict and/or inoperable vehicles or trailers of any kind must be parked or stored so that they will not be visible from any street and not be visible from any other Lot within the Property. For purposes of this provision, derelict or inoperable vehicles, include but are not limited to, vehicles with no current license plate, vehicles with no current registration, and a vehicle incapable of self-propulsion.

4. Recreational vehicles (RV's), including a camper, mobile home, and motor home, no matter their size, all-terrain vehicles (ATV's or ATC's), dune buggies, scooters, go-carts, mini-motorcycles, boats and trailers of all types, must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property.

5. Delivery vans, service vans and buses, no matter their size, must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property.

6. Motorized scooters, dune buggies, mini-motorcycles, mopeds, motorized skateboards, go-carts and all-terrain vehicles shall not be operated and/or used on any sidewalk, street, landscaped portions of the Common Area.

7. Notwithstanding the restrictions contained in this Section 12.6(l)(ii), all commercial and public service vehicles (including construction vehicles and vehicles owned by construction workers) present on and/or within the Property while performing work and/or services for or on behalf of Owners will be permitted on a temporary basis during the period of time that the work is being actually performed. However, this does not permit any overnight parking of any of these vehicles.

(iii) In addition to all other enforcement tools available to the Association, in accordance with Section 715.07 of the Florida Statutes, the Association and Developer shall have the right to tow violating vehicles at the owner's expense.

(m) **Visibility of Intersections.** No obstruction to visibility at street intersections shall be permitted; provided that the Association shall not be liable in any manner to any Person or entity, including but not limited to any Owner, family member, tenant, occupant, servant, employee, agent, contractor, subcontractor, licensee, visitor invitee and/or guest, for any loss or damage to property or personal injury arising from any violation of this section.

(n) **Flagpoles and Antennas.** Without the prior written approval of the ARB, no unscreened exterior radio, television, dish antenna, satellite television receiver, citizens band (CB) or amateur (ham) radio antenna, pole, mast, tower or any other antenna or device for sending or receiving electromagnetic or telecommunication signals may be built, placed, installed, located, erected, constructed and/or maintained on any Lot and/or Residential Dwelling Unit. Notwithstanding the foregoing, Developer and the Association shall be permitted to construct and/or maintain a master antenna system or systems within the Property without first receiving approval in writing by the ARB.

Without the prior written approval of the ARB, no flagpole will be permitted on any Lot and/or Residential Dwelling Unit; provided, however, an Owner may display on any given day only one (1) portable, removable United States flag or one (1) portable, removable official flag of the State of Florida in a respectful manner on that Owner's Lot. An Owner may also display on that Owner's Lot portable, removable official flags, no larger than four and one-half feet (4 1/2') by six feet (6'), which represent the United States Army, Navy, Air Force, Marine Corps,

or Coast Guard in a respectful manner on only the following days: Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day.

(o) **Clothes Drying Area.** No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless that area is fully screened from view by fencing and/or landscaping. No drying or hanging area for laundry shall be permitted to be visible from the streets or from any other Lot within the Property.

(p) **Temporary Structures.** No tents, trailers, vans, shacks, sheds, storage sheds, storage crates, portable storage devices, tanks, buildings, improvements, and/or structures of a temporary and/or portable character shall be permitted in and/or on the Property. This prohibition is subject to the qualification that Developer and any residential builder or development contractor authorized by Developer may erect and maintain temporary structures, staging and storage areas, trailers and mobile vehicles in the Property for the purpose of facilitating development, construction and sale of the Property, Lots and Residential Dwelling Units.

(q) **Underground Wires.** No lines and/or wires for communication and/or the transmission of electrical current and/or electromagnetic pulses shall be constructed, placed, run, laid and/or permitted to be placed on any Lot unless they are underground, or unless specifically approved and permitted in advance by the ARB.

(r) **Signs.** No signs, flags (other than those in Section 12.6(n) of this Declaration), banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Lot and/or Residential Dwelling Unit. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Residential Dwelling Unit for sale or lease shall be permitted to be displayed on that Lot, but only after Developer is no longer selling any Lot and/or Residential Dwelling Unit within the Property in the ordinary course of business and such sign has first been approved by the ARB. The ARB shall have the authority to adopt Rules and Regulations regarding the appearance, size, display and any other details regarding for sale signs and/or for rent signs. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed on any vehicle on a Lot, other than those permitted under other sections of this Declaration. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind (other than the one (1) sign used in connection with the marketing of the Lot for sale or lease after Developer is no longer selling any Unit within the Property in the ordinary course of business as described in this Section 12.6(r)) shall be displayed and/or placed in the interior of any Residential Dwelling Unit so that it is visible from the exterior of that Residential Dwelling Unit (as an illustration, but not a limitation, placing a sign in the window of the Residential Dwelling Unit so that it is visible from the sidewalks, streets or adjacent Lots within the Property). Developer and/or the Association may enter upon any Unit and remove and destroy any object which violates this Section 12.6(r). This Section 12.6(r) shall not apply to Developer or to any residential builder doing business in the Property provided that any such builder first obtains Developer's written approval of any such structures and/or materials prior to installing any structures and/or materials, such approval to be granted or denied by Developer in Developer's sole discretion.

(s) **Drainage.** Unless first approved by the ARB, the CDD and the District in writing, no Owner other than the Developer (and then only to the extent first approved by the District in writing) may obstruct, alter, change, redirect or in any way modify the method and/or structures of drainage utilized and/or installed by Developer, the CDD and/or the Association from, on or across any Lot, Common Area, CDD property and/or easement area; nor shall any structure or material be erected, placed and/or maintained which shall in any way obstruct such drainage devices or facilities, including buffer areas or swales, or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to any neighboring Lot, portion of the Property and/or portion of the Common Area.

An Owner of a Lot within which any easement for drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the drainage and retention system plan required and approved by the applicable governmental agencies. If any Owner fails and/or refuses to comply with any part or all of the restrictions contained in this Section 12.6(s), the Association shall notify that Owner in writing, have the right to correct such failure and/or refusal, assess and collect the costs thereof as an Individual Assessment and the Association shall have a lien upon the Lot upon which the work was performed.

(t) **Cable Television.** Developer, its successors or assigns, and the Association shall have the right, but not the obligation, to install, or enter into contracts for the installation of, a cable television and/or satellite television system to provide cable and/or satellite television service(s) to the Lots. In connection with the installation, maintenance and/or operation of such systems, Developer and the Association reserve access, installation and service easements over, across, on, through and/or under the Property necessary to provide such cable and/or satellite television service(s) to the Lot. Such easements shall be reasonably located, if possible, by Developer and/or the Association so as to not unreasonably impair the value of use of any Lot.

(u) **Hedges, Walls and Fences.** There shall be no hedge, shrubbery, fence or wall constructed, built, placed, planted, erected and/or installed on any Lot or other portion of the Property unless the height, location, design, color and component materials are first submitted to and approved in writing by the ARB in accordance with Article 9 of this Declaration. Incidental to the approval of any hedge, fence or wall, the ARB may impose conditions and/or requirements applicable to such hedge, fence or wall, such as but not limited to a requirement for a landscape buffer on the exterior side of such hedge, fence or wall. Notwithstanding anything herein to the contrary, so long as any builders or contractors designated by Developer maintain any staging, storage and/or parking areas within the Property, they shall be entitled to hedge, fence or wall off any such area for only the term of such use, provided that Developer's written approval of each such hedge, fence or wall is obtained prior to construction, planting, placing and/or installation of the hedge, fence or wall. Hedges, fences and walls constructed, planted, placed and/or installed by Developer are exempt from compliance with this Section 12.6(u). Notwithstanding anything to the contrary contained herein, construction of any fence or wall, whether by the Developer or otherwise, which obstructs the surface water flow in swales shall be strictly prohibited.

(v) **Yard Accessories and Play Structures.** No temporary or permanent basketball hoop or backboard, skateboard or bicycle ramp, swing set, jungle gym, and/or other game or play structure of any type may be placed, built, located, constructed, erected and/or installed on any Lot without the prior written approval of the ARB. All such equipment must be not be placed, built, located, constructed, erected and/or installed on the front yard of any Lot, and all such equipment shall be completely screened from view so as not to be visible from any street or from any other Lot within the Property.

(w) **Leasing.** No Residential Dwelling Unit and/or Lot may be leased and/or rented for a term shorter than twelve (12) consecutive months. Any lease and/or rental agreement shall specifically provide that the lessee, tenant and all occupants of the leased Residential Dwelling Unit and/or Lot shall be bound by the terms of the Governing Documents.

(x) **Pools and Spas.** Swimming pools and/or spas may not be located in the front or side yard of any Lot, nor nearer than the Residential Dwelling Unit to any side street lot line. Location of any swimming pool and/or spa on any Lot must be first be submitted to and approved by the ARB. No above-ground swimming pools are permitted within the Property. Any above-ground spa and/or hot tub must first be submitted to and approved by the ARB. All materials, design and construction of swimming pools and/or spas shall meet standards generally accepted by the industry and shall comply with all applicable governmental regulations.

(y) **Tree Removal and Landscaping.** Except by Developer, existing trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut and/or removed without the prior written consent of the ARB. More restrictive arbor ordinances and/or environmental laws shall control in the event of any conflict with this Declaration. There shall be no removal of trees or clearing, other than clearing of underbrush, until the ARB has approved in writing a landscape plan that designates those existing trees to be retained and preserved on the Lot.

(z) **Solar Heating Equipment.** Solar heating equipment of any type may not be installed, placed, built, constructed and/or mounted without the prior written consent of the ARB. In addition, no solar heating equipment will be permitted on the ground, and no solar heating equipment will be permitted on any roof areas that constitute part of the front elevation of a Lot and/or a side elevation of a Lot that is readily visible from any adjacent street or any other Lot.

(aa) **Oil, Gas and Minerals.** No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon or in the Property. The operations and activities of Developer in developing the Property and of the Association and the CDD in operating, maintaining, repairing and replacing the Master Drainage System and/or any portion of the Property are exempt from the provisions of this Section 12.6(aa).

(bb) **Compliance with Laws.** Any activity which violates local, state or federal laws, ordinances, rules or regulations is prohibited on and/or in the Property; however, the Board shall have no obligation to take enforcement action in the event of any violation. The

Association, the Board and Developer are not empowered, nor have they been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, the County or any other jurisdiction, or to prevent tortious activities.

(cc) **Mailboxes.** Before occupying a Lot in the Property, the Owner thereof shall install or have installed a mailbox of such type, design and decoration, and in such location on the Lot, as shall hereafter be designated by Developer and/or approved by the ARB. No other mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines and/or similar material(s) shall be placed, located, constructed and/or installed on any Lot. No mailbox may be altered, changed, modified, repaired and/or replaced without the prior written approval of the ARB.

(dd) **Security Bars and Hurricane Shutters.** No security bar system may be installed on the interior and/or exterior of any window or door of any dwelling in the Property, unless first approved in writing by the ARB. No hurricane shutters or any similar protective covering for the windows of a dwelling may be installed unless first approved in writing by the ARB. All hurricane shutters or similar protective window coverings shall be aesthetically pleasing or harmonious with the Governing Documents, Developer's development plan, the architectural pattern of the Property and/or the architectural scheme of the Property.

Severe storm weather has occurred in St. Johns County, Florida, and the following shall apply to temporary measures that may be taken by any Owner: Storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type may be applied, installed and/or placed no sooner than three (3) days before the arrival of a named storm based on the projected arrival time of that named storm by the National Weather Service and/or the National Hurricane Center. All storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type must be removed, taken down and/or taken off no later than five (5) days after the specific named storm and/or threat of that named storm has passed the Palencia North area.

(ee) **Window Treatments.** Any window treatments of any kind that are visible from the exterior of a Residential Dwelling Unit shall be compatible with the exterior design and color of that Residential Dwelling Unit. The following shall not be used as window treatments and/or window coverings: sheets, towels, flags, aluminum foil and/or any material not specifically designed to be a window treatment, which shall be determined by the ARB in its sole and absolute discretion.

(ff) **Irrigation of Lots.** All Owners shall install and/or have installed an underground, fully automatic irrigation system, unless local governmental agencies and/or the Association preclude or waive in writing such installation. Any irrigation system and applicable Plans must first be submitted to and approved by the ARB. The Plans relating to any irrigation system shall, at a minimum, indicate the location, type and size of water meter, backflow prevention device, automatic and manual valves, valve boxes, spray heads, rotor heads, mainline piping, lateral zone piping with sizes indicated, time clock, automatic rain sensor/shut-off device, sleeves and wiring for irrigation distribution lines.

(gg) **Lighting.** No exterior lighting fixtures of any kind shall be installed on any Lot and/or Residential Dwelling Unit without adequate and proper shielding of those fixtures. No lighting fixture shall be installed that may be and/or may become an annoyance and/or a nuisance to the Owners and/or occupants of adjacent Lots. All exterior lighting, excluding that which may be installed initially by Developer, must first be submitted to and approved by the ARB. No colored light source of any kind shall be permitted within the Property, except for holiday lighting which must comply with any rules, regulations and/or Design Guidelines regarding such lighting that may be adopted by the Association and/or the ARB, including but not limited to, length of time to be displayed on any Lot and/or Residential Dwelling Unit.

(hh) **Firearms.** Discharge of firearms of any type is prohibited on and/or in the Property; provided, Developer, the Association, the Board, the Association's Directors, officers, employees and agents shall not have any duty to become physically involved to stop any such discharge. For purposes of this Section 12.6(hh), "Firearms" shall include, but are not limited to the following: handguns, rifles, shotguns, BB guns, crossbow, paintball guns and any other type of weapon that expels a projectile of any type.

(ii) **Wildlife.** There shall be no capturing, trapping, and/or killing of any wildlife within the Property (other than by or on behalf of the Association or Developer, or by a representative or designee of a governmental agency), except in circumstances posing an imminent threat to the safety of any person or entity within the Property.

Any activities by any Person or entity other than Developer or its designees which materially disturb and/or destroy the vegetation, wildlife and/or air quality within the Property shall be prohibited within the Property (except as approved pursuant to this Declaration). Any activity which uses excessive amounts of water and/or which results in unreasonable levels of sound or light pollution is prohibited within the Property.

(jj) **Timeshares.** No Lot and/or Residential Dwelling Unit shall be owned and/or used in multiple or timeshare ownership requiring registration pursuant to the provisions of Florida law.

(kk) **Holiday Displays.** Owners shall be permitted to display religious and/or holiday signs, symbols and decorations on their respective Lots and/or Residential Dwelling Units of the kinds normally displayed inside or outside of dwellings located in a residential community. However, the Association may adopt reasonable time, place and manner restrictions, including but not limited to design criteria and length of time the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other Owners, tenants and/or occupants.

(ll) **Ornamentation and Statuaries.** Ornaments, statuaries and lawn decorations of any size or type, including but not limited to bird feeders, statues, fountains, gazing balls, gnomes, planters and signs may not be installed without first obtaining the approval of the ARB. Because ornaments, statuaries and/or lawn decorations become an integral part of the overall landscape aesthetics of the Property, no such items may be installed, placed, planted and/or located on a Lot without first obtaining the approval of the ARB. To implement this

requirement, the ARB may adopt and amend, from time to time, standards for such ornaments, statuary, and/or lawn decorations.

(mm) **Natural Gas Service**. Each Residential Dwelling Unit shall be plumbed with natural gas connections suitable for connection with the central natural gas distribution system and lines that are located or to be located within the Property, so as to permit natural gas heating systems and appliances to be installed within each Residential Dwelling Unit. Further, each Residential Dwelling Unit shall be initially constructed with an energy efficient natural gas home heating system, an energy efficient natural gas water heater, and the necessary piping, equipment and facilities to permit the installation of an energy efficient, pilotless, natural gas range and natural gas dryer. The appliances in this Section 12.6(mm) shall be deemed to be "energy efficient" if such appliances qualify for payment of allowances by Peoples Gas System (a division of Tampa Electric Company) pursuant to its energy conservation plan on file with and approved by the Florida Public Service Commission at the time of installation. The Association shall have the right in the case of reasonable hardship, in its sole and absolute discretion, to waive the requirements and provisions of this Section 12.6(mm).

(nn) **Waiver.** No delay in enforcing any of the terms, conditions, restrictions and provisions of this Declaration or any of the Governing Documents as to any breach and/or violation thereof shall impair, damage or waive the right of Developer and/or the Association to enforce this Declaration and/or any of the Governing Documents. No delay will impair, damage or waive the right of Developer, the CDD and/or the Association to obtain relief against or recovery for continuation and/or repetition of any such breach and/or violation or of any similar breach and/or violation of this Declaration and/or any of the Governing Documents at a later time or times.

(oo) **Variances.** The Board shall have the right and power to grant variances from the provisions of Section 12.6 of this Declaration and from the Association's Rules and Regulations that have been adopted for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Section 12.6 in any instance in which such variance is not granted.

ARTICLE 13
AMENDMENT

Section 13.1 **By Developer.** Until termination of the Class B membership, Developer specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, and/or cancel any part of all of this Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. No approval or joinder in any such alteration, modification, change, revocation, rescission, amendment and/or cancellation from either the Association or any Owner will be required. No modification, change, alteration, revision, and/or amendment required by any governmental agency will be deemed to materially or adversely affect Owners or any other interested party.

Section 13.2 **By Members.** This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Members Eligible To Vote representing at least two-thirds (2/3) of the total votes in the Association (without regard to class). A vote on any proposed amendment(s) may occur at any duly called and noticed meeting of the Association's membership at which a quorum is present, and the Members Eligible To Vote may vote either in person or by proxy. If any proposed amendment to this Declaration is approved by the Members Eligible To Vote, the President and Secretary of the Board shall execute a Certificate of Amendment which shall set forth the text of the amendment, the effective date of the amendment, the date of the meeting of the Association's membership at which such amendment was adopted, the date that notice of the meeting was given, the total number of Members Eligible To Vote of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment and the total number of votes cast against the amendment. The Association must record this Certificate of Amendment in the Public Records of St. Johns County, Florida. The Certificate of Amendment shall be conclusive as to all parties, and all parties of any nature whatsoever shall have the full right to rely upon that Certificate of Amendment.

Notwithstanding anything in this Section 13.2 to the contrary, no amendment may remove, revoke and/or modify any right and/or privilege of Developer (while Developer has Class B membership) without the written consent of Developer or the successor in interest or assignee of such right and/or privilege. No amendment may impair the validity and/or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Any amendment to this Declaration which alters any provision relating to any portion of the Master Drainage System (including environmental conservation areas of the Common Area and the water management portions of the Common Area), beyond maintenance in its original condition, must first be submitted to and approved by the CDD (if the CDD is responsible for the operation and maintenance of the Master Drainage System) and the District, and if written consent from the CDD and the District is not obtained, any such amendment will not be implemented.

Section 13.3 **Proposal of Amendments.** A proposed amendment may be initiated and/or proposed by Developer, the Board, or a petition signed by forty percent (40%) of the Owners. If a proposed amendment is to be adopted by Members pursuant to Section 13.2 of this Declaration, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting where the vote on that proposed amendment will take place.

Section 13.4 **Effective Date.** If a different effective date is not specified, any amendment to this Declaration shall be effective upon the recording of the amendment (if by Developer) or the Certificate of Amendment (if by Members) in the Public Records of St. Johns County, Florida. Any procedural challenge to an amendment must be made within three (3) 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.

ARTICLE 14
THIRD PARTY APPROVAL RIGHTS

Section 14.1 **HUD, FHA or VA.** Notwithstanding anything in this Declaration to the contrary, as long as Class B membership exists, if any one or more of HUD, FHA or VA requires approval and/or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any Mortgage lien on the Common Area, dedication to the public of any Common Area, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Lots, Residential Dwelling Units, Commercial Improvements and/or Building Sites within the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

Section 14.2 **District.** Any amendment to this Declaration which alters any provisions relating to any portion of the Master Drainage System, including but not limited to, those contained in the District Permit, beyond maintenance in their respective original conditions, including the water management portions of the Common Area, must have the prior written approval of the District.

ARTICLE 15
ENFORCEMENT

Section 15.1 **Compliance by Owners.** Every Owner and all family members, tenants, guests, agents, contractors, subcontractors, servants, employees, visitors, licensees and invitees of each Owner shall comply with the Governing Documents.

Section 15.2 **Enforcement.** If any Owner, or any family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor, visitor and/or guest of an Owner violates, fails to comply with and/or refuses to comply with any of the restrictions, terms, conditions, covenants, rules, regulations, and/or any provisions contained in any of the Governing Documents, as they may be amended from time to time, the Association shall be entitled to:

(a) Take any action or remedy at law;

(b) Take any action or remedy to recover damages;

(c) Take any action or remedy in equity;

(d) Seek injunctive relief;

(e) Seek or take any declaratory action;

(f) Seek arbitration;

(g) Seek mediation;

(h) Take any administrative action or remedy (including, but not limited to mediation and arbitration through the applicable agency of the State of Florida);

(i) Levy a fine pursuant to Section 15.5 of this Declaration;

(j) Impose a suspension of Common Area use rights pursuant to Section 15.5 of this Declaration;

(k) Utilize self-help, where permitted by the Governing Documents, including but not limited to towing vehicles, entering upon any Lot and/or Building Site to perform maintenance, repair, replacement and/or cleaning and entering upon any Lot and/or Building Site to remove any construction, Improvement, modification, alteration, repair, replacement and/or addition that was not approved by the ARB; or

(l) Do any combination of Section 15.2(a) through and including Section 15.2(k).

The remedies recited in this Section 15.2 shall be cumulative of all other legal, administrative and equitable remedies now or hereafter provided by Florida law or the Governing Documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of Developer, the Association, the CDD or any Owner to enforce any covenant, condition, term, provision, restriction, obligation, rule, regulation, right, power, privilege and/or reservation contained in any of the Governing Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 15.3 **Entitlement to Attorneys' Fees.** The prevailing party in any action at law, action for damages, action in equity, action for injunctive relief, administrative action, declaratory action, or any combination thereof, for any violation of any of the conditions, covenants, terms, rules, regulations and/or provisions of any of the Governing Documents shall be entitled to recover all of its Enforcement Cost, reasonable attorneys' fees, paralegal fees, legal assistant fees, costs, expenses, appellate attorneys' fees, appellate costs, and appellate expenses.

Section 15.4 **Enforcement by District.** The District and the CDD shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Master Drainage System.

Section 15.5 **Fines and Suspensions.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure and/or refusal of an Owner and/or that Owner's tenants, occupants, licensees, invitees, employees, contractors, subcontractors, visitors and/or guests to comply with any covenant, condition, term, provision, restriction, rule or regulation contained in any of the Governing Documents. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a suspension of the ability to use Common Area (and any facilities that may be located on the Common Area) may be imposed upon an Owner and/or any tenant, agent, guest, employee, contractor, subcontractor, visitor or invitee of that Owner for the failure and/or refusal of an Owner and/or that Owner's tenants, guests, employees, agents, contractors, subcontractors, visitors and/or invitees to comply with any covenant, condition,

term, provision, restriction, rule or regulation contained in any of the Governing Documents. Fine(s) and/or suspension(s) may be imposed provided the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Owner of the alleged violation(s) and the proposed fine(s) and/or the proposed suspension(s). Included in the notice shall be the date and time of a meeting of the Association's Covenant Enforcement Committee ("CEC") at which time the Owner may present reasons why the proposed fine(s) and/or suspension(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given to the Owner. Notice will be deemed to have been given when it is either personally delivered or deposited in the United States Mail, postage prepaid, and sent to the address of that Owner on file in the official records of the Association. The Association may provide a single notice and opportunity for a hearing to an Owner for any alleged violation(s) of a continuing nature.

(b) **Covenants Enforcement Committee.** All hearings regarding the proposed fine(s) and/or suspension(s) shall be conducted by the Covenants Enforcement Committee ("CEC"). The CEC shall consist of at least three (3) members who are appointed by the Board. The members of the CEC serve at the pleasure of the Board and may be removed at any time with or without cause. Members of the CEC cannot neither be officers, Directors or employees of the Association, nor the spouse, parent, child, brother or sister of any officer, Director or employee of the Association.

(c) **Hearing.** The alleged violation(s) shall be presented to the CEC by the Board and/or an agent designated by the Board after which the CEC shall hear reasons why the proposed fine(s) and/or suspension(s) should not be imposed. A written decision of the CEC shall be submitted to the Owner no later than thirty (30) days after the date of the CEC meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. Failure by an Owner to contest and/or object to any proposed fine(s) and/or suspension(s) in accordance with these procedures shall constitute a waiver of that Owner's rights to further contest the proposed fine(s) and/or suspension(s). The CEC, by majority vote, must approve any proposed fine(s) and/or suspension(s) in order for the fine(s) and/or suspension(s) to be imposed.

(d) **Amounts of Fine(s).** The Board may recommend, and the CEC impose, fine(s) in the following amounts:

(i) One Hundred Dollars and no cents ($100.00) for each violation. A fine or fines may be levied on the basis of each day of a continuing violation.

(ii) No fine or fines for a continuing violation shall exceed Five Thousand Dollars and no cents ($5,000.00) in the aggregate.

(e) **Payment and Collection of Fines.** A fine or fines that are imposed on an Owner by the CEC shall be paid to the Association within thirty (30) days of the date of the written decision of the CEC. In any action to recover a fine or fines, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs.

(f) **Application of Proceeds.** All monies received from a fine or fines shall be allocated and/or used as determined by the Board.

(g) **Non-exclusive Remedy.** Any fine or fines imposed shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled to under Florida law or the Governing Documents; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) **Length of Suspension.** The Board may recommend, and the CEC impose a suspension or suspension(s) for a period of time which is the longer of sixty (60) days or during the term of a continuing violation. Any suspension or suspensions imposed shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled to under Florida law or the Governing Documents.

(i) **Exceptions.** This Section 15.5 shall not apply to any suspension of voting rights of a Member imposed by the Board when that Member fails to pay Assessments when they are due. This Section 15.5 shall also not apply to any to any fine or fines imposed by the Board when an Owner fails to pay Assessments or any other charges when they are due.

Section 15.6 **Agreement to Encourage Resolution of Disputes Without Litigation.**

(a) The Developer, the Association (and its officers, Directors and committee members), each Neighborhood Association (and their respective officers, directors and committee members), all Owners, all Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Section 15.6 (collectively, the "Bound Parites"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to not file a claim and/or lawsuit of any type in any court with respect to a Claim (as that term is defined in Section 15.6(b) of this Declaration), unless and until that Bound Party has first submitted that Claim to the alternative dispute resolution procedures set forth in Section 15.7 of this Declaration in a good faith effort to resolve such Claim.

(b) As used in Sections 15.6 and 15.7 of this Declaration, the term "Claim" shall mean and refer to any claim, grievance and/or dispute arising out of or relating to:

(i) the interpretation, application and/or enforcement of the Governing Documents;

(ii) the rights, obligations, responsibilities and/or duties of any Bound Party under the Governing Documents; and/or

(iii) the design and/or construction of any improvements, building, structures, landscaping, facilities, and/or amenities within the Property, other than matters of aesthetic judgment as set forth in Article 9 of this Declaration, which shall not be subject to review and shall not be subject of Sections 15.6 and 15.7 of this Declaration.

(c) The following shall not be considered "Claims" unless all Bound Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 15.7 of this Declaration:

(i) any suit, action, lawsuit, litigation, and/or any enforcement proceeding to collect Assessments and/or other amounts due from any Owner;

(ii) any suit, action, lawsuit and/or any enforcement proceeding to obtain a temporary restraining order, emergency equitable relief and/or such ancillary relief as a court may deem necessary in order to maintain the status quo and/or preserve the Association's ability to enforce the terms, provisions, covenants, conditions and/or restrictions of this Declaration, including but not limited to, Rules and Regulations regarding maintenance of the Property and/or community standards;

(iii) any suit, action, lawsuit and/or enforcement proceeding that does not include the Developer and/or the Association as a party, if such suit, action, lawsuit and/or enforcement proceeding asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights and/or obligations of a Person who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 15.7 of this Declaration; and

(v) any suit, action, lawsuit, claim and/or enforcement proceeding as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 15.7 of this Declaration unless the Person or Persons against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with Sections 15.6 and 15.7 of this Declaration.

Section 15.7 **Dispute Resolution Procedures**.

(a) The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board of Directors, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (as an example, but not as a limitation, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution and/or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested

in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date the Notice was mailed or personally delivered to the applicable Respondent (or within such other agreed upon period of time), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the St. Johns County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and/or participate in good faith in the mediation when that mediation is scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not to third parties, if any) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit and/or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including but not limited to, attorneys' fees, and each Bound Party shall pay an equal share of the mediator's fees.

Notwithstanding anything contained in this Section 15.7(c), in any dispute as to which the Association is a party, the parties may waive mediation by mutual agreement and proceed to file suit and/or initiate other proceedings.

(d) Any settlement of the Claim through negotiation and/or mediation shall be documented in writing and signed by the parties. If any Bound Party thereafter fails to abide by the terms of such an agreement, then any other party may file suit and/or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in Section 15.7 of this Declaration. In such an event, the party taking action to enforce the agreement and/or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one (1) non-complying party, from all such non-complying parties in equal proportions) all costs incurred in enforcing such agreement and/or award, including but not limited to, attorneys' fees, court costs and expenses.

(e) Any dispute between an Owner and the Developer, including Claims which remain after conclusion of the dispute resolution procedures described in Section 15.7 of this Declaration, shall be resolved by final and binding arbitration in accordance with this Section 15.7(e). Such disputes shall not be submitted as a lawsuit and/or any other proceeding in any state court of Florida and/or any federal court. Notwithstanding the foregoing, disputes affecting the material rights and/or obligations of a third party who is not a party to or bound by such arbitration shall not be subject to this Section 15.7(e). This Section 15.7(e) is an agreement to arbitrate and is specifically enforceable under Florida law. Judgment may be entered upon the

arbitration award in any court of competent jurisdiction to the fullest extent permitted under Florida law.

The Owner and/or Developer, as applicable, shall have until expiration of the applicable statute of limitations under Florida law (as would apply to the same claim being brought in a Florida and/or federal court) to submit the dispute to the American Arbitration Association for arbitration in St. Johns County, Florida. The American Arbitration Association shall appoint one (1) neutral arbitrator to conduct the arbitration in accordance with its rules, unless all of the parties to such dispute agree to a greater number of arbitrators. The arbitrator(s) shall render a written judgment accompanied by findings of fact and conclusions of law.

If not timely submitted to arbitration and/or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to the Claimant arising out of the dispute. The parties shall share equally the costs of conducting the arbitration until a prevailing party is determined; provided, the prevailing party shall be entitled to recover all of its costs incurred in the action, including but not limited to, reasonable attorneys' fees, costs and expenses.

(f) Any dispute between the Association and the Developer, including Claims which remain after conclusion of the dispute resolution procedures described in Section 15.7 of this Declaration, shall be resolved by final and binding arbitration in accordance with this Section 15.7(f). Such disputes shall not be submitted as a lawsuit and/or any other proceeding in any state court of Florida and/or any federal court. Notwithstanding the foregoing, disputes affecting the material rights and/or obligations of a third party who is not a party to or bound by such arbitration shall not be subject to this Section 15.7(f). This Section 15.7(f) is an agreement to arbitrate and is specifically enforceable under Florida law. Judgment may be entered upon the arbitration award in any court of competent jurisdiction to the fullest extent permitted under Florida law.

The Association and/or Developer, as applicable, shall have until expiration of the applicable statute of limitations under Florida law (as would apply to the same claim being brought in a Florida and/or federal court) to submit the dispute to the American Arbitration Association for arbitration in St. Johns County, Florida. The American Arbitration Association shall appoint one (1) neutral arbitrator to conduct the arbitration in accordance with its rules, unless all of the parties to such dispute agree to a greater number of arbitrators. The arbitrator(s) shall render a written judgment accompanied by findings of fact and conclusions of law.

If not timely submitted to arbitration and/or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to the Claimant arising out of the dispute. The parties shall share equally the costs of conducting the arbitration until a prevailing party is determined; provided, the prevailing party shall be entitled to recover all of its costs incurred in the action, including but not limited to, reasonable attorneys' fees, costs and expenses.

(g) Any dispute between any Neighborhood Association and the Developer, including Claims which remain after conclusion of the dispute resolution procedures described in Section 15.7 of this Declaration, shall be resolved by final and binding arbitration in accordance with this

Section 15.7(g). Such disputes shall not be submitted as a lawsuit and/or any other proceeding in any state court of Florida and/or any federal court. Notwithstanding the foregoing, disputes affecting the material rights and/or obligations of a third party who is not a party to or bound by such arbitration shall not be subject to this Section 15.7(g). This Section 15.7(g) is an agreement to arbitrate and is specifically enforceable under Florida law. Judgment may be entered upon the arbitration award in any court of competent jurisdiction to the fullest extent permitted under Florida law.

The Neighborhood Association and/or Developer, as applicable, shall have until expiration of the applicable statute of limitations under Florida law (as would apply to the same claim being brought in a Florida and/or federal court) to submit the dispute to the American Arbitration Association for arbitration in St. Johns County, Florida. The American Arbitration Association shall appoint one (1) neutral arbitrator to conduct the arbitration in accordance with its rules, unless all of the parties to such dispute agree to a greater number of arbitrators. The arbitrator(s) shall render a written judgment accompanied by findings of fact and conclusions of law.

If not timely submitted to arbitration and/or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to the Claimant arising out of the dispute. The parties shall share equally the costs of conducting the arbitration until a prevailing party is determined; provided, the prevailing party shall be entitled to recover all of its costs incurred in the action, including but not limited to, reasonable attorneys' fees, costs and expenses.

Section 15.8 **Initiation of Litigation by Association.** In addition to compliance with the alternative dispute resolution procedures as set forth in Sections 15.6 and 15.7 of this Declaration, if applicable, the Association shall not initiate any judicial and/or administrative proceeding unless first approved by at least seventy-five percent (75%) of all Members Eligible to Vote, and such vote is held at a duly called meeting of the Association's Members at which a quorum has been attained. Notwithstanding the foregoing approval requirement, no such approval shall be required for actions and/or proceedings:

(a) initiated while Developer has Class B membership;

(b) initiated to enforce the terms, provisions, covenants, conditions and/or restrictions of this Declaration, including but not limited to, collection of Assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation and/or condemnation proceedings;

(d) initiated against any contractor, vendor and/or supplier of goods and/or services arising out of, related to and/or connected with a contract for services, supplies and/or goods; and/or

(e) to defend claims filed against the Association and/or to assert counterclaims in proceedings instituted against the Association.

This Section 15.8 shall not be amended unless such amendment is first approved by the same percentage of votes necessary to institute any judicial and/or administrative proceedings (seventy-five percent (75%) of all Members Eligible to Vote).

ARTICLE 16
MORTGAGEE PROTECTION

Section 16.1 **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage on a Lot and/or Building Site who provides a written request to the Association (such request must state the name and address of such holder, insurer or guarantor and the Lot and/or Building Site number, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot and/or Building Site on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of Assessments and/or charges owed by an Owner of a Lot and/or Building Site subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon written request, is entitled to written notice from the Association of any default in the performance of an Owner of a Lot and/or Building Site of any obligation under the Governing Documents which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specific percentage of Eligible Holders.

(e) The Association's failure to provide the written notice to an Eligible Holder pursuant to this Section 16.1 shall not subject the Association to damages and/or otherwise diminish the Association's rights under this Declaration.

Section 16.2 **Taxes and Other Charges.** After forty-five (45) days' written notice to the Association, any holder, insurer or guarantor of a first Mortgage on a Lot and/or Building Site shall have the right to pay, singly or jointly, taxes and/or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Area, and to receive prompt reimbursement from the Association.

Section 16.3 **Insurance Premiums.** After forty-five (45) days' written notice to the Association, any holder, insurer or guarantor of a first Mortgage on a Lot and/or Building Site shall have the right to pay, singly or jointly, any overdue premiums on any casualty insurance policy covering the Common Area and/or obtain, singly or jointly, new casualty insurance coverage on the Common Area upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

Section 16.4 **Voting Rights of Mortgagee.** For purposes of this Section 16.4, an Eligible Holder of a first Mortgage shall be entitled to one (1) vote for each first Mortgage held, insured or guaranteed.

(a) Unless at least two-thirds (2/3) of the first Mortgagees or Members Eligible To Vote representing at least two-thirds (2/3) of the total votes of the Association (other than Developer) approve, the Association shall not:

(i) By act or omission abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly. The granting of easements for public utilities and/or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this Section 16.4(a)(i);

(ii) Change the method of determining the obligations, Assessments, dues and/or other charges which may be levied against an Owner. A decision by the Board, including but not limited to contracts, shall not be subject to this provision where such decision is otherwise authorized by this Declaration;

(iii) By act or omission change, waive, abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots, Building Sites, Residential Dwelling Units, Commercial Improvements and the Common Area. The issuance and amendment of architectural standards, procedures, rules and regulations, and/or use restrictions shall not constitute a change, waiver, and/or abandonment within the meaning of this provision;

(iv) Fail to maintain any insurance required by this Declaration

(v) Use casualty insurance proceeds for any Common Area losses for any purpose other than the repair, replacement and/or reconstruction of such Common Area. However, any surplus or net funds remaining following the repair, replacement and/or reconstruction of such Common Area may be allocated and/or used for any purpose as determined by the Board.

(b) Any election to terminate the Association shall require: the approval of at least fifty-one percent (51%) of the Eligible Holders if the election to terminate the Association is the result of substantial destruction or a substantial taking in condemnation or eminent domain of the Property; or the approval of at least seventy-five percent (75%) of the Members Eligible To Vote representing the total votes of the Association and two-thirds (2/3) of the Eligible Holders.

(c) If a portion of the Property is either condemned, destroyed or damaged by a hazard that is insured against, restoration, replacement and/or repair shall be performed substantially in accordance with the provisions of this Declaration and the original plans and specifications for the Property unless fifty-one percent (51%) of the Eligible Holders approve the taking of some other action by the Association.

Section 16.5 **No Priority.** No provision of this Declaration or any of the Governing Documents gives and/or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of a Lot and/or Building Site in the case of distribution to such Owner of insurance proceeds or condemnation payments or awards for losses to and/or a taking of the Common Area.

Section 16.6 **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer, or guarantor of any Mortgage encumbering such Owner's Lot(s) and/or Building Site(s).

Section 16.7 **Applicability of this Article 16.** Nothing contained in this Article 16 shall be construed and/or interpreted to reduce the percentage vote that must be obtained under this Declaration, the Articles, the Bylaws or Florida law for any of the acts set out in this Article 16.

Section 16.8 **Failure of Mortgagee to Respond.** Any Mortgagee who receives a written request from the Association to respond to and/or consent to any action shall be deemed to have automatically approved such action if the Association does not receive a written response from that Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE 17
DURATION AND TERMINATION

This Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Developer, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of the County. Upon the expiration of the initial twenty-five (25) year period, this Declaration and each Supplemental Declaration shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. However, there shall be no renewal or extension of this Declaration if during the last year of any ten (10) year renewal period, Members Eligible To Vote representing at least eighty percent (80%) of the total votes of the Association vote in favor of termination this Declaration at the end of its then-current term, and both the City and the St. Johns River Water Management District approve such termination in writing.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of that meeting. If the required number of Members Eligible To Vote approve the termination of this Declaration, the President and Secretary of the Board shall execute a Certificate which sets forth the resolution of termination adopted by the Association, the date of the meeting of the Association's Members at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members Eligible To Vote, the total number of votes required to constitute a quorum at a meeting of the Association's Members, the total number of votes necessary to adopt a resolution to terminate this Declaration,

the total number of votes cast in favor of such a resolution and the total number of votes cast against such a resolution.

This Certificate shall be recorded in the Public Records of St. Johns County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of this Declaration shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive any termination.

Should the Members Eligible To Vote terminate this Declaration as provided in this Article 17, all Common Area owned by the Association at such time shall be transferred to another association or appropriate public agency having a similar purpose. If no other association or public agency will accept such property, then it will be conveyed to a Trustee appointed by the Circuit Court of St. Johns County, Florida, which Trustee shall sell the Common Area free and clear of the limitations imposed hereby and upon terms established by the Circuit Court of St. Johns County, Florida. That portion of the Property consisting of the Master Drainage System cannot be altered, changed and/or sold separate from the lands its serves and without the prior approval of the District. The proceeds of such a sale shall first be used for the payment of any debts and/or obligations constituting a lien on the Common Area, then for the payment of any obligations incurred by the Trustee in the operation, management, maintenance, repair, replacement, cleaning and/or upkeep of the Common Area. The excess of proceeds, if any, from the sale of Common Area shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in the Common Expense. In the event of termination, dissolution or final liquidation, and if the Association has the responsibility for the operation and maintenance of the Master Drainage System, those portions of the Master Drainage System must be transferred to and accepted by an entity which would comply with Section 40C-42.027 of the Florida Administrative Code, and be approved by the District prior to any such termination, dissolution or liquidation.

ARTICLE 18
GENERAL PROVISIONS

Section 18.1 **Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner in the official records of the Association at the time of such mailing.

Section 18.2 **Assignment of Rights and Duties.** Any and all of the rights, powers and/or reservations of the Association and/or Developer may be assigned to any Person, corporation or association which will assume the duties of the Association and/or Developer pertaining to the particular rights, powers and/or reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, the assignee shall (to the extent of the assignment) have the same rights and powers and be subject to the same obligations and duties as are herein given to and/or assumed by the Association and/or Developer. Further, the Association and/or Developer may from time to time delegate any and

all of their rights, powers, discretion and/or duties hereunder to such agent or agents as it may nominate, unless prohibited by Florida law or any of the Governing Documents.

Section 18.3 **Zoning Variances.** Unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variances, special exceptions and/or zoning changes affecting and/or relating to any real property located within the Property.

Section 18.4 **Relationships with Other Properties.** The Association may enter into contractual agreements and/or covenants to share costs with any neighboring properties, other associations, the CDD and/or any other Person to contribute funds for, among other things, shared or mutually beneficial property and/or services and/or a higher level of maintenance of any portion of the Property.

Section 18.5 **Reclaimed Water.** If an Owner of a Lot and/or Building Site has an irrigation system capable of using reclaimed water for irrigation purposes, and reclaimed water becomes available to the Property, then in such events, the Association and/or the CDD may require that Owner to use the reclaimed water for irrigation purposes. The Association and/or the CDD may charge a reasonable uniformly applied fee for the use of such reclaimed water. Costs of connection to the Reclaimed Water Source shall be paid by Developer or the CDD, if Developer or CDD has requested such a connection for the Property, or by the Association, if the Association has requested such a connection for the Property.

Section 18.6 **Interpretation.** The Article and Section headings have been inserted in this Declaration for convenience only, and shall not be considered or referred to in resolving questions and/or for interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The Board shall have the right, except as limited by any other provisions of the Governing Documents, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the Board's determination, construction and/or interpretation shall be final and binding.

Section 18.7 **Indemnification.** The Association shall indemnify every officer, Director, Committee member, employee of the Association and agent of the Association pursuant to the terms of the Governing Documents.

Section 18.8 **Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 18.9 **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 18.10 **Conflict.** This Declaration shall take precedence over conflicting provisions in any Neighborhood Declaration, unless the provisions in the applicable Neighborhood Declaration are more restrictive than the provision in this Declaration, in which case the most restrictive provision shall control. This Declaration shall take precedence over

conflicting provisions in the Articles and Bylaws, and said Articles shall take precedence over the Bylaws and any Rules and Regulations hereinafter promulgated. The Bylaws shall take precedence over any Rules and Regulations hereinafter promulgated.

Section 18.11 **Cooperation.** Each Owner, by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

Notwithstanding the foregoing, to the extent that said documents require the joinder of Owners, Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds or other instrument of transfer or conveyance, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section 18.11 shall recite that it is made pursuant to this Section 18.11.

Section 18.12 **Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

Section 18.13 **No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Area to the public and/or for any public use.

Section 18.14 **Constructive Notice and Acceptance.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot and/or Building Site, shall be conclusively deemed to have consented and agreed to every limitation, restriction, rule, regulation, provision, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the deed or any other instrument by which such person or entity acquired an interest in such Lot and/or Building Site.

ARTICLE 19
DISCLAIMERS

Section 19.1 **Disclaimer of Representations or Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Section 19.2 **General.** Notwithstanding anything contained herein or in the Articles, Bylaws and Rules and Regulations of the Association or any other document governing or binding the Association, Developer, the CDD or the Property (collectively for purposes of this Section 19.2, the "constituent documents"), neither the Association nor the Developer shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, tenant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, visitors, subcontractors, licensees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association, the CDD and/or Developer or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the County, the City or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for such reason.

Each Owner (by virtue of his acceptance of title to its, his or her Lot and/or Building Site) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by Article 19 of this Declaration and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association, the CDD and/or Developer

and arising from, resulting from, related to and/or connected with any matter for which the liability of the Association, the CDD and/or Developer has been disclaimed in this Article 19 or in this Declaration generally.

As used in this Article 19, the words "Association", "CDD" and "Developer" shall each include within their meanings all of the respective Directors, officers, Committees and board members, employees, agents, attorneys, contractors (including without limitation management companies), and successors and assigns of each.

Section 19.3 **No Liability For Acts of Others.** Owners, their family members, tenants, guests, agents, invitees, employees, contractors, subcontractors, visitors, licensees and any occupants of Lots and/or Building Sites, are responsible for their own personal safety and for their property in and/or on the Property. The Association may, but is not obligated to, maintain or support certain activities within the Property which are intended to promote or enhance safety or security within the Property. However, the Association, the Board, the CDD and Developer shall not in any way be considered insurers and/or guarantors of safety or security within the Property, nor shall they be held liable for any loss, damage, personal injury and/or death by reason of failure to provide adequate security or ineffectiveness of any security measures that may be undertaken.

No representation or warranty is made that any systems or measures, including, without limitation, fire protection, burglar alarm, video cameras, or other security monitoring systems, (or if there is any gate, barrier and/or other mechanism or system for limiting access to the Property), cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, agrees and shall be responsible for informing that Owner's family members, tenants, guests, invitees, agents, employees, contractors, subcontractors and all occupants of that Owner's Lot and/or Building Site that the Association, the Board and its committees, the CDD and Developer are not insurers and/or guarantors of security or safety and that each Person within the Property has voluntarily assumed all risks of personal injury, death and loss or damage to property, including Lots, Building Sites, Residential Dwelling Units, Commercial Improvements and the contents of Lots, Building Sites, Residential Dwelling Units and Commercial Improvements, resulting from acts of others. Any gate, barrier, video camera and/or other mechanism or system for limiting access to the Property, if any, are solely intended to regulate vehicle access, and are not intended and/or designed to be a security feature, a safety feature, provide protection to persons and/or property, a warranty of personal safety, a guarantee of personal safety, a warranty of the safety of personal property and/or a guarantee of the safety of personal property. Any gate, barrier, video camera and/or other mechanism or system for limiting access to the Property may, at Developer's discretion, be left open and/or unattended, from time to time or at any time, to facilitate access by contractors, subcontractors, inspectors, brokers, salespersons and any others to any sales office, Lots and/or Building Sites that are under construction and/or for sale.

Section 19.4 **View Impairment.** Neither Developer nor the Association guarantee or represent that any view over, through and/or across the Lots, the Building Sites, any open space

or any other portion of the Property within the Property will be preserved without impairment. Neither Developer nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) and Developer have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed.

Section 19.5 **Notices and Disclaimers as to Signal Reception.** In recognition of the fact that interruptions in cable television, radio and/or satellite television will occur from time to time, neither Developer nor the Association shall in any manner be liable for, and no Owner shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Developer or Association shall be entitled to retain any rebate, discount, or other compensation received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

Section 19.6 **Construction Activities.** All Owners, occupants, tenants and users of Lots and/or Building Sites are hereby placed on notice that Developer and/or its agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot and/or Building Site, and/or by using any portion of a Lot and/or Building Site or the Property generally, Owners, occupants, tenants and users of Lots and/or Building Sites acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot, Building Site or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that Developer and all of its agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot and/or Building Site has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Developer to sell, convey, lease, and/or allow the use of Lots and/or Building Sites within the Property.

Section 19.7 **Natural Conditions.** The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Owner and occupant of any Lot and/or Building Site, and every Person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the

Association, Developer, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 19.7 may also contain ponds, lakes, retention ponds, dry detention areas, detention ponds, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot and/or Building Site shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other Person acting on that Owner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

ARTICLE 20
INSURANCE AND CASUALTY LOSSES

Section 20.1 **Insurance.** The Board shall have the authority to and may obtain blanket all-risk casualty insurance, if reasonably and commercially available, for the Common Areas, including without limitation, any structures, Improvements, amenities and/or facilities that may be located on the Common Areas. If blanket all-risk coverage is not reasonably available, then an insurance policy providing fire, hurricane, casualty and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair and/or reconstruction in the event of damage and/or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board may also obtain a public liability policy covering the Common Area, the Association and its Members for all damage and/or injury caused by the negligence of the Association or any of its employees, Members and/or agents. The public liability shall have at least a One Million Dollar ($1,000,000.00) limit for bodily injury, personal injury, death and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar ($5,000,000.00) umbrella liability policy.

The Board may, in its discretion, also obtain additional insurance, including without limitation, fidelity bond coverage, Worker's Compensation insurance, flood insurance and directors and officers liability insurance. The insureds, deductibles, provisions and coverage types and amounts shall be determined by the Board, in the Board's discretion. Any fidelity bond coverage obtained by the Board shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal. The Association may self-insure against any risk.

In addition, the Association may obtain and maintain insurance in such amounts as the Board determines appropriate (including, but not limited to, blanket all-risk casualty insurance, fire insurance, hurricane insurance, casualty insurance, extended coverage, public liability policy, fidelity bond coverage and flood insurance), to the extent each is reasonably and commercially available, for any Neighborhood within the Property.

Premiums for any insurance coverage obtained by the Association shall be a Common Expense and shall be included in the Annual Assessment, as described in Article 6 of this Declaration; provided, however, premiums for insurance Exclusive Common Area within a Neighborhood shall be a Neighborhood Expense.

Any insurance policy obtained by the Board may contain a reasonable deductible, and, in the case of casualty insurance, the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Any such deductible shall be a Common Expense or a Neighborhood Common Expense in the same manner as the premiums for the applicable insurance coverage.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties. Such insurance shall be governed by the following provisions:

(a) All insurance policies shall be written with a company licensed to do business in the State of Florida;

(b) All insurance policies on the Common Area shall be for the benefit of the Association, its Members and Mortgagees providing construction financing on the Common Area.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board. However, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners, occupants, tenants, or their respective Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, its manager, its agent, the Owners, and their respective tenants, servants, agents, invitees and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(4) a statement that no insurance policy may be canceled, invalidated, suspended and/or subject to non-renewal on account of the conduct of any Director, officer, employee of the Association, agent of the Association and/or the Association's duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, its manager, any Owner or Mortgagee;

(5) that any "other insurance" clause in any policy exclude the policies obtained by individual Owners from consideration; and

(6) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

Section 20.2 **Insurance Obtained by Owners.** By virtue of taking title to a Lot and/or Building Site, each Owner agrees to carry blanket all-risk casualty insurance on that Owner's Lot and/or Building Site and any building, Residential Dwelling Unit, Commercial Improvement, structure, Improvement and landscaping constructed, placed, built and/or located on that Lot and/or Building Site. The insurance to be obtained by each and every Owner shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair and/or reconstruction in the event of damage or destruction from any insured hazard. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the buildings, structures, Residential Dwelling Units, Commercial Improvements, Improvements, and/or landscaping on that Owner's Lot and/or Building Site, the Owner shall proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are or may be approved in accordance with this Declaration. The Owner shall pay any costs of repair and/or reconstruction which are not covered by insurance proceeds. If the Residential Dwelling Unit and/or Commercial Improvement is totally destroyed, the Owner may decide not to rebuild and/or to reconstruct, in which case the Owner shall clear the Lot and/or Building Site of all debris and return that Lot and/or Building Site to substantially the natural state in which it existed prior to the beginning of construction, and thereafter that Owner shall continue to maintain the Lot and/or Building Site in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

Section 20.3 **Damage and Destruction**.

(a) Immediately after damage and/or destruction by fire, hurricane or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged and/or destroyed Property. Repair and/or reconstruction, as used in this subsection, means repairing or restoring the Property to substantially the same condition in which the Property existed prior to the fire, hurricane or other casualty, allowing for any changes and/or improvements necessitated by changes in the then-applicable building codes.

(b) Any damage and/or destruction to the Common Area shall be promptly repaired and/or reconstructed unless the Members Eligible To Vote representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair and/or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage and/or destruction, and/or reliable and detailed estimates of the costs of repair and/or reconstruction are not made available to the Association within the sixty (60) day time period, then the period shall be extended until such information is made available to the Members. However, such extension shall not exceed one hundred twenty (120) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage and/or destruction to Common Area shall be repaired and/or reconstructed. This provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

(c) If determined in the manner described above that the damage and/or destruction to the Common Area shall not be repaired and/or reconstructed, and no alternative improvements are authorized, then and in that event the affect portion of the Property shall be restored to their natural state that existed prior to the development and shall be maintained by the Association in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

Section 20.4 **Disbursement of Proceeds.** If the damage and/or destruction for which the proceeds of insurance policies are paid is to be repaired and/or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and/or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair and/or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in either the Association's general operating account or any reserve account that has been established by the Association. If no repair and/or reconstruction is made, any proceeds remaining after making settlements necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) shall be retained by and for the benefit of the Association and placed in either the Association's general operating account or any reserve account that has been established by the Association. This is a covenant for the benefit of any Mortgagee of a Lot and/or Building Site and may be enforced by such Mortgagee.

Section 20.5 **Repair and/or Reconstruction.** If the damage and/or destruction to the Common Area for which insurance proceeds are paid is to be repaired and/or reconstructed, and such insurance proceeds are not sufficient to defray the cost of such repair and/or reconstruction, the Board shall, without the necessity of a vote of the Members Eligible To Vote, levy a Special Assessment against all Owners calculated in the same manner as the Annual Assessments. The damaged and/or destroyed portions of the Common Area shall be repaired and/or reconstructed to substantially the same condition in which that Common Area existed prior to the damage and/or destruction, allowing for any changes and/or improvements necessitated by changes in the then-applicable building codes.

Section 20.6 **Negligence or Willful Misconduct.** Each Owner shall be liable to the Association for the costs to repair, replace and/or reconstruct any portions of the Common Area damaged by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests, invitees, employees, visitors, contractors, subcontractors, agents and/or servants.

In this situation, the Owner shall be liable to the Association for any amount not fully covered by any insurance policy of the Association, including but not limited to any deductible. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests, invitees, employees, visitors, contractors, subcontractors, agents and/or servants. The sums due from an Owner under this Section 20.6 shall be an Individual Assessment against the Owner and that Owner's Lot and/or Building Site and may be collected as provided elsewhere in this Declaration for the collection of Individual Assessments.

Section 20.7 **Condemnation of Common Area.** Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation and/or eminent domain, each Owner shall be entitled to notice thereof. The award, payment and/or settlement made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as herein provided:

If the taking involves a portion of the Common Area on which Improvements have been constructed, then unless within ninety (90) days after such taking Developer (so long as Developer has Class B membership) and Members Eligible To Vote representing at least two-thirds (2/3) of the total vote of the Association otherwise agree not to restore, repair and/or replace such Improvements, the Association shall restore, repair and/or replace such Improvements taken on the remaining land included in the Common Area to the extent lands are available therefore. If such Improvements are to be repaired, restored and/or replaced, the provisions of Article 20 of this Declaration regarding the disbursement of funds in respect to casualty damage and/or destruction which is to be repaired, replaced and/or restored shall apply. If the taking does not involve any Improvements on the Common Area, of if there is a decision made by not to repair, replace and/or restore, of if there are net funds or surplus remaining after any such restoration, repair and/or replacement is completed, then such award, settlement, payment, surplus and/or net funds shall be disbursed to the Association and used for any purposes as the Board shall determine.

Section 20.8 **No Partition.** Except as is permitted in this Declaration or any amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person, Owner or entity acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Section 20.8 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property which may or may not be subject to this Declaration.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 22nd day of August, 2006.

Signed, sealed and delivered
in the presence of:

INTERVEST CONSTRUCTION OF JAX, INC.,
a Florida corporation

Print Name: Tiffany M. Pryor

Print Name: NICOLE KEELEY

By: _____
Print Name: Charlene B. Irland
Title: Vice President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 22nd day of August, 2006, by Charlene B. Irland as Vice President (title) of **INTERVEST CONSTRUCTION OF JAX, INC.**, a Florida corporation, on behalf of the corporation. He/She ☒ is personally known to me OR ☐ has produced _____ (type of identification) as identification.

NOTARY SEAL:

TIFFANY M. PRYOR
Notary Public - State of Florida
My Commission Expires Jul 4, 2010
Commission # DD 570874
Bonded By National Notary Assn.

Notary Public, State of Florida

Print Name: TIFFANY M. PRYOR
Commission No.: DD 570874
My Commission Expires: July 4, 2010

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit "A"

A portion of fractional Sections 28 and 33, a portion of Section 29, a portion of the Marshall or Leonardi Grant, Section 60 and a portion of the Rogue Leonardi Grant, Section 61, 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°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°09'44" East, along the Northerly line of said Section 28, a distance of 519.11 feet to the Point of Beginning.

From said Point of Beginning, continue North 89°09'44" East, along the Northerly line of said Section 28, a distance of 1198.79 feet to its intersection with the Westerly line of said Rogue Leonardi Grant, Section 61; thence South 19°57'07" East, along said Westerly line, 367.25 feet to a point referred to as Reference Point "A"; thence continue South 19°57'07" East, along said Westerly line and along the Easterly line of said Section 28, a distance of 23 feet, more or less to its intersection with the Southerly Ordinary High Water Line of Sweetwater Creek; thence along the meanderings of said Southerly Ordinary High Water Line and along the meanderings of the Easterly Ordinary High Water Line of said Sweetwater Creek the following five approximate courses: East Northeasterly, 1970 feet more or less; thence Southeasterly, 750 feet more or less; thence East Northeasterly, 1430 feet more or less; thence Northeasterly, 830 feet more or less; thence Northerly, 1260 feet more or less to the convergence of said Easterly Ordinary High Water Line with the Easterly Mean High Water Line of said Sweetwater Creek; thence North Northeasterly along the meanderings of said Easterly Mean High Water Line, 1100 feet more or less to its intersection with the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 of the Public Records of said county; thence North 88°36'45" East, departing said Easterly Mean High Water Line and along said Southerly line of the lands of Official Records Book 1291, page 930, and along the Southerly line of the lands described and recorded in Official Records Book 268, page 448 of said Public Records, a distance of 14 feet more or less to a point which bears North 47°47'39" East, 2772.58 feet from said Reference Point "A"; thence continue North 88°36'45" East, along the Southerly line of said lands and along the Southerly line of the lands described and recorded in Official Records Book 268, page 448 of said Public Records, a distance of 1900.00 feet to the Southeasterly corner of last said lands; thence North 02°09'25" West, along the Easterly line of said lands, 423.55 feet to its intersection with the Southerly line of those lands described and recorded in Deed Book 76, page 192 of said Public Records; thence South 88° 50' 53" East, along said Southerly line, 348.52 feet; thence South 10°00'00" East, departing said Southerly line, 1632.50 feet; thence North 86°00'00" West, 88.99 feet; thence South 04°00'00" West, 60.00 feet; thence South 86°00'00" East, 104.08 feet; thence South 20°00'00" East, 3457.77 feet to a point, said point also being Reference Point "B"; thence continue South 20°00'00" East, 65 feet, more or less to its intersection with the Westerly Mean High Water Line of the Tolomato River; thence Southwesterly along the meanderings of said Westerly Mean High Water Line 586 feet, more or less; thence South 00°02'39" West, departing said Westerly Mean High Water Line, 35 feet, more or less to a point which bears South32°03'56" West, 620.33 feet from said Reference Point

"B"; thence continue South 00°02'39" West, 229.50 feet to its intersection with the Northerly line of those lands described and recorded in Official Records Book 1431, page 504 of said Public Records; thence North 89° 57' 21" West, along said Northerly line, 3535.31 feet to a point lying on the Westerly line of said lands of Official Records Book 1431, page 504, said point also lying on the line dividing said Sections 60 and 61 of said Township and Range; thence South 14° 22' 35" West, along said Westerly line and along said dividing line and along the Westerly line of Section 53 of the Theresa Marshall Grant, of said Township and Range, a distance of 3982.09 feet; thence North 17°01'55" West, departing said Westerly line of Section 53, a distance of 1047.70 feet; thence North 25° 20' 13" East, 269.25 feet; thence North 28° 27' 37" West, 656.99 feet; thence North 01° 27' 47" West, 374.84 feet to a point lying on the Northerly line of said Section 33; thence North 19°39'52" West, departing said Northerly line, 598.52 feet; thence North 28°19'23" East, 240.68 feet; thence North 16°42'41" West, 1270.16 feet; thence North 46°43'34" West, 320.92 feet; thence North 08°41'41" West, 920.26 feet; thence North 74°52'04" West, 460.34 feet; thence South 30°45'00" West, 1555.61 feet to a point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Southwesterly along the arc of said curve through a central angle of 39°06'02", an arc length of 368.52 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 50°18'01" West, 361.41 feet; thence North 20°08'58" West, 80.00 feet to a point on a curve concave Northwesterly, having a radius of 460.00 feet; thence Northeasterly along the arc of said curve through a central angle of 39°06'02", an arc length of 313.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 50°18'01" East, 307.86 feet; thence North 30°45'00" East, 1570.67 feet; thence North 48°35'01" West, 126.37 feet; thence North 08°32'25" West, 1975.75 feet to the Point of Beginning.

Containing 694.49 acres, more or less.

EXHIBIT B

COMMON AREA

No Common Area is designated by the Developer as of the date of this Declaration. The Developer reserves the right to designate Common Area in the future pursuant to Section 4.3 of this Declaration.

CONSENT AND JOINDER OF MORTGAGEE

NATIONAL CITY BANK ("Mortgagee") is the holder of that certain Real Estate Mortgage ("Mortgage") recorded in Official Records Book 2690, at page 514 and Official Records Book _____, at page _____ of the public records of St. Johns County, Florida. Mortgagee joins in the foregoing Declaration of Covenants and Restrictions for Palencia to which this Consent is attached ("Declaration") to evidence its consent and joinder to the provisions of the Declaration and its agreement that its security interest as evidenced by the Mortgage shall be subordinated thereto.

Signed, sealed and delivered
in the presence of:

NATIONAL CITY BANK

Sharon E. Ondercik

Jennifer Turchi

By: _____

Its: Robin A. Carr, Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of August, 2006, by Robin A. Carr of NATIONAL CITY BANK, a national banking association, on behalf of the Bank. He is personally known to me or has produced _____ as identification.

JENNIFER TURCHI
MY COMMISSION # DD 144879
EXPIRES: October 13, 2006
Bonded Thru Notary Public Underwriters

_____

NOTARY PUBLIC, State of Florida