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Prepared by and RETURN to:
Richard G. Hathaway, P.A.
10151 Deerwood Park Blvd.
Bldg 100, Suite 250
Jacksonville, FL 32256

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**DECLARATION OF
MASTER COVENANTS AND RESTRICTIONS
FOR
ROYAL ST. AUGUSTINE**

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FOR
ROYAL ST. AUGUSTINE

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DECLARATION OF
MASTER COVENANTS AND RESTRICTIONS
FOR
ROYAL ST AUGUSTINE

THIS DECLARATION is made this ____ day of January, 2000, by **RSA GOLF, INC.**, a Florida corporation (the "Developer"); **ROYAL ST. AUGUSTINE PARCEL OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"); **ROYAL ST. AUGUSTINE, L.L.C.**, a Florida limited liability company ("RSA, LLC"); and **WALLACE R. DEVLIN**, an unmarried man ("Devlin"). Developer, Association, RSA, LLC, and Devlin collectively own the real property described on **EXHIBIT "A"** attached hereto and made a part hereof (the "Property") and they hereby declare that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

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

Section 1.2 **Benefits and Burdens.** Every person who takes title to any land located within the Property agrees to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II

DEFINITIONS

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

Section 2.1 **Association** means Royal St. Augustine Parcel Owners Association, Inc., a Florida corporation not-for-profit. There are seven (7) "Members" of the Association. The Owners of Parcels A-E shall each be a Member until such time as that Parcel is subjected to its Subdivision Declaration, at which time the Parcel Owner shall be replaced by the Subdivision Association as the Member of the Association. Also, the Owners of Parcel F and the Golf Course Parcel shall be Members of the Association. Each Member of the Association shall have one vote, except that for so long as Developer owns any Parcel, Developer shall have eight (8) votes for each Parcel owned by it.

Section 2.2 **Multi-family Parcel** means Parcel F as described on Exhibit "A".

Section 2.3 Common Area means all real property (including easements, licenses and rights to use or maintain) and personal property located within or adjacent to the Property which is owned by either the Developer or the Association and which the Developer designates for the common use and enjoyment of the Owners. The Common Area initially designated by the Developer shall consist of (i) the entrance element into Royal St. Augustine from State Road 16, (ii) the two (2) entrance elements into Royal St. Augustine from 4 Mile Road, (iii) Royal St. Augustine Parkway, including both the paved and unpaved portions of the right-of-way (but only to the extent not dedicated to and accepted by St. Johns County), (iv) the sewer, water, electrical, cable tv and other utility lines and facilities installed in Royal St. Augustine Parkway but only to the boundaries of the individual Parcels (and then only to the extent not dedicated to and accepted by St. Johns County or the utility provider), (v) the portion of the Master Drainage System located within the boundaries of any of the Common Area, (vi) the recreational areas consisting of (a) the recreation area with totlot located immediately northwest of Parcel E, (b) the totlot playground, little league field, soccer/multi purpose field and two pony league/softball fields located immediately west of Royal St. Augustine Parkway and east of the eight and ninth golf holes of the Golf Course Parcel and (c) such other areas as are hereafter owned by the Association and intended as recreational areas and amenities for the residents of Royal St. Augustine and (vii) other areas and properties, if any, in Royal St. Augustine which the Developer designates are for common use and benefit.

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

Section 2.5 Golf Course Parcel means Parcels G, H and I as described on Exhibit "A".

Section 2.6 Lot means each platted lot in a Subdivision Parcel.

Section 2.7 Multi-family Improvements means any proposed or completed improvements located within the Multi-family Parcel.

Section 2.8 Owner means the record owner of any Subdivision Parcel, the Multifamily Parcel or the Golf Course Parcel. Owners of Lots in Subdivision Parcels are not considered "Owners" as that term is used in this Declaration.

Section 2.9 Parcel means each of Parcels A-F and Parcels G, H and I (which collectively constitutes one Parcel). There are seven (7) Parcels in Royal St. Augustine (meaning the five (5) Subdivision Parcels, the Multifamily Parcel and the Golf Course Parcel).

Section 2.10 Property means the real property described on the attached Exhibit "A" and such additions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration. Recognizing that it is common for permitting, development and/or construction to necessitate changes in legal descriptions, Developer is hereby given the right to amend the legal descriptions of the Parcels to conform to actual development.

Section 2.11 Subdivision Association means the residential association formed as a Florida nonprofit corporation whose members are comprised of the owners of Lots in the Subdivision Parcels. Contemporaneously with the sale of the first Lot in the Subdivision Parcel, each Subdivision Parcel owner

will subject its Parcel to its own set of covenants and restrictions (each a "Subdivision Declaration") and each Subdivision Parcel shall have its own Subdivision Association. Upon its formation, the Subdivision Association shall replace the Owner as that Parcel's Member in the Association.

Section 2.12 Subdivision Parcel means each of Parcels A-E as described in Exhibit "A".

Section 2.13 Master Drainage System means the drainage system designed and constructed within the Property to control discharges necessitated by rainfall, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the portions of the Master Drainage System located on the Common Area shall be deemed to be a part of the Common Area.

Section 2.14 PUD Ordinance means the Planned Unit Development Ordinance adopted by St. Johns County, Florida with respect to and regulating Royal St. Augustine.

Section 2.15 Royal St. Augustine means the project to be developed on the Property in accordance with the PUD Ordinance.

Section 2.16 Plat means the Plat of Royal St. Augustine.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND DELETIONS THEREFROM

Section 3.1 Implied Extension of Covenants. Each Owner shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development shall be construed as subjecting, or requiring the Developer to subject, any other property now or hereafter owned by the Developer to this Declaration and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

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

ARTICLE IV

COMMON AREA RIGHTS

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

Section 4.2 Owners' Easement of Enjoyment. Each Owner (and its successors including any lot owners) shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose), which shall be appurtenant to, and shall pass with, the title to the land subject to the following:

(a) The right of the owner of the Common Area (meaning either the Developer or the Association, as the case may be) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, the Plat, governmental restrictions, including the provisions of the PUD Ordinance or any environmental permit;

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

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

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

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall adversely affect any Parcel, or adversely affect access, visibility, utilities or drainage to or from any Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Parcel which is so affected, which consent and joinder shall not be unreasonably withheld or delayed. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of County, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners created by this Declaration. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments

or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Master Drainage System and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the Master Drainage System and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall at all times maintain, operate, restore and replace the entirety of the Master Drainage System, notwithstanding that portions thereof lie outside of the Common Areas. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, serving or created as a requirement to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Master Drainage System. Maintenance of the Master Drainage System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Master Drainage System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. Notwithstanding anything to the contrary stated herein, the initial construction costs of the Common Areas and the Master Drainage System shall be bore by the Developer, and such initial construction costs shall not be included in any assessments allocable to the Owners as specified in Article V.

Section 4.5 Easement for Maintenance Purposes. Each Owner hereby grants to the Association, and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of its Parcel as may be reasonably necessary for the purpose of maintaining the Common Area, including the Master Drainage System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property (whether now or hereafter improved). Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights. The Easement granted herein shall not be deemed to restrict or prohibit the right of any Owner to construct improvements on its Parcel.

Section 4.6 Temporary Construction Easement. The Association hereby grants a temporary Construction Easement to each Parcel Owner over, under and through those portions reasonably designated by Developer of Royal St. Augustine Parkway for the purposes of providing temporary ingress, egress, drainage and utility services to each Owner's Parcel during the construction or development of the Owner's

Parcel. The temporary construction easements created hereby shall automatically terminate at such time as Royal St. Augustine Parkway is completed.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of a Parcel within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant, and agrees to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Parcel against which each such assessment is made, and shall also be the personal obligation of the Parcel Owner owing the Parcel at the time the assessment was made. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 5.2 Purpose of Assessments.

(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area or the Master Drainage System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Master Drainage System including operation, sampling, testing and maintenance of monitoring wells as required by any permit relating to the Master Drainage System, notwithstanding that portions thereof lie outside the boundary of the Common Areas. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to the Common Area and the Master Drainage System.

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

Section 5.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's share of the total annual assessment or any special assessment shall be based upon the following percentages:

Parcel A	- 15%
Parcel B	- 15%
Parcel C	- 15%
Parcel D	- 15%
Parcel E	- 15%
Parcel F	- 15%
Parcel G, H and I	- 10%

Total

-100%

The owners of Parcels F and the Golf Course Parcel shall be responsible for their respective percentages of such assessments and their respective Parcels shall be subject to a claim of lien therefor. The owners of each of Parcels A, B, C, D and E shall likewise be responsible for their respective portions of such assessments but only until such time as (i) that Parcel's Subdivision Association is formed, (ii) a declaration of covenants, conditions, restrictions and easements for that Parcel's Subdivision which creates and recognizes the Subdivision Association and which authorizes and obligates such Subdivision Association to charge and collect assessments from its members to pay the assessments due from that Parcel to the Association (including lien rights against any property owned by members not paying such assessments) is recorded in the public records of St. Johns County, Florida and (iii) control of that Parcel's Subdivision Association has been transferred to the owners of lots in that Subdivision. At that time, that Parcel's Subdivision Association and the lot owners in that Subdivision, jointly and severally, shall assume the responsibility for the Association's assessments applicable to that Parcel. In all events, all of Parcels A-E (including all common areas and all lots) are subject to a claim of lien for any unpaid assessments or charges due the Association relating to that Parcel.

Section 5.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Parcel encumbered thereby, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys, fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement. Wherever the term "Owner" is used in this Section 5.4, then such terms shall mean either the Owner of the Parcel or the Subdivision Association of the Parcel in issue, as the case may be.

Section 5.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Parcel by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Parcel shall be added to the total budget for Common Expenses and shall be paid by all owners including the mortgagee in accordance with the percentages set forth above. No sale or other transfer shall relieve any Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE VI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 6.1 Cable Television, Radio, Internet Access, Satellite TV, Telephone, Propane Gas, Natural Gas, etc. The Developer reserves for itself, and its successors and assigns:

(a) an exclusive easement for the installation, maintenance and operation of cables and other related facilities for the transmission of cable television, radio, Internet access, satellite TV, telephone, other electronic communications of any form, natural gas and/or propane gas services (the "Reserved Utility Services") 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;

(b) the exclusive right, power and privilege to designate the provider of and contract for the providing of the Reserved Utility Services for the Property: provided that Developer shall endeavor in good faith to have provisions included in the Contracts with the utility providers (i) that require the utility providers to timely install their utilities in the Parcels if and as requested by the Parcel Owner, (ii) that require the utility providers to coordinate the installation of their facilities and transmission lines and cables with the Parcel Owner's construction and (iii) that require the utility providers to provide their Reserved Utility Services at reasonable market rates. If requested, Developer, at the Developer's expense, shall enforce its Contracts with the utility providers for the benefit of the Parcel Owner. Developer, or its successors or assigns, as the case may be, is the only authorized entity with the power to contract for the providing of such services to the Property.

All cables relating to such services located within the Property shall be installed and maintained underground. For purposes of this Section 6.1, the term "cables" shall include without limitation, all wire, coaxial, fiber optic or other cable types intended for transmission of electronic communications. The rights reserved to Developer in this Article VI shall exist for a period of twenty-five (25) years from the date hereof.

Section 6.2 Future Easements etc. 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 then owned by the Developer. In addition, the Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the Common Area for so long as the Developer shall own any portion of the Property. The easements granted by the Developer shall not materially or adversely effect any improvements or unreasonably interfere with the any Owner's use and enjoyment of the Common Area.

Section 6.3 Golf Easement. The Developer reserves for the benefit of the Golf Course Parcel an easement upon the Property to permit the doing of every act necessary or proper to the playing of golf on any golf course lying in the Property. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damaging the other property; the flight of golf balls over and upon the other property; the use of necessary and usual equipment upon such golf course; the usual noise level created by the playing of the game of golf and by maintenance activities or equipment on golf course and all other common and usual activities associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course.

Section 6.4 Architectural Approval. For so long as Developer owns any Parcel, Developer shall have the right to approve in advance all improvements to be constructed on the Property. Prior to commencing any improvements of any nature upon the Property, the party intending to make such improvements shall submit its plans and specifications therefor, including so much detail and specifics as Developer shall reasonable require, to Developer for its prior approval. Developer shall indicate its approval

or disapproval within ten (10) business days of its receipt of a complete set of plans and specifications, including all reasonably required details and specifics. If the Developer does not indicate disapproval within said ten (10) business days, then the plans and specifications, but only as submitted, shall be deemed accepted. No improvements or construction may occur at the Property except with Developer's prior approval. Improvements for the Subdivision Parcels which comply with the criteria specified in **EXHIBIT "B"** attached hereto are exempted from the Developer's review and approval. Notwithstanding anything to the contrary herein, Developer and the Subdivision Parcel Owner(s) may amend EXHIBIT "B" without the joinder of any other party or person.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Developer's Vested Rights re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license or use right reserved or granted pursuant to the terms hereof but only with the consent of the Parcel Owner whose Parcel is effected by such definition or amendment, which consent shall not be unreasonably withheld. At any time, the Developer and such consenting Parcel Owner shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer and such consenting Parcel Owner may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's and such consenting Parcel Owner's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 7.1, shall be dispositive for all purposes; provided nothing contained in this Section 7.1 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 7.2 Violations. If any person, firm, corporation or other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner of any Parcel within the Property (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or, enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties all costs incurred in such litigation, including but not limited to, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided by law.

Section 7.3 Severability. Invalidation of any of the provisions of the covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 7.4 Additional Restrictions. No Owner may impose any additional covenants or restrictions on any part of the Property, without the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Developer may include in any contract or deed hereafter made and covering all or any part of the Property any additional covenants or restrictions applicable to the property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 7.5 Titles. The addition of titles to the various sections of this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all, of which, shall be construed as if not entitled.

Section 7.6 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding fifty percent (50%) or more of the total votes of the Association as set forth in the Articles may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party to correct any typographical or clerical error, to resolve any inconsistency or ambiguity contained in this Declaration, or to make this Declaration comply with any requirement of any governmental authority having jurisdiction or regulatory authority over the Property or any portion thereof. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida. Notwithstanding any provision of this Section 7.6 to the contrary, any amendment to Article VIII hereof shall require the written consent and joinder of the County. Further, any amendment to this Section 7.6 shall require the written consent of the County.

Section 7.7 Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 7.8 Provisions Regarding Golf Course and Club Facilities.

(a) Nothing contained in this Declaration shall limit the ability of the Owner of the Parcel to determine in its sole discretion how and by whom the Golf Course shall be used. OWNERSHIP OF ANY INTEREST IN ANY PORTION OF THE PROPERTY, OR MEMBERSHIP IN THE ASSOCIATION, DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE ANY GOLF COURSE OR CLUB FACILITY AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN OR TO USE ANY GOLF COURSE OR CLUB FACILITY.

(b) Each Owner and all future lot owners of any of the Property (excepting only the County or any Governmental Entity), by acceptance of a deed or other conveyance of any portion of the Property, acknowledges that the proximity of a golf course to surrounding properties results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's and future lot owner's use and enjoyment of his property may be limited as a result, and that the Golf Course Parcel Owner, and its respective affiliates and agents, shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any owner or occupant of any Parcel or any future lot owner, or their guests or invitees, for damage or injury resulting from errant golf balls or otherwise, unless caused by the gross negligence or intentional wrongdoing of the Golf Course Parcel Owner.

(c) Each Owner and all future lot owners of any of the Property, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges:

(i) That the Owner of the Golf Course Parcel, may add to, remove or otherwise modify the landscaping, trees and other features of the Golf Course including changing the location, configuration, size and elevation of bunkers, fairways and greens, and constructing fences, and that the Owner of the Golf Course Parcel shall have no liability to any Owner or future lot owner as a

result of such modifications provided that all of such modifications must comply with all applicable permits, including those relating to the Master Drainage System; and

(ii) That there are no express or implied easements over the Golf Course Parcel for view purposes, and no guaranty or representation is made by any person or entity that any view over and across the Golf Course will be preserved without impairment, and that no Owner or operator of the Golf Course Parcel shall have any obligation to prune or thin trees or other landscaping to preserve views over the Golf Course.

(d) Each owner other than the County or any Governmental Entity, by its acceptance of a deed or other conveyance of any portion of the Property, assumes the risk associated with the Golf Course (regardless of whether the owner is using such facilities) and agrees that neither the Owner of the Golf Course Parcel, nor its affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, shall be liable to any Owner or any other person claiming any loss or damages, including without limitation, indirect, special or consequential loss or damages arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's Parcel to the Golf Course, unless caused by the gross negligence or intentional wrongdoing of the Golf Course Parcel Owner. Nothing in this Section 7.8(d) shall exonerate or absolve any person golfing at the Golf Course Parcel from his individual legal responsibilities, duties and obligations.

ARTICLE VIII

SPECIAL PROVISIONS REGARDING ST. JOHNS COUNTY

Section 8.1 Exemption from Lien. Notwithstanding anything contained in this Declaration to the contrary, any ownership interest of St. Johns County (the "County") or of any other Governmental Entity, as such term is hereafter defined, in and to any portion of the Common Areas shall be exempt from the lien for annual or special assessments as established pursuant to this Declaration so long as such ownership interest is retained by the County or Government Entity.

Section 8.2 Governmental Powers and Rights. Nothing contained in this Declaration shall be construed to limit or supersede the rights, powers, or obligations of the County acting in its governmental capacity with respect to land use or zoning ordinances or otherwise limit the County with respect to the exercise of its rights, powers, or obligations as authorized or required by any state or federal laws, or rules, regulations or ordinances of the county. Further, to the extent that any provision of this Declaration shall be violative of state or federal law when applied to the County, such provision shall be void and of no effect with respect to the County.

ARTICLE IX

RULES AND REGULATIONS FOR CONSTRUCTION ACTIVITIES

Section 9.1 Constructing Parties. In addition to its other powers and duties hereunder, the Association shall have the power to adopt, promulgate and enforce reasonable standards, rules and regulations for construction activities occurring in Royal St. Augustine. All of such standards, rules and regulations shall be binding upon all Parcel Owners, all persons building houses or homes (meaning both professional home builders and private parties) and all other persons engaged in any construction activities in Royal St. Augustine (such persons shall be collectively referred to herein as "Constructing Parties"). Such standards, rules and regulations shall include without limitation the following:

(a) Each Constructing Party shall indemnify Developer, the Association and all other property owners in Royal St. Augustine and hold them harmless from any damage, expense or loss caused by the Constructing Party, its agents, employees, contractors, subcontractors or suppliers, including but not limited to, damage caused to lots, paved streets, curbs, gutters, storm or sanitary sewer lines, lakes, telephone lines, water lines, electrical lines, trees or landscaped areas.

(b) While engaged in construction, each Constructing Party agrees to reasonably remove all stumps, trees, debris and all other waste from its building site, to at all times keep its building site reasonably clean, sightly and attractive and to refrain from dumping any debris or waste in any area of Royal St. Augustine.

(c) Each Constructing Party agrees to clean up all mud, dirt and construction debris caused by it or its agents, employees, contractors, subcontractors or suppliers, including cleaning up Royal St. Augustine Parkway.

(d) Each Constructing Party agrees to comply with all applicable laws, ordinances, regulations, rules and directives regulating it or its building site. Without limiting the generality of the foregoing, each Constructing Party agrees that it will grade its lot(s) only in compliance with the requirements of St. Johns County and the approved grading and drainage plans. Each Constructing Party accepts responsibility for any non-compliance and agrees to promptly correct the same at its cost.

(e) Each Constructing Party shall comply in all respects with the Florida mechanics lien law to insure that its actions do not result in a mechanics lien being filed upon the property of another, and any such mechanics lien shall immediately be bonded off by the party whose actions caused its filing.

(f) All Owners and future lot owners acknowledge that construction activities will be undertaken simultaneously by multiple parties at Royal St. Augustine. Accordingly, all Owners and future lot owners agree that they will use reasonable efforts to coordinate their construction activities so as to minimize interference with the work of others and that they will consult when and as reasonably requested so as to provide for maximum coordination and efficiency.

(g) If any Constructing Party violates the Master Declaration's construction standards and if such violation continues for five (5) days after the Association's written notice of violation, then either Developer, any other Owner or the Association may, but none of them is obligated to, cure such violation, and in that case the Constructing Party shall promptly reimburse Developer, the other Owner or the Association, as the case may be, for all expenses incurred by it plus (i) a ten percent (10%) administration charge and (ii) any reasonable attorneys fees or costs incurred to collect such expenses.

(h) In addition to whatever other remedies are provided under this Declaration, at law or equity, the Association may lien the Constructing Party lands for all sums owed by it pursuant to the provisions for liens provided for in this Declaration.

(i) All signage shall be subject to the prior written approval of the Association, which approval will not be unreasonably withheld. The Association may designate the design, size, location and placement of any signs, but the Association agrees that it will grant Parcel Owners the right to place reasonable directional and interior signs (such as "sold," "for sale," etc.) on their Parcels.

0R1467P60360

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this _____ day of January, 2000.

Signed, sealed and delivered in the presence of:

RSA GOLF INC., a Florida corporation

Richard M. Hartaway
Witness: Richard M. Hartaway
Pamella Deane Woods
Witness: Pamella Deane Woods


Patrick T. Murphy
Name: Patrick T. Murphy
Title: Vice President
Address: 3117 Mohave Way
Jacksonville, Florida 32259

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7th day of January, 2000, by Patrick T. Murphy, as Vice President for **RSA GOLF, INC., a Florida corporation** on behalf of the corporation. He is personally known to me _____ or has produced _____ as identification.

Pamella Deane Woods
Notary Name: _____
My Commission #: _____
Commission expires: _____
(Notary Public)

 Pamella Deane Woods
Commission # 00 828332
Expires June 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Signed, sealed and delivered in the presence of:

ROYAL ST. AUGUSTINE PARCEL
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation

Richard M. Hartaway
Witness: Richard M. Hartaway
Pamella Deane Woods
Witness: Pamella Deane Woods


Patrick T. Murphy
Name: Patrick T. Murphy
Title: Vice President
Address: 3117 Mohave Way
Jacksonville, Florida 32259

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7th day of January, 2000, by Patrick T. Murphy, as Vice President for **ROYAL ST. AUGUSTINE PARCEL OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation** on behalf of the corporation. He is personally known to me _____ or has produced _____ as identification.

Pamella Deane Woods
Notary Name: _____
My Commission #: _____
Commission expires: _____
(Notary Public)

 Pamella Deane Woods
Commission # 00 828332
Expires June 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Signed, sealed and delivered in the presence of:

ROYAL ST. AUGUSTINE, L.L.C., a Florida
limited liability companyBy: Montgomery Land Company, a
Florida corporation as managing
memberWitness: Patsy A. HiteWitness: Karen M. GodfreyBy: Mitchell R. Montgomery
Mitchell R. Montgomery, President
Address: 9440 Phillips Highway
Jacksonville, Florida 32256

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7th day of January, 2000, by Mitchell R. Montgomery as President of Montgomery Land Company, a Florida corporation as managing member of ROYAL ST. AUGUSTINE, L.L.C., a Florida limited liability company on behalf of the limited liability company. He is personally known to me ✓ or has produced _____ as identification.



Karen M. Godfrey
MY COMMISSION # CC840337 EXPIRES
May 25, 2003
BONDED THRU TROY FARM INSURANCE, INC.

Karen M. Godfrey
Notary Name: _____
My Commission #: _____
Commission expires: _____
(Notary Public)

Signed, sealed and delivered in the presence of:

WALLACE R. DEVLIN, an unmarried man

Witness: Richard S. HartawayWitness: Wallace Deane WoodsWallace R. DevlinAddress: 8535 Baymeadows Road, Suite #3-153
Jacksonville, Florida, 32256

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7th day January, 2000, by WALLACE R. DEVLIN, an unmarried man. He is personally known to me ✓ or has produced _____ as identification.

Wallace Deane Woods
Notary Name: _____
My Commission #: _____
Commission expires: _____
(Notary Public)



Wallace Deane Woods
Commission # 00 828332
Expires June 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A OF 1467 P 60363

PARCEL A

A PORTION OF GOVERNMENT LOTS 10, 11, 14, AND 15, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRICAN-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 450.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°27'17" EAST ALONG SAID WESTERLY LINE 47.61 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PACIFIC STREET (A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 84°53'52" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 105.00 FEET; THENCE NORTH 05°06'08" EAST 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 655.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°27'33" EAST 60.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°11'02" WEST 427.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°02'35" WEST 78.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°54'09" WEST 451.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°22'32" WEST 173.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°50'54" WEST 104.83 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 13°11'50" WEST 106.06 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 14°33'31" WEST 26.77 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 335.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°09'54" WEST 93.60 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 64°53'19" EAST 26.77 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 40°15'40" WEST 147.04 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 229.78 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°45'06" WEST 267.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°54'09" EAST 248.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 55°27'52" EAST 261.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°50'25" EAST 35.52 FEET; THENCE SOUTH 00°11'02" EAST 206.01 FEET; THENCE NORTH 89°48'59" EAST 102.68 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 49°03'46" WEST 20.64 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00°44'14" EAST 96.21 FEET; THENCE SOUTH 38°03'06" EAST 17.26 FEET; THENCE SOUTH 00°27'17" WEST 96.92 FEET; THENCE SOUTH 89°32'43" EAST 43.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

PARCEL B

A PORTION OF GOVERNMENT LOTS 6, 11, AND 14, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 42°53'42" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 1644.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1216.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°29'11" WEST 321.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°52'33" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 30.92 FEET; THENCE NORTH 00°45'20" EAST 34.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°45'20" EAST 1623.55 FEET; THENCE SOUTH 89°14'40" EAST 105.00 FEET; THENCE SOUTH 30°53'05" EAST 45.27 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 48°34'21" EAST 95.35 FEET; THENCE SOUTH 66°15'49" EAST 51.97 FEET; THENCE SOUTH 06°04'36" WEST 55.93 FEET; THENCE SOUTH 39°20'08" EAST 31.25 FEET; THENCE SOUTH 15°51'31" WEST 14.78 FEET; THENCE SOUTH 00°45'20" WEST 954.00 FEET; THENCE SOUTH 20°14'28" EAST 110.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00°45'20" WEST 111.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°45'08" WEST 110.82 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1501.72 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 52°01'52" EAST 110.85 FEET; THENCE SOUTH 40°05'02" WEST 105.00 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1396.81 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46°24'20" EAST 171.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°53'42" EAST 207.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59°13'30" EAST 42.18 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°23'57" EAST 40.47 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 364.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 05°31'41" EAST 23.94 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 285.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12°37'57" WEST 195.91 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 84°53'24" WEST 39.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°53'42" WEST 355.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1241.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 48°49'22" WEST 256.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 54°45'01" WEST 121.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT A 081467P60365

PARCEL C

A PORTION OF GOVERNMENT LOTS 2, 3, AND 6, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 23 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AHO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), THENCE NORTH 42°33'42" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 1644.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1216.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°29'11" WEST 321.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 57°52'33" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 30.92 FEET, THENCE NORTH 00°45'20" EAST 2371.87 FEET, THENCE SOUTH 89°14'55" EAST 270.07 FEET TO THE POINT OF BEGINNING, THENCE NORTH 03°06'29" EAST 218.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 21°32'36" EAST 272.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 39°59'21" EAST 11.91 FEET, THENCE NORTH 70°24'00" WEST 123.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 21°49'38" EAST 329.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 85°56'43" EAST 161.67 FEET, THENCE SOUTH 77°02'14" EAST 70.71 FEET, THENCE NORTH 39°59'22" EAST 41.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 51°36'41" EAST 227.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 75°14'00" EAST 222.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 82°22'41" EAST 59.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 88°13'22" EAST 232.27 FEET, THENCE SOUTH 00°43'28" EAST 143.49 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHEASTERLY, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 32°45'00" EAST 27.13 FEET TO THE POINT OF INTERSECTION WITH A CURVE LEADING SOUTHERLY, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 539.30 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 04°34'21" WEST 104.15 FEET TO THE POINT OF REVERSE CURVATURE, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 36°52'32" WEST 38.03 FEET TO THE POINT OF REVERSE CURVATURE, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 70°21'59" WEST 54.70 FEET TO THE POINT OF REVERSE CURVATURE, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67°43'06" WEST 26.03 FEET, THENCE SOUTH 00°43'28" EAST 113.15 FEET, THENCE SOUTH 89°11'22" WEST 137.29 FEET, THENCE SOUTH 75°14'00" WEST 217.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 83.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 57°36'41" WEST 57.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 39°59'22" WEST 400.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 21°32'36" WEST 94.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 03°06'29" WEST 407.11 FEET, THENCE NORTH 46°53'31" WEST 115.00 FEET, THENCE NORTH 22°35'39" WEST 81.43 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 15°10'52" WEST 99.98 FEET TO THE POINT OF REVERSE CURVATURE, THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°32'06" EAST 25.91 FEET, THENCE NORTH 86°53'31" WEST 114.74 FEET TO THE POINT OF BEGINNING.

PARCEL, D

A PORTION OF GOVERNMENT LOTS 6, 7, 9, 10, AND 15, SECTION 11 TOWNSHIP 1 SOUTH, RANGE 20 EAST, 51 JOHN'S COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRICAN AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PACIFIC STREET (A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 84°53'52" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 1105.87 FEET; THENCE NORTH 00°10'34" EAST 764.19 FEET; THENCE SOUTH 89°44'06" EAST 31.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°44'06" EAST 134.18 FEET; THENCE NORTH 00°15'53" EAST 10.90 FEET; THENCE SOUTH 89°47'04" EAST 115.00 FEET; THENCE NORTH 00°15'03" EAST 389.13 FEET; THENCE NORTH 89°45'57" WEST 443.32 FEET; THENCE SOUTH 44°41'30" EAST 32.51 FEET; THENCE SOUTH 82°41'00" EAST 41.58 FEET; THENCE SOUTH 65°45'30" EAST 26.25 FEET; THENCE SOUTH 27°01'39" EAST 34.06 FEET; THENCE SOUTH 15°25'16" WEST 29.07 FEET; THENCE SOUTH 24°31'57" EAST 38.56 FEET; THENCE SOUTH 01°14'04" EAST 101.91 FEET; THENCE SOUTH 00°15'03" WEST 95.19 FEET TO THE INTERSECTION WITH A CURVE LEADING WESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 85°33'15" WEST 66.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°58'54" WEST 14.21 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 465.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 27°16'14" WEST 147.71 FEET; THENCE NORTH 16°01'06" WEST 163.15 FEET; THENCE NORTH 25°27'07" WEST 342.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 34°09'15" WEST 72.63 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 05°40'14" EAST 121.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°01'03" WEST 110.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 17°05'47" WEST 67.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°12'30" WEST 336.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 20°22'21" WEST 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°32'13" WEST 286.27 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 57°46'51" WEST 317.16 FEET; THENCE SOUTH 64°09'39" WEST 670.13 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 271.85 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 08°47'13" EAST 57.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°52'01" EAST 53.13 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 48°04'40" WEST 27.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°52'01" EAST 100.15 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18°20'38" EAST 27.39 FEET; THENCE SOUTH 14°52'01" EAST 121.66 FEET; THENCE NORTH 64°09'39" EAST 417.25 FEET; THENCE SOUTH 26°11'55" EAST 167.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°09'05" EAST 217.02 FEET; THENCE SOUTH 25°12'30" EAST 332.66 FEET; THENCE SOUTH 09°01'03" EAST 85.72 FEET; THENCE SOUTH 10°14'27" WEST 65.93 FEET; THENCE SOUTH 01°47'48" WEST 22.07 FEET; THENCE SOUTH 88°12'13" EAST 115.00 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°31'50" EAST 125.36 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 34°09'15" EAST 22.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°27'07" EAST 20.42 FEET; THENCE SOUTH 64°12'53" WEST 115.00 FEET; THENCE SOUTH 25°27'06" EAST 298.87 FEET; THENCE SOUTH 16°01'06" EAST 147.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 26°41'25" EAST 88.68 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 11°39'33" EAST 160.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°02'38" WEST 171.25 FEET; THENCE NORTH 69°18'04" WEST 51.35 FEET; THENCE SOUTH 20°41'56" WEST 110.47 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°30'56" WEST 15.24 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 58°25'58" WEST 84.06 FEET; THENCE SOUTH 20°41'56" WEST 115.19 FEET; THENCE SOUTH 69°18'04" EAST 156.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 62°22'17" EAST 358.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°02'38" EAST 437.64 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 63°24'40" EAST 39.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 68°57'50" EAST 88.66 FEET TO THE POINT OF BEGINNING.

081467P60366

EXHIBIT A

EXHIBIT A

081467P60367

PARCEL E

A PORTION OF GOVERNMENT LOTS 11 AND 14, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET A 50 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°27'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 36.43 FEET; THENCE NORTH 42°53'42" WEST 827.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 42°53'42" WEST 896.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1141.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°06'53" WEST 286.97 FEET; THENCE SOUTH 00°45'28" WEST 1521.68 FEET; THENCE SOUTH 89°42'42" EAST 320.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°31'23" EAST 310.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°14'32" WEST 59.59 FEET; THENCE NORTH 00°45'28" EAST 612.13 FEET; THENCE SOUTH 42°53'41" EAST 455.90 FEET TO AN INTERSECTION WITH A CURVE LEADING EASTERLY AND NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 70°48'22" EAST 283.95 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

PARCEL F

A PORTION OF GOVERNMENT LOTS 2, 6, AND 7, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET; THENCE NORTH 12°13'56" WEST 2341.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°38'31" EAST 151.24 FEET; THENCE SOUTH 80°21'29" EAST 40.00 FEET; THENCE NORTH 09°38'31" EAST 40.00 FEET; THENCE NORTH 80°21'29" WEST 40.00 FEET; THENCE NORTH 09°38'31" EAST 343.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 283.08 FEET, A CHORD BEARING AND DISTANCE OF NORTH 15°54'14" EAST 62.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°09'57" EAST 1220.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 368.33 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°43'14" EAST 146.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°43'28" WEST 61.74 FEET; THENCE SOUTH 71°48'30" EAST 391.53 FEET; THENCE SOUTH 14°15'39" EAST 670.57 FEET; THENCE SOUTH 04°22'27" WEST 399.78 FEET; THENCE SOUTH 69°18'01" WEST 555.02 FEET; THENCE SOUTH 53°05'07" WEST 338.09 FEET; THENCE SOUTH 41°20'49" WEST 470.46 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

A PORTION OF GOVERNMENT LOTS 2, AND 7, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET; THENCE NORTH 03°22'03" EAST 3350.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°38'55" WEST 517.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 69°01'12" EAST 78.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°18'04" EAST 517.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°01'30" WEST 246.79 FEET TO THE POINT OF BEGINNING.

PARCEL G

A PORTION OF GOVERNMENT LOT 9, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PACIFIC STREET (A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 84°53'52" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 1105.87 FEET; THENCE NORTH 00°10'34" EAST 754.19 FEET; THENCE SOUTH 89°44'06" EAST 166.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°44'06" EAST 290.66 FEET; THENCE NORTH 00°10'28" WEST 420.27 FEET; THENCE NORTH 89°45'57" WEST 175.09 FEET; THENCE SOUTH 00°15'03" WEST 389.13 FEET; THENCE NORTH 89°47'04" WEST 115.00 FEET; THENCE SOUTH 00°15'53" WEST 30.90 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

EXHIBIT A**PARCEL H**

A PORTION OF GOVERNMENT LOTS 6, AND 7, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET; THENCE NORTH 12°13'56" WEST 2341.77 FEET; THENCE NORTH 09°38'31" EAST 151.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 09°38'31" EAST 40.00 FEET; THENCE SOUTH 80°21'29" EAST 10.00 FEET; THENCE SOUTH 09°38'31" WEST 40.00 FEET; THENCE NORTH 80°21'29" WEST 40.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A**RECREATION PARCEL**

A PORTION OF GOVERNMENT LOTS 6, 10, AND 11 SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 20°40'33" WEST 1635.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°13'10" WEST 20.77 FEET; THENCE SOUTH 84°29'40" WEST 35.02 FEET; THENCE NORTH 44°57'38" WEST 3.60 FEET; THENCE NORTH 05°30'48" WEST 77.97 FEET; THENCE NORTH 86°21'01" WEST 18.67 FEET; THENCE NORTH 05°54'33" WEST 49.75 FEET; THENCE NORTH 37°09'20" EAST 69.66 FEET; THENCE NORTH 20°42'33" WEST 85.37 FEET; THENCE NORTH 03°39'42" EAST 66.44 FEET; THENCE NORTH 15°14'26" WEST 338.67 FEET; THENCE NORTH 73°53'48" EAST 23.64 FEET; THENCE NORTH 14°07'08" WEST 193.39 FEET; THENCE NORTH 34°41'31" WEST 35.63 FEET; THENCE SOUTH 74°41'28" WEST 7.16 FEET; THENCE NORTH 15°18'32" WEST 30.82 FEET; THENCE NORTH 73°41'40" EAST 239.87 FEET; THENCE SOUTH 88°17'22" EAST 52.85 FEET; THENCE SOUTH 14°52'01" EAST 671.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 285.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 27°31'25" WEST 384.77 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 364.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 66°46'22" WEST 39.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT A 0R1467P60372

PARCEL J

A PORTION OF GOVERNMENT LOTS 2, 6, 7, 10, 11, 14, AND 15, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, 51 JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 42°53'42" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 1644.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1216.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°29'11" WEST 321.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°52'33" WEST 30.92 FEET; THENCE NORTH 00°45'20" EAST 34.85 FEET; THENCE SOUTH 54°45'01" EAST 121.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1241.81 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 48°49'22" EAST 256.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°53'42" EAST 355.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 84°53'24" EAST 39.52 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 285.82 FEET, A CHORD BEARING AND DISTANCE OF NORTH 12°37'57" EAST 195.91 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 364.59 FEET, A CHORD BEARING AND DISTANCE OF NORTH 31°15'09" EAST 455.54 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 285.36 FEET, A CHORD BEARING AND DISTANCE OF NORTH 27°31'25" EAST 384.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°52'01" WEST 784.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 366.88 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°36'45" WEST 155.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°38'31" EAST 534.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 368.08 FEET, A CHORD BEARING AND DISTANCE OF NORTH 15°54'14" EAST 80.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°09'57" EAST 1072.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 639.30 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°43'14" EAST 253.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°43'28" WEST 225.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45°43'28" WEST 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT OF TANGENCY LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°16'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 160.00 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 44°16'32" WEST 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°43'28" EAST 225.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 368.33 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 10°43'14" WEST 146.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°09'57" WEST 1220.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 288.08 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°54'14" WEST 62.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°38'31" WEST 534.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 286.88 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 02°36'45" EAST 121.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°52'01" EAST 784.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 365.38 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 27°31'25" WEST 492.64 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 284.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 31°15'09" WEST 355.58 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 365.82 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°03'40" WEST 279.64 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 02°40'54" EAST 32.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°53'42" EAST 1129.86 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET; THENCE SOUTH 00°27'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 36.42 FEET TO THE POINT OF BEGINNING.

EXHIBIT A 0R1467PG0373

PARCEL K

A PORTION OF GOVERNMENT LOTS 14 AND 15, SECTION 11, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET A 50 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°27'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 36.43 FEET; THENCE NORTH 42°53'41" WEST 1724.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1141.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°06'53" WEST 286.97 FEET; THENCE NORTH 00°45'28" EAST 29.33 FEET TO THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1166.81 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°29'43" EAST 308.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42°53'42" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 1697.71 FEET TO THE POINT OF BEGINNING.

PARCEL 11

DR1467PG0374

A PORTION OF GOVERNMENT LOTS 2, 5, AND 7, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET; THENCE NORTH 12°13'56" WEST 2341.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°20'49" EAST 470.46 FEET; THENCE NORTH 53°05'07" EAST 338.09 FEET; THENCE NORTH 69°18'01" EAST 555.02 FEET; THENCE NORTH 04°22'27" EAST 399.78 FEET; THENCE NORTH 14°15'39" WEST 670.57 FEET; THENCE NORTH 71°48'30" WEST 391.53 FEET; THENCE NORTH 00°43'28" EAST 163.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 44°16'32" EAST 35.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°16'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 414.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5629.65 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°35'30" EAST 188.28 FEET; THENCE SOUTH 00°20'24" WEST 1086.32 FEET TO THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTH 89°51'20" EAST ALONG SAID SOUTHERLY LINE 154.79 FEET TO THE EASTERLY LINE OF SAID GOVERNMENT LOT 7; THENCE SOUTH 00°18'10" WEST ALONG SAID EASTERLY LINE 1337.91 FEET; THENCE SOUTH 00°12'36" WEST ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 10, 893.38 FEET; THENCE SOUTH 89°45'57" EAST 82.10 FEET; THENCE SOUTH 44°41'30" EAST 32.51 FEET; THENCE SOUTH 82°41'00" EAST 41.58 FEET; THENCE SOUTH 65°45'30" EAST 26.25 FEET; THENCE SOUTH 22°01'39" EAST 34.06 FEET; THENCE SOUTH 15°25'16" WEST 29.07 FEET; THENCE SOUTH 01°14'04" EAST 101.91 FEET; THENCE SOUTH 00°15'03" WEST 95.19 FEET TO AN INTERSECTION WITH A CURVE LEADING WESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 85°53'15" WEST 86.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°58'54" WEST 14.21 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 27°16'14" WEST 147.71 FEET; THENCE NORTH 16°01'06" WEST 163.15 FEET; THENCE NORTH 25°27'07" WEST 342.39 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 34°09'15" WEST 72.63 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 05°40'14" EAST 121.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°01'03" WEST 110.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 17°06'47" WEST 67.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°12'30" WEST 336.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 20°22'21" WEST 64.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°32'13" WEST 286.27 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY AND WESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 57°46'51" WEST 317.16 FEET; THENCE SOUTH 64°09'39" WEST 670.13 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 271.88 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 08°47'13" EAST 57.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°52'01" EAST 53.13 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 48°04'40" WEST 27.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°52'01" WEST 30.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 286.88 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°36'45" WEST 121.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

EXHIBIT A 0R1467PG0375

PARCEL 12

A PORTION OF GOVERNMENT LOTS 2, AND 7, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET; THENCE NORTH 03°22'03" EAST 3350.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°38'55" WEST 517.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 69°01'12" EAST 78.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°18'04" EAST 517.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°01'30" WEST 246.79 FEET TO THE POINT OF BEGINNING.

PARCEL 13

A PORTION OF GOVERNMENT LOTS 2, 3, 8, 7, 10, 11, AND 14, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHN'S COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRICAN-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 42°53'42" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 1644.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1216.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°29'11" WEST 321.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°52'33" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 30.92 FEET; THENCE NORTH 00°45'20" EAST 1658.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°45'20" EAST 1796.60 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89°18'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1312.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45°43'28" EAST 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°43'28" EAST 225.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 639.30 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 00°25'00" EAST 6.87 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 32°45'00" WEST 27.13 FEET; THENCE NORTH 00°43'28" WEST 143.49 FEET; THENCE SOUTH 89°31'22" WEST 232.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 82°22'41" WEST 59.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°14'00" WEST 222.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 375.60 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 57°36'41" WEST 227.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°59'22" WEST 41.81 FEET; THENCE NORTH 77°02'44" WEST 70.73 FEET; THENCE NORTH 65°56'43" WEST 181.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 21°49'38" WEST 329.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°24'00" EAST 123.40 FEET; THENCE SOUTH 39°59'21" WEST 11.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 21°32'56" WEST 272.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°06'29" WEST 218.83 FEET; THENCE SOUTH 86°53'31" EAST 114.74 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 42°32'06" WEST 25.87 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°10'52" EAST 99.08 FEET; THENCE SOUTH 22°35'39" EAST 81.43 FEET; THENCE SOUTH 86°53'31" EAST 115.00 FEET; THENCE NORTH 03°06'29" EAST 407.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 21°32'56" EAST 94.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°59'22" EAST 400.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 95.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 57°36'41" EAST 57.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°14'00" EAST 217.87 FEET; THENCE NORTH 89°31'22" EAST 137.29 FEET; THENCE NORTH 00°43'28" WEST 113.15 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°43'06" EAST 26.03 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 70°21'39" EAST 54.70 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 36°52'32" EAST 36.05 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 639.30 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°42'35" WEST 143.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°09'57" WEST 1072.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 368.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 15°34'14" WEST 80.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°38'31" EAST 534.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 366.88 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 02°36'45" EAST 155.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°32'01" EAST 112.21 FEET; THENCE NORTH 88°17'22" WEST 52.85 FEET; THENCE SOUTH 73°41'40" WEST 239.87 FEET; THENCE SOUTH 15°18'32" EAST 30.82 FEET; THENCE NORTH 74°41'28" EAST 7.16 FEET; THENCE SOUTH 34°41'31" EAST 35.69 FEET; THENCE SOUTH 14°07'08" EAST 193.39 FEET; THENCE SOUTH 73°53'48" WEST 23.84 FEET; THENCE SOUTH 15°14'28" EAST 338.87 FEET; THENCE SOUTH 03°39'42" WEST 68.44 FEET; THENCE SOUTH 20°42'33" EAST 85.37 FEET; THENCE SOUTH 07°09'20" WEST 69.66 FEET; THENCE SOUTH 05°54'33" EAST 49.75 FEET; THENCE SOUTH 86°21'01" EAST 18.67 FEET; THENCE SOUTH 05°30'48" EAST 77.97 FEET; THENCE SOUTH 44°57'38" EAST 3.60 FEET; THENCE NORTH 84°29'40" EAST 35.02 FEET; THENCE SOUTH 17°13'10" EAST 20.77 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 364.59 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 28°59'32" WEST 403.84 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 50°23'57" WEST 40.47 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°13'30" WEST 42.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°53'42" WEST 207.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1395.81 FEET, A CHORD BEARING AND DISTANCE OF NORTH 48°24'20" WEST 171.08 FEET; THENCE NORTH 42°53'42" EAST 105.00 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1501.72 FEET, A CHORD BEARING AND DISTANCE OF NORTH 52°11'52" WEST 110.85 FEET; THENCE NORTH 21°45'08" EAST 110.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 155.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°45'20" EAST 111.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°14'28" WEST 110.82 FEET; THENCE NORTH 00°45'20" EAST 854.00 FEET; THENCE NORTH 15°51'31" EAST 14.78 FEET; THENCE NORTH 39°20'28" WEST 31.25 FEET; THENCE NORTH 08°04'36" EAST 55.83 FEET; THENCE NORTH 65°15'49" WEST 51.97 FEET TO AN INTERSECTION WITH A CURVE LEADING WESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 46°34'21" WEST 83.35 FEET; THENCE NORTH 30°53'05" WEST 45.27 FEET; THENCE NORTH 89°14'40" WEST 105.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

0R1467PG0377

PARCEL 14

A PORTION OF GOVERNMENT LOTS 6, 7, 10, AND 15, SECTION 11 TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CLAY STREET, AS SHOWN ON THE PLAT OF THE AFRO-AMERICAN SUBDIVISION AS RECORDED IN MAP BOOK 4, PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUR MILE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°27'17" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 498.25 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PACIFIC STREET (A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT); THENCE SOUTH 84°53'52" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 105.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 05°06'08" EAST 126.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 655.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 02°27'33" EAST 60.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°11'02" WEST 427.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°02'35" WEST 78.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°54'09" WEST 451.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 42°22'32" WEST 175.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°50'54" WEST 104.83 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHWESTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 13°11'50" WEST 106.09 FEET TO AN INTERSECTION WITH A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 14°33'31" WEST 26.77 FEET TO THE POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 365.36 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00°28'10" EAST 205.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°52'01" WEST 653.75 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 10°20'38" EAST 27.39 FEET; THENCE SOUTH 14°52'01" EAST 121.66 FEET; THENCE NORTH 64°09'39" EAST 417.25 FEET; THENCE SOUTH 26°01'55" EAST 167.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°09'05" EAST 217.02 FEET; THENCE SOUTH 25°12'30" EAST 332.66 FEET; THENCE SOUTH 09°01'03" EAST 85.72 FEET; THENCE SOUTH 10°14'27" WEST 65.93 FEET; THENCE SOUTH 01°47'48" WEST 22.07 FEET; THENCE SOUTH 88°12'13" EAST 115.00 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20°31'50" EAST 125.36 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 34°09'15" EAST 22.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°27'07" EAST 20.42 FEET; THENCE SOUTH 64°32'53" EAST 115.00 FEET; THENCE SOUTH 25°27'06" EAST 298.95 FEET; THENCE SOUTH 16°01'06" EAST 148.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 26°41'25" EAST 88.89 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 11°39'33" EAST 160.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°02'38" WEST 171.25 FEET; THENCE NORTH 69°18'04" WEST 51.35 FEET; THENCE SOUTH 20°41'56" WEST 110.47 FEET TO AN INTERSECTION OF A CURVE LEADING NORTHERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 16°30'56" WEST 15.24 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 58°25'58" WEST 84.06 FEET; THENCE SOUTH 20°41'56" WEST 115.19 FEET; THENCE SOUTH 69°18'04" EAST 156.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 62°22'17" EAST 358.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°02'38" EAST 437.64 FEET TO AN INTERSECTION WITH A CURVE LEADING SOUTHEASTERLY; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 63°24'40" EAST 39.37 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG AND AROUND THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 68°57'50" EAST 88.66 FEET; THENCE NORTH 89°44'06" WEST 31.88 FEET; THENCE SOUTH 00°10'34" WEST 764.19 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF PACIFIC STREET, THENCE NORTH 84°53'52" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 1000.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

2
6
Prepared by and Reflected to:
Richard G. Hathaway, P.A.
10151 Deerwood Park Boulevard
Building 100, Suite 250
Jacksonville, FL 32256

Public Records of
St. Johns County, FL
Clerk# 00-025207
O.R. 1503 PG 851
03:58PM 06/13/2000
REC \$25.00 SUR \$3.50

FIRST AMENDMENT TO MASTER DECLARATION

This **FIRST AMENDMENT TO MASTER DECLARATION**, dated effective June 6, 2000, is by and between **RSA GOLF, INC.** ("RSA Golf"), a Florida corporation; **ROYAL ST. AUGUSTINE PARCEL OWNERS ASSOCIATION, INC.** ("Association"), a Florida not-for-profit corporation; **ROYAL ST. AUGUSTINE, L.L.C.** ("RSALLC"), a Florida limited liability company; and **FLORIDA APARTMENT CLUB ST. AUGUSTINE LIMITED PARTNERSHIP** ("FACSALP"), a Delaware limited partnership and the successor in interest of **WALLACE R. DEVLIN**.

RECITALS

- 10122 - Greenberg Traurig
(12/21/00)
1201 E. Green Ave
Jacksonville, FL 32202
- A. On January 7, 2000, the parties hereto, or in the case of FACSALP, its predecessor in interest, subjected certain property (such property being specifically defined in the Declaration and referred to both there and here as the "Property") to the Declaration of Master Covenants and Restrictions for St. Augustine (the "Declaration") recorded in Official Records Book 1467, Page 348 of the St. Johns County public records.
 - B. The "Property" is comprised of Parcels A through K, plus a "Recreation Parcel", all as described in the Declaration's EXHIBIT "A" as recorded in Official Records Book 1467, pages 363 through 379 of the St. Johns County, Florida public records.
 - C. Pursuant to the Declaration, the parties created certain easements over portions of each other's Parcels for their mutual use, enjoyment and benefit, all as specifically described in the Declaration.
 - D. Upon further reflection, the parties wish to create additional easements for storm water drainage and vehicular and pedestrian ingress and egress as described below.

NOW, THEREFORE, in consideration of these premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Declaration as follows.

1. **Defined Terms.** Except as otherwise indicated herein, defined terms have the meanings ascribed to them in the Declaration.
2. **Storm Water Drainage Easements.**

(a) The Master Drainage System (as defined in the Declaration) and the licenses, consents and approvals relating thereto, as they presently exist or are hereafter modified or amended (collectively, the "Drainage Permits"), as issued by the Florida Department of Environmental Protection, the St. Johns River Storm Water Management District, the United States Army Corps of Engineers and other governmental bodies or agencies having jurisdiction over the Master Drainage System contemplate that storm water drainage shall be collected, conveyed, stored, absorbed, inhibited, treated, used, reused, retained and/or detained in, over, under or through certain portions of the Property (as such areas presently exist or are hereafter modified or amended pursuant to the Drainage Permits, collectively the "Drainage Areas").

(b) The Drainage Areas are located throughout the Property on various portions of the Parcels owned by the parties hereto.

(c) Each party hereby grants unto each of the other parties a storm water drainage easement over those Drainage Areas now or hereafter located on its Parcel(s) for surface and underground storm water drainage, but only to the extent and in the manner contemplated in the Drainage Permits.

(d) The storm water easements created hereby:

(i) are non-exclusive;

(ii) are perpetual;

(iii) are limited in purpose to allow use and enjoyment only to extent contemplated in the Drainage Permits; and

(iv) allow each party to use the Drainage Areas located on its Parcel(s) for any and all purposes and uses not inconsistent with the drainage easements created hereby.

3. **Ingress and Egress Easements.**

(a) The parties recognize and acknowledge (i) that each will improve its Parcel(s) with roads, access ways, rights of way, trails, bike paths, jogging trails and/or other access ways intended for vehicular or pedestrian ingress and egress (hereinafter collectively referred to as the "Access Ways") and (ii) that Parcel J of the Property will be improved as Royal St. Augustine Parkway which shall provide both access and sewer, water, telephone and other utilities to the other Parcels of the Property.

(b) The parties hereto hereby create ingress and egress easements as follows:

(i) the Association, as the owner of Parcel J hereby grants unto RSA Golf, RSALLC and FACSALP, and their respective successors and assigns, an easement for vehicular and pedestrian ingress and egress over those portions of Parcel J of the Property now or hereafter improved as a paved road.

(ii) the Association, RSALLC and FACSALP hereby grant unto RSA Golf an easement for ingress and egress for golf carts, golf course maintenance equipment and pedestrian traffic upon any Access Ways now or hereafter located upon any of the granting parties' Parcel(s).

(c) The ingress and egress easements created hereby:

- (i) are non-exclusive;
- (ii) are perpetual;
- (iii) are limited for vehicular and pedestrian ingress and egress only; and
- (iv) allow each party to use its Parcel for any and all other purposes and uses not inconsistent with the ingress and egress easements created hereby.

4. **Miscellaneous.** Except as amended hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed effective June 6, 2000.

Signed, sealed and delivered
in the presence of:

Richard G. Hathaway
Witness: Richard G. Hathaway

Annelle D. Woods
Witness: Annelle D. Woods

RSA GOLF INC., a Florida corporation

Name: Patrick T. Murphy

Title: Vice President

Address: 3117 Mohave Way

Jacksonville, Florida 32259

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8th day of June, 2000, by Patrick T. Murphy, as Vice President for RSA GOLF, INC., a Florida corporation on behalf of the corporation. He is personally known to me ☒ or has produced _____ as identification.

Notary Name: _____

My Commission #: _____

Commission expires: _____

(Notary Public) _____



Richard G. Hathaway
MY COMMISSION & CORPORATE EXPIRES
December 8, 2000
FORGED THERE TROY PAIN INSURANCE, INC.

0R1503PG0854

Signed, sealed and delivered
in the presence of:

ROYAL ST. AUGUSTINE PARCEL
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation

Witness: Richard G. Hathaway

Witness: Samatha Deane Woods

Name: Patrick T. Murphy

Title: President

Address: 3117 Mohave Way
Jacksonville, Florida 32259

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8th day of June, 2000, by Patrick T. Murphy, as President for ROYAL ST. AUGUSTINE PARCEL OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me ✓ and has produced _____ as identification.

Notary Name: _____

My Commission #: _____

Commission expires: _____

(Notary Public)



RICHARD G. HATHAWAY
MY COMMISSION # 00005406 EXPIRES:
December 8, 2000
SIGNED TRUE COPY FATH. PER. 10/1/00

Signed, sealed and delivered
in the presence of:

0R1503PG0855

**ROYAL ST. AUGUSTINE, L.L.C., a
Florida limited liability company**

By: Montgomery Land Company, a Florida
corporation as managing member

By: *[Signature]*
Name: Mitchell R. Montgomery, President
Address: 9440 Phillips Highway
Jacksonville, Florida 32256

Elsa B. Murphy
Witness: *Elsa B. Murphy*

Patsy A. Hite
Witness: *Patsy A. Hite*

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of June, 2000, by Mitchell R. Montgomery as President of Montgomery Land Company, a Florida corporation as managing member of **ROYAL ST. AUGUSTINE, L.L.C., a Florida limited liability company** on behalf of the limited liability company. He is personally known to me ✓ or has produced _____ identification.

Elsa B. Murphy
Notary Name: *Elsa B. Murphy*
My Commission #: *CC 709167*
Commission expires: *2-9-02*
(Notary Public)



OFFICIAL SEAL
ELSA B. MURPHY
Notary Public - State of Florida
Commission No. CC 709167
My Commission Expires Feb. 9, 2002

061503PG0856

Signed, sealed and delivered
in the presence of:

**FLORIDA APARTMENT CLUB ST.
AUGUSTINE LIMITED PARTNERSHIP,
a Delaware limited partnership**

BY: THE FLORIDA APARTMENT CLUB,
INC., a Florida corporation, its General
partner

Cecilia Horta
Witness: Cecilia Horta
Richard Liss
Witness: Richard Liss

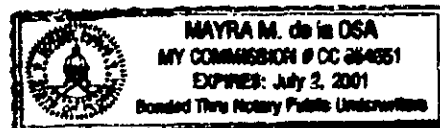
Luis Lamar
BY: Luis Lamar
Title: Vice President
Address: 848 Brickell Avenue, Suite 810
Miami, FL 33131

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 8th day June, 2000, by Luis Lamar, as Vice President of The Florida Apartment Club, Inc., a Florida corporation, general partner of FLORIDA APARTMENT CLUB ST. AUGUSTINE LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the corporation. He is personally known to me ✓ or has produced _____ as identification.

Mayra M. de la Osa
Notary Name: MAYRA M. de la Osa
My Commission #: CL 654551
Commission expires: 7/3/2001
(Notary Public)



AMENDED AND RESTATED
BYLAWS
OF
ROYAL ST. AUGUSTINE LOT OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Royal St. Augustine – Single Family Lots, as recorded in Official Records Book 1579, Page 131, of the Current Public Records of St. Johns County, Florida on or about March 22, 2001, together with its amendments thereto (hereinafter referred to as the “Declaration”), and in the Amended Articles of Incorporation of the Association, as recorded in Official Public Records Book 3783, Page 608, of the Current Public records of St. Johns County, Florida on or about August 30, 2013 (hereinafter referred to as the “Articles of Incorporation” or the “Amended Articles of Incorporation”), shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation. This Amended and Restated Bylaws of Royal St. Augustine Lot Owners Association, Inc. shall hereinafter be referred to as the “Bylaws”.

II. LOCATION OF PRINCIPAL OFFICE AND REGISTERED AGENT.

The principal office of the Royal St. Augustine Lot Owners Association, Inc. (hereinafter referred to as the “Association”) shall be at 1106 U.S. Highway A1A North, Suite #201-A, Ponte Vedra Beach, Florida 32082, or at such other place as may be established by the Board of Directors of the Association from time to time. The Registered Agent for the Association is James W. Hart, Jr., President, Sentry Management, Inc., 2180 West State Road 434, Suite 5000, Longwood, Florida 32779. Both the principal office and the registered agent may be changed from time to as provided by law.

III. ASSOCIATION PURPOSES AND POWERS.

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in St. Johns County, Florida, which is described in and made subject to the provisions of the Declaration, as amended from time to time and any additions to such lands as hereafter may be brought within the Association’s jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

A. Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all provisions of the Declaration pertaining to the Association in its own name, including without limitation, enforcement of the provisions relating to the operation and maintenance of the Surface Water or Stormwater Management System.

B. Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with the Association’s affairs.

C. Adopt budgets and levy, collect, and enforce by any lawful procedure all charges, costs or assessments established by, or pursuant to, the Declaration, including adequate assessment of fees for the costs of operating and maintaining the Property and the Surface Water

or Stormwater Management System and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third party providers.

D. Use the proceeds collected from assessments, costs and charges to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs, including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

E. Provide general grounds maintenance to maintain, manage, repair, replace, clean, clear, trim, remove weeds & debris, and to operate and manage all of the Common Areas and Common Maintenance Areas, including but not limited to portions of the streets, curbs and sidewalks, and street right-of-ways. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System and all associated facilities in a manner consistent with the requirements of the permits and rules issued by the St. Johns Water Management District applicable to the Property and shall assist in the enforcement of the provisions of the Declaration that relate to maintenance of the Surface Water or Stormwater Management System.

F. Reconstruct improvements after casualty and construct further improvements to the Common Areas.

G. Borrow money and, with the approval of a majority of the members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

H. Participate in mergers or consolidations with other nonprofit corporations organized for similar purposes with approval of a majority of members.

I. From time to time, adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Areas, and enforce any and all covenants and agreements contained in the Declaration consistent with the rights and duties established by the Declaration.

J. Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration, including without limitation, contracting for utility, telecommunications, internet, and security services.

K. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, the Articles of Incorporation, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

IV. MEMBERSHIP AND VOTING RIGHTS.

A. Every person or entity who from time to time holds the record fee simple title, or any undivided fee simple interest of record, to any Lot within the Property is a member of this Association (the "Members") as provided in the Articles of Incorporation of the Association, provided that any such person or entity who holds such interest in a Lot within the Property only as security for the performance of an obligation shall not be a Member. An Owner of more than

one Lot is entitled to membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of record title to such Lot.

B. Members shall have voting rights as set forth in Article VI of the Articles of Incorporation and shall have one vote for each Lot owned, unless the member is 90 days or more delinquent in any monetary obligation owed the Association and the member's voting rights have been suspended. If more than one person owns a record fee simple interest in any Lot, all such persons are members, although there is only one vote for such Lot and no fractional votes are permitted. The vote may be exercised as the Owners determine among themselves and if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing.

V. MEETINGS OF MEMBERS.

A. The Annual Meeting of the Association membership shall be held in the month of April each year, or at such other date, time and place as the Board of Directors determines. Business transacted at the Annual Meeting shall include the election of directors.

B. Special Meetings of the Members may be called at any time by the President of the Board of Directors, a majority of the Board of Directors, or upon the written request of the members in good standing with the Association who are entitled to cast one-sixth (1/6) of the votes of the membership.

C. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, and shall specify the place, day, and hour of the meeting and its purpose. Meetings may be held at such places as may be designated by the Board of Directors. Notice may be given to the Members either personally or by sending a copy of the notice through the mail, postage paid, to the member's address appearing on the books of the Association. Each Member shall be responsible for registering the address with the Association to which all official mail and other communication should be addressed. Notice of the Annual Meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other regular or special members meeting shall be mailed at least fourteen (14) days in advance. Notices shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided, notice shall be given or sent as therein provided. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested in writing that the Association give notice to such co-owner and furnished the Association with the address to which such notice shall be mailed.

D. A Proof of Notice Affidavit signed by the person or persons actually giving notice of any meeting is conclusive as to the regularity of any notice with respect to any person absent actual knowledge of any defect in the notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special members meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in the notice unless the member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

E. Quorum. The presence at the meeting of Members entitled to cast, or of valid proxies entitled to cast, one-tenth (1/10) of the total eligible votes shall constitute a quorum for any

action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Members whose voting rights have been suspended by the association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action. If such quorum is not present or represented at any members meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

F. Proxies. At all meetings of Members (except for director elections), each Member may vote in person or by proxy. All proxies shall be in writing, shall state the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy and filed with the Secretary. Members may be asked to complete and vote by proxy even though the Member is physically present at the meeting to provide documentation of member votes for selected transactions. Every proxy shall be revocable, shall automatically cease upon conveyance by the Member of title to the Member's Lot, and a proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and all proxies shall be revocable at any time at the pleasure of the Member who executes same and may include powers of substitution. No person shall be permitted to vote more than five (5) eligible proxies at a meeting.

G. Secret Ballots. For elections of the Board of Directors, the Members who are eligible to vote shall cast their votes for the candidate(s) of their choice on a secret written ballot that each Member personally casts.

H. Eligible Voters. A list of the members who are eligible to cast a vote on matters to be voted on by members at any regular or special members meeting shall be kept on file at the Association's office and be available at the time and place of the meeting for inspection. Every act and decision done or made by a majority of the members present or represented by a proxy at a meeting duly called at which a quorum is present is the act of the membership, except where higher voting requirements are established by applicable provisions of the Articles of Incorporation or Declaration.

VI. ASSOCIATION RECORDS.

The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- A. Copies of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility or other property that the Association is obligated to maintain, repair, or replace.
- B. A copy of the Declaration and a copy of each amendment thereto.
- C. A copy of the Articles of Incorporation and a copy of each amendment thereto.
- D. A copy of these Bylaws and of each amendment thereto.
- E. A copy of the current Rules & Regulations of the Association.

- F. The minutes of all meetings of the Board of Directors and the Members which must be maintained for at least seven (7) years..
- G. A current Roster of all Members and their mailing addresses and Lot identification.
- H. All of the Association's insurance policies which must be retained for at least seven (7) years.
- I. A current copy of all contracts to which the Association is a party. Bids and proposals received by the Association for work to be performed must be kept for a period of one (1) year.
- J. The financial and accounting records of the Association, kept according to good accounting practices which must be maintained for a period of at least seven (7) years. The financial and accounting records must include: accurate, itemized, and detailed records of all receipts and expenditures.
- K. A current account and a periodic statement of the account for each member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- L. All tax returns, financial statements, and financial reports of the Association, and any other records that identify, measure, record, or communicate financial information.

All official records of the Association shall be made available for inspection or photocopying within 45 miles of the community or within the county in which the association is located by Members or their authorized agents at reasonable times within ten (10) business days after receipt of a written request specifying the records the Member wishes to access. Records may also be made available to Owners electronically via the internet or in electronic format on a computer screen or printed upon request at the association's office for charges permitted by law to cover reproduction costs. In lieu of printed copies of desired official records, Members or their authorized representatives may use a portable device, such as smartphone, scanner, or other technology to obtain copies of records at no charge.

VII. BOARD OF DIRECTORS.

A. The Association's Board of Directors has the power, authority and obligation to exercise for and on behalf of the Association all powers, duties, and privileges vested in, or delegated to, the Association and not reserved to its membership by any provision of these Bylaws, the Articles of Incorporation, or the Declaration. The Association consists of five (5) sub-divisions (Blackmoor Gate, Keswick, Lymington, Oxford, and Stockbridge) identified as Parcels "A thru E" in Exhibit A of the Declaration. The Board of Directors consists of five (5) Directors who are elected or appointed in accordance with these Bylaws to represent each of the sub-divisions (one Director from each sub-division parcel with one (1) representative vote each). Each sub-division representative Director must be an Owner of Record and maintain their primary residence within the sub-division represented. Directors serve 2-year staggered terms.

B. Each Director must perform all duties as a Director in good faith, in a manner the Director believes is in the best interest of the Association and without prejudice of a personal agenda, and with such care as an ordinarily prudent person in a similar position would exercise

under similar circumstances. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing that he or she has read the Association's Declaration, Articles of Incorporation, Bylaws, and current written rules, regulations and policies and that he or she will work to uphold such documents and policies to the best of their ability, and that they will faithfully discharge their fiduciary responsibility to the Association and its members.

C. Directors serve without compensation; however, any Director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties. No Association Officer or Director may solicit or accept any good or service of value for which the Officer or Director has not paid just consideration for his or her benefit or for the benefit of a member of their family from any person or entity providing or proposing to provide goods or services to the Association.

D. Board Vacancy. Any vacancy of a sub-division Director representative occurring on the Board because of death, resignation, member removal (recall), or is otherwise unable to serve, shall be filled by election by the membership or by appointment of a duly qualified successor by the Board as determined by a majority of the remaining members of the Board, even if less than a quorum, provided that the Director elected or appointed to fill the vacancy is an Owner of Record and who maintains their primary residence within the same sub-division as his/her predecessor. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his/her predecessor in office. Any Director may be removed with or without cause at any members meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

VIII. ELECTION OF DIRECTORS.

A. Notice. Initial Notice of the Annual Members Meeting and Election shall be given to the Members by mail to the address provided by each Member to the Association for receipt of official Association communication at least forty-five (45) days prior to the date established by the Board of Directors for the Annual Meeting and Election. The initial Notice shall contain the identification of the representative sub-division seats for which Board service terms will expire, and "Candidate Intent" forms and instructions for completion and submission by Members qualified and willing to be candidates for election to the Board of Directors. A second Notice of the Annual Members Meeting and Election shall be mailed to all Members not less than fourteen (14) days prior to the meeting and election containing the secret ballot and instructions for its completion and submission. The Ballots shall be opened and tallied at the meeting.

B. Secret Ballots. All elections to the Board shall be made on written secret ballots mailed to Members not less than fourteen (14) days prior to the date fixed for the Annual Meeting and Election. The ballots shall identify the respective sub-divisions and the names of the eligible candidates from the respective sub-divisions for which vacant or expiring terms for seats on the Board exist. If more than one qualified candidate exists for a specific Board seat, the candidate receiving a plurality of votes cast by members qualified to vote shall be elected; if only one qualified candidate exists for a specific Board seat, that candidate shall be automatically elected. The regular term of each Director so elected at each annual election shall be for two (2) years and shall expire at the second annual election following their election.

C. No Director can represent more than one sub-division concurrently. Any Owner of Record who owns more than one Lot within the Association and who desires to serve on the Board must declare which Lot is their primary residence and the sub-division in which that Lot is

located. Any Director who is delinquent ninety (90) days or more in any monetary obligation due the Association and/or who has been suspended for failing to comply with provisions in the governing documents or the law shall be considered to have vacated their seat on the Board and the resulting vacancy shall be filled in the manner prescribed in this paragraph.

D. Board Terms. There shall be no cumulative voting permitted for any election. Members elected to the Board of Directors shall be deemed elected as of the date of the Annual Members Meeting and Election, and any incumbent Director who remains eligible and qualified to serve on the Board may stand for re-election and if elected, may serve another 2-year term.

IX. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. POWERS. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all Officers, Committee Members, Agents and Employees of the Association; and to prescribe their duties and fix their compensation.
3. To establish, levy and assess, and collect charges, and annual assessments and any special assessments necessary to operate the Association and carry on its activities, and to create and fund such reserves as may be deemed appropriate by the Board of Directors.
4. To collect charges, annual assessments and any special assessments on behalf of any other property owners association entitled to establish, levy and collect assessments and charges from the Members of that association.
5. To appoint committees and define their duties and responsibilities, to adopt and publish Rules and Regulations from time to time governing the use of the Common Areas or any portion thereof, and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts with independent contractors, association employees, management agents, and other such parties for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
7. To cause the financial records of the Association to be assembled, compiled, reviewed or audited by an independent certified public accountant at such periodic intervals as the Board may determine or the law requires.
8. To fill vacancies on the Board of Directors pursuant to these Bylaws.
9. To enforce compliance with any restrictions or requirements set forth in the Declaration, the Articles of Incorporation, these Bylaws or published Rules and Regulations by a Member or his family members, tenants, guests, contractors, agents or invitees; to require any member to make restitution to the Association for any loss or costs resulting from any violation; and/or to impose and collect reasonable fines as for assessments for covenant violations; and/or to suspend the voting rights and privileges of a Member or a Member's family members, tenants, guests or invitees, or both, to use the Common Areas.
10. To exercise for and on behalf of the Association all powers, duties and privileges vested in, or delegated to, the Association and not reserved to its

membership by any provision of these Bylaws, the Articles of Incorporation, or the Declaration.

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

1. To cause to be kept a complete record of all its acts and corporate affairs, including minutes of all meetings, to make such records available for inspection by any Member or his/her authorized representative, to present a statement thereof to the members at the annual meeting of the Members.
2. To supervise all Officers, Agents and Employees of the Association and to see that their duties are performed properly.
3. To issue, or authorize its managing agent to issue, upon demand by any Member, a certificate setting forth whether or not any assessment or other charge has been paid, giving evidence thereof for a reasonable charge made by the Association or by its authorized agent.
4. To designate depositories for association funds and to designate those officers, agents and/or employees who shall have authority to make deposits and withdraw funds from such accounts on behalf of the Association and to provide fidelity bonding for all persons who control the Association's funds.
5. To send written notice of each assessment to each Owner as provided in the Declaration.
6. To prepare the proposed annual budget and approve the annual budget, setting forth the frequency of assessment payments and the date or dates that assessments shall be due and any penalties to be applied for assessments that remain unpaid and provide annual budget and Owner assessment information to Owners at least thirty (30) days in advance of the initial due date.
7. To fix general assessments, special assessments, and any other charges, costs or fees at an amount sufficient to meet the financial obligations of the Association imposed by the Declaration or by law.
8. To foreclose a lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
9. To cause the Common Property and the Surface Water or Stormwater Management System to be maintained in accordance with the Declaration and to assure that all obligations of the Association contained in permits assigned to the Association are maintained in accordance with their terms.
10. To procure and maintain adequate liability and hazard insurance on the Common Property as required by the Declaration, and such other policies of insurance as the Board of Directors deems necessary or prudent or as may be required or permitted by the Declaration.
11. To exercise architectural review, or to designate a committee and set its functional duties, responsibilities and guidelines therefor, to review all architectural improvements requests and application materials, other than the Initial Developer-Installed Improvements, in the manner set forth in the Declaration and by law.
12. To prepare and maintain a roster of Owners and Lots and the assessments and charges applicable thereto.

13. To cause the Association's financial records and statements to be kept in accordance with generally accepted accounting standards, and to cause the Association's tax returns and annual financial report to be prepared, filed and made available to Members as required by law.

X. DIRECTORS MEETINGS.

A. Annual Directors' Organizational Meeting. The annual organizational meeting of the Board of Directors is typically convened in conjunction with and following the adjournment of the Annual Members Meeting and Election, but not more than ten (10) days after the Annual Members Meeting. The newly elected Directors shall meet for purposes of organization, the election of officers (President, Vice President, Secretary, Treasurer), and the transaction of other business that may be appropriate. All Officers shall hold office for a term of one (1) year and are elected by the Directors which, if necessary, is the only occasion when Directors may vote by secret ballot. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing that he/she has read the Association's Declaration, Articles of Incorporation, Bylaws, and current written Rules, Regulations and Policies and that he/she will work to uphold such documents and policies to the best of their ability and that they will faithfully discharge their fiduciary duty to act in the best interest of the Association and its Members.

B. Regular Meetings. The Board of Directors shall conduct regular meetings for the transaction of Association business at such dates, times and places as determined by the Board but not less than four (4) meetings per year, provided, however, the annual directors' meeting may constitute a regular meeting. Notice of the date, time and place of any meeting shall be posted in a conspicuous place within the Property at least forty-eight (48) hours prior to the time of the meeting, unless the meeting is an emergency special meeting. In the alternative, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. As a further alternative, notice of Board meetings may be posted electronically via the Association's internet bulletin board or a schedule of Board meetings may be published electronically or in a newsletter or similar publication mailed to each Member. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature or purpose of such assessment is disclosed and appropriate advance notice pursuant to law is provided. A Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director objects to the transaction of business at the beginning of the meeting because the meeting is improperly called or convened.

C. Quorum. Except where any provision of the Declaration expressly requires action by a greater number of Directors, a majority of Directors constitutes a quorum for all purposes. Every act or decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

D. Special Meetings. Special Board meetings shall be held when called by the President, or by any two (2) Directors, after not less than three (3) days' notice to each Director. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered, and such notice shall comply with provisions outlined in Section B of this Article for notice to Members.

E. "Closed" Board Meetings. Meetings between the Board of Directors and the Association's attorney where discussion of proposed or pending legal issues or strategy, or where the Board discusses personnel matters, are not open for Members to attend. Notice of such meetings must be provided at least forty-eight (48) hours in advance of the meeting, but must clearly indicate to Members that the meeting is "closed". The minutes of such meetings are also not subject to Member review unless and until the Association's attorney and/or Board release them from designation as "attorney-client" protected work product.

F. Open Meetings. All meetings of the Board (except "closed" meetings) shall be open to all Members to attend and observe the Board's deliberations and decisions regarding Association business issues, but Members generally are not permitted to participate in Board discussions or deliberations. However, Members have the right to speak at such meetings with reference to all designated agenda items provided a Member indicates his/her desire to speak to a particular agenda item in advance of the time the meeting is convened. The Board may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak.

G. Telephonic Director Participation. Any regular or special meeting of the Board of Directors may be held by telephonic conference at which each Director participating telephonically or by similar electronic communications equipment can hear and be heard by all other Directors and by any Member in attendance.

XI. OFFICERS.

A. The Association's regular Officers are a President, Vice President, Secretary, and Treasurer. Officers are elected annually by their fellow Directors for a term of one (1) year following each Annual Members Meeting and Election. Any officer may be removed from office by a majority vote of the Board of Directors in its sole discretion. The removal (recall) of a Director by the Members who is also an officer shall automatically act as a removal of that Director's position as an officer.

B. Any officer may resign at any time by giving notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date specified by the officer or upon receipt and acknowledgment or acceptance of the resignation shall not be necessary to make it effective. A vacancy in an office may be filled by the Board in a secret ballot officer election or by appointment by a majority vote of the Board.

C. Any two (2) offices may be held by the same person, except the offices of President and Secretary. The Board of Directors may appoint such other officers, including Assistant Secretary or Assistant Treasurer, as it deems advisable or necessary, each of which shall hold such office for such period, have such authority, and perform such duties and responsibilities as the Board from time to time determines.

XII. OFFICER DUTIES.

A. President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the Office of President of an Association, including but not limited to, the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association, shall preside at all meetings of the Board and Membership, may call meetings of the Board and membership, and if the Board so requires, sign notes, leases, deeds, checks, and other written instruments.

B. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and duties of the President. The Vice President shall assist the President generally, and exercise other powers and duties as prescribed by the Board of Directors.

C. Secretary. The Secretary (or his/her designee) shall keep the minutes of all proceedings and meetings of the Members and the Board, shall give and serve notice to Members and the Directors of meetings and other notices required by law, and shall keep the records of the Association. The Secretary shall perform all other duties and responsibilities as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a managing agent engaged by the Association.

D. Treasurer. The Treasurer, or the designated managing agent, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as needed in the ordinary course of business conducted within the limits of a budget adopted by the Board or as the Board approves as special expenditures. The Treasurer, or designated managing agent, shall keep proper books of accounts and cause to be prepared at the completion of each fiscal year sufficient financial records, statements and information for a certified public accountant of the Board's choice to prepare and file the Association's tax return and produce the year-end financial report to Members required by law. The Treasurer need not be a signatory on checks and notes of the Association. The Treasurer and managing agent shall prepare, in advance of each fiscal year, an annual budget draft containing itemized budget income, expense and reserve line items with a determination of the annual assessment required of Members, to be submitted to the Board for adoption.

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

XIII. COMMITTEES.

A. Architectural Review Board. The Board shall appoint a minimum of three (3) Members to serve as the Association's Architectural Review Board ("ARB"). The ARB shall have the duties, functions and authority as described in the Declaration and promulgated by the Board. The authority of the ARB to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on a parcel, or to enforce standards for the external appearance of any structure or improvement located on a parcel, shall be permitted only to the extent that the authority is specifically stated or reasonably inferred as to such location, size, type, or appearance in the Declaration or other published guidelines and standards authorized by the Declaration and approved by the Board. Meetings of the ARB shall be open to all Members and notice of the date, time and place of each ARB meeting shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting. A majority of committee members shall constitute a quorum necessary to conduct ARB business and appropriate minutes of each meeting, including but not limited to, a record of the acts and decisions of the committee on any improvement request and application, shall be kept and become part of the Association's official records. The ARB shall report to and be under the supervision of the Board of Directors, and any committee members may be removed, with or without cause by a majority vote of the Board.

B. Other Committees. The Board from time to time, or the President, may form and dissolve such other committees as deemed necessary or appropriate to assist or advise the Board

in managing the Association's affairs. Such committees shall have their duties and responsibilities defined and shall act only as advisors and shall have no power or authority, nor shall any committee member have any power or authority, to act on behalf of the Board of Directors or the Association. These committees shall report to and be under the supervision of the Board of Directors, and any committee members may be removed, with or without cause by a majority vote of the Board.

XIV. FISCAL MANAGEMENT.

A. The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

B. Depositories. The funds of the Association shall be deposited in such accounts at depositories selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills, and money market accounts to FDIC-insured limits and the Association's funds shall only be used for lawful purposes.

C. Reserves. The Association shall establish and fund reserve accounts for the periodic maintenance, repair and replacement of elements of the Common Property and the Surface Water or Stormwater Management System.

D. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated revenues and expenses required to defray the Association's routine operating expenses and the sum of funds to be contributed to its reserve fund accounts. The Association shall provide each member with a copy of the annual budget at no charge to the member.

E. Assessments. As more fully described in the Declaration, each Member is obligated to pay to the Association certain assessments and other charges which are secured by a continuing lien upon the property against which the assessments are made. Any assessment, any installment payments thereon, or any costs, charges, fines or other monetary obligations owed by a Member which are not paid when due shall be delinquent. The assessment or installment payment not paid shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or it may foreclose the lien against the Lot along with accrued interest charges, collection costs, and reasonable attorney's fees, or it may pursue other remedies available to the Association by law. No Owner may waive or otherwise escape liability for the assessments and other charges provided herein or in the Declaration by non-use of the Common Property or abandonment of his Lot. Assessments, installments thereon, or any other monetary obligation owed the Association by an Owner not paid when due and which are delinquent for a period prescribed by law shall result in the suspension of the Member's voting and Common Area use privileges until the Member's account is brought current.

XV. COVENANTS AND RULES VIOLATIONS.

A. Enforcement. In addition to the rights of the Association set forth in the Declaration, for violation of any duty or obligation imposed under the Declaration, these Bylaws or the Rules and Regulations, the Board of Directors shall have the power and authority to impose reasonable fines, not to exceed the maximum allowable under Florida Law, which shall constitute and automatic and continuing lien upon the Lot of the violating Owner, including violations that occurred on behalf of an Owner by contractors, sub-contractors and other third party providers;

provided, however, nothing herein or in the Declaration shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from the Owner's Lot. In the event that any Owner's family members, tenants, guests, agents, or invitees violate the provisions in the Declaration, these Bylaws, or the Rules and Regulations and a fine is imposed, the fine shall be assessed against the Owner. The failure of the Board of Directors to enforce any provision of the Declaration, these Bylaws or the Rules and Regulations shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

B. Notice. Prior to the imposition of any fine or sanction hereunder, the Board of Directors or its delegate shall serve the Owner and/or the accused violator with written notice describing (1) the provisions of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations which have allegedly been violated, (2) the proposed sanction to be imposed, and (3) a statement of the date, time and place for a hearing scheduled not less than fourteen (14) days from the date of the notice. The hearing shall be held before a committee comprised of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of any officer, director or employee of the Association (the "Committee"). The person(s) against whom the sanctions may be imposed shall have an opportunity to respond, to have their attorney present, to present evidence, to provide written and oral argument on all issues involved in the alleged violation and shall have an opportunity at the hearing to review, challenge and respond to any materials, records and documents being considered by the Committee.

C. Disposition. If the Committee, by majority vote, does not approve a proposed fine or sanction, it may not be imposed. A written decision of the Committee shall be submitted to the alleged offending person(s) not later than fourteen (14) days following the hearing. Proof of proper notice provided to the alleged offending person(s) for the hearing shall be placed in the minutes of the hearing meeting and the minutes shall reflect the results of the hearing and the sanction, if any, imposed.

D. Penalties. For each non-compliance or violation, a fine may be imposed not to exceed One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine for the same continuing violation shall exceed One Thousand Dollars (\$1,000.00) in the aggregate. Fines shall be paid not later than fifteen (15) days after mailing the notice to the offending person(s) that a fine has been imposed, and if not paid within that period, interest penalties on the unpaid fine shall accrue at the highest interest rate allowed by law or as otherwise set forth by the Board of Directors for delinquent assessments. Fines shall be treated as assessments and subject to the provisions for collection of assessments set forth in the Declaration. All monies received from such fines and penalties shall be allocated as directed by the Board of Directors. In addition to the sanctions set forth above, if the Association incurs any expenses in enforcing the provisions of the Association's Legal Documents against an Owner or his family members, tenants, guests, agents, or invitees after the Association's initial notice setting forth the violation or non-compliance and the expiration of any cure period stated in the initial notice, then the Owner shall reimburse the Association for all expenses incurred by the Association after the initial notice within fifteen (15) days of the Association setting forth the expenses incurred. Such expenses may include, but are not limited to fees and costs charged by attorneys for demands for compliance and such expenses shall be treated as an assessment subject to provisions for the collection of assessments set forth in the Declaration.

E. Additional Enforcement Rights. Notwithstanding anything herein to the contrary, the Association may elect to enforce any provisions of the Declaration, these Bylaws or

the Rules and Regulations by "self-help" (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the provisions set forth above. In any such action, to the maximum extent permissible, that violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

XVI. INSURANCE, LIABILITY AND INDEMNIFICATION.

A. Insurance. The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents, and other policies of insurance deemed appropriate, prudent and advisable by the Board of Directors as more fully described in the Declaration.

B. Liability of Directors and Officers. No Board Member or Officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member or Officer acted in bad faith or in reckless disregard of the rights of the person or of the terms of the Declaration, the Articles of Incorporation or these Bylaws.

C. Indemnification. To the fullest extent allowed under various statutes of Florida Law, as the same may be amended, and subject to any limitations set forth in the Declaration or Articles of Incorporation, the Association shall indemnify and hold harmless the Directors, Officers, Employees, Managing Agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify and hold harmless pursuant to the law. In this connection, the Association is authorized to obtain and maintain such insurance as it may deem necessary or desirable consistent with such indemnification.

XVII. MISCELLANEOUS.

A. Seal. The Association shall have a seal in circular form having within its circumference the words "Royal St. Augustine Lot Owners Association, Inc." and "Corporation Not For Profit".

B. Consistency and Conflicts. By adopting these Amended and Restated Bylaws, the Association's Directors intend for them to be consistent with the provisions of the Association's Amended Articles of Incorporation and with those of the Declaration. These Bylaws are to be interpreted, construed, and enforced with the Amended Articles of Incorporation and Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results, the provisions of the Amended Articles of Incorporation or the Declaration control anything to the contrary in these Bylaws.

C. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have previously occurred.

D. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

E. No Vested Rights. No member of the Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of the Association, nor any right, interest, or privilege that is transferable or inheritable except as incident to the transfer of title to such member's Lot.

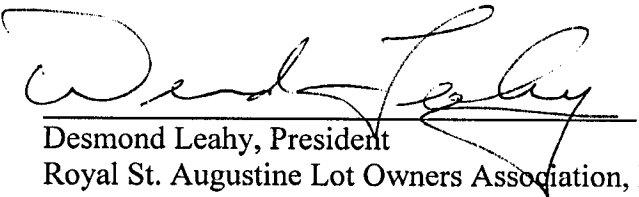
F. Captions, Gender and Number. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular wherever the context requires or permits.

G. Amendments. These Bylaws may be altered, amended, or rescinded at a duly constituted regular or special meeting of the Board of Directors and at which a quorum is present, by a majority vote of the Board of Directors, provided that the notice provided to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered; provided, however, that those provisions which are specifically governed by the Articles of Incorporation or by the Declaration may not be amended except as provided in the Articles of Incorporation or the Declaration. Any and all amendments to these Bylaws shall be effective upon approval and adoption by a majority vote of the Board of Directors. Any and all amendments to the Bylaws shall be recorded in the public records of the county in which the Property is located and shall be made available as described elsewhere in these Bylaws to all Members of the Association as required by law.

H. Roberts' Rules of Order. Except when specifically or impliedly waived by the President (or chairperson) of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall generally govern the conduct of Association meetings when not in conflict with the Declaration, the Articles of Incorporation, or these Bylaws; provided, however, that a strict or technical reading and application of Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting and/or to transact Association business efficiently.

ATTESTATION

IN WITNESS WHEREOF, the undersigned has signed this document for the purpose of authenticating it as the Amended and Restated Bylaws of **Royal St. Augustine Lot Owners Association, Inc.**, a Florida Not For Profit Corporation, as adopted by its Board of Directors, this 30th day of July, 2013.


Desmond Leahy, President
Royal St. Augustine Lot Owners Association, Inc.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared DESMOND LEAHY, as President for Royal St. Augustine Lot Owners Association, Inc., personally known to me and known by me to be the person described in and who executed the foregoing instrument and who stated under oath before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 14th
day of August, 2013.

LISA E. FREEMAN
Notary Public, State of Florida
My Comm. Expires Apr. 5, 2015
Commission No. EE 77052

[NOTARY SEAL]

Lisa E Freeman
Notary Public, State of Florida
Printed Name: LISA E FREEMAN
Commission Number: EE 77052
Commission Expires: April 5, 2015