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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - SIX MILE CREEK NORTH

THIS DOCUMENT PREPARED BY:

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FOR
SAINT JOHNS - SIX MILE CREEK NORTH

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - SIX MILE CREEK NORTH

THIS DECLARATION is made this 30 day of December, 1998, by SJ LAND ASSOCIATES, L.L.C., a Delaware limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer and others, 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 the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

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

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

ARTICLE II
DEFINITIONS

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

Section 2.1 **Association**. The Saint Johns - Six Mile Creek North Property Owners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Building Site**. Each separate parcel of land within the property, other than the Lots and the Golf Course Parcel, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements

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designed for office, retail, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or other similar use. No Building Site shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.4 **Commercial Improvement.** Any proposed or completed improvements located on, over, under or within any portion of the Property that is not a Lot or Golf Course Parcel, and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property or the public, including but not limited to, business and professional offices, facilities for the retail or wholesale sale of goods and services, warehouses, banks and other financial institutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, and gasoline stations.

Section 2.5 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.5, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.2 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.6 **Developer.** SJ Land Associates, L.L.C. 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 portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to SJ Land Associates, L.L.C. as the Developer of the Property is not intended and shall not be construed, to impose upon SJ Land Associates, L.L.C. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from SJ Land Associates, L.L.C. and develop and resell the same.

Section 2.7 **DRI.** That certain Development of Regional Impact Order approved by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 91-130, as the same may be amended from time to time.

Section 2.8 **Golf Course Parcel.** Any portion of the Property intended or designated for use as a golf course containing not more than eighteen (18) golf holes, including without limitation, all tee areas, fairways, greens, driving ranges, shelter or restroom facilities, rough areas, buffer areas, landscaped areas, clubhouses, golf cart and equipment storage buildings, and parking lots located therein. No Golf Course Parcel shall include any Building Site, Lot, or any portion of the Common Area owned in fee simple by the Association.

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Section 2.9 **Lot.** Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.10 **Multi-family Improvements.** Any proposed or completed improvements located within the Property intended and designed for use as two or more attached residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.11 **Owner.** The record owner or owners of any Lot, Building Site or Golf Course Parcel.

Section 2.12 **Property or Six Mile Creek North Parcel.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.13 **PUD.** Planned Unit Development Ordinance Number 91-37 as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.14 **Residential Dwelling Unit.** Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room which is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.15 **Subassociation.** Any residential or commercial property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

Section 2.16 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

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ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

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

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

Section 3.3 Withdrawal of Lands. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred

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twenty (20) days after the Developer shall no longer own any Lot, Building Site or Golf Course Parcel, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 Owners' Easement of Enjoyment. Each Owner shall have a nonexclusive, perpetual 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 of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the DRI and the PUD;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

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 Lot, Building Parcel, or Golf Course Parcel, the Developer may, at any

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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 materially and adversely affect any Lot, Building Parcel or Golf Course Parcel, or materially and adversely affect access, visibility, or drainage to or from any Lot, Building Parcel or Golf Course Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, Building Parcel or Golf Course Parcel, which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer pursuant to Section 2.5 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area 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 Area, if any. 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, adjacent, or in near proximity 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 ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, 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 Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management 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 SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by

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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.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management 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. 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.

ARTICLE V **ARCHITECTURAL CONTROL**

Section 5.1 **Assignment of Right of Architectural Review.** At such time as the Developer shall specifically assign to the Association a right of architectural review with respect to any or all portions of the Property, the following Sections 5.2 through 5.7 shall become operative with respect to such portions of the Property.

Section 5.2 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, Building Site or Golf Course Parcel, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. The prior sentence notwithstanding, the Association shall have no right of approval with respect to the construction or alteration of any tee area, fairway, green, rough area, practice area, cart path, or other landscaping associated with any golf course located within a Golf Course Parcel. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with use restrictions or architectural criteria which may be imposed from time to time by the Developer with respect to any particular portion of the Property. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Committee ("ARC") and no plan or specification shall be deemed approved unless a written approval is granted by the ARC to the Owner submitting same. The ARC shall approve or disapprove plans and specifications properly submitted within fifteen (15) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARC to the Owner submitting same.

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

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

5.4.1 To require submission to the ARC of two (2) complete sets of all preliminary and final plans and specifications for any improvement or structure of any kind requiring review and approval of the ARC pursuant to this Article V. The ARC may also require submission of samples of building materials, tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable use restrictions and design criteria established by the Developer.

5.4.2 To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARC may, but need not be, evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

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

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

Section 5.6 **Variance**. The Developer and the ARC may authorize variances from compliance with any architectural provisions of this Declaration or applicable design criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARC, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be

deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable design criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 5.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ARC or the Association contemplated under this Article V, neither the ARC nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the ARC or the Association.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot, Building Site or Golf Course 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 agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. 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 Lot, Building Site, or Golf Course Parcel against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners 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 including, the Surface Water or Stormwater Management 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 Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-109-0195-ERP

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(the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. 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 including the Surface Water or Stormwater Management System.

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

(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.3 hereof.

Section 6.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots, Building Sites, and Golf Course Parcels shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, One Thousand Dollars (\$1,000.00) per Assessment Equivalent. From and after December 31, 1998, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 6.3. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners of the Lots, Building Sites, and Golf Course Parcels as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each five thousand (5,000) square feet of heated and air

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

(iii) The Owners of the Golf Course Parcel shall pay annual and special assessments based upon twenty-seven (27) Assessment Equivalents for each Golf Course Parcel owned by such Owners.

(c) Notwithstanding the provisions of paragraph (b) of this Section 6.3, until such time as improvements are completed upon Lots, Building Sites, or Golf Course Parcel, the Owners of such Lots, Building Sites, and Golf Course Parcel, shall be obligated to pay assessments equal to one-half (1/2) of the amount specified by paragraphs (a) and (b) of this Section 6.3. For purposes of this Declaration, completion of improvements upon Lots and Building Sites shall be evidenced by the issuance of a Certificate of Occupancy, or similar final inspection approval, by the St. Johns County, Florida Building Department, or other governmental authority having jurisdiction for such improvements, and completion of golf courses and related improvements upon Golf Course Parcel shall be evidenced by the commencement of golf play thereon.

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

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

Section 6.4 Area Assessments. The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security services, which shall benefit only specific portions of the Property (the "Area Assessments"). The Area Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of these Lots, Building Sites and Golf Course Parcel located within such portions of the Property, based upon the allocations established by Section 6.3 hereof. The

boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 6.4 shall be determined by the Board in its sole discretion.

Section 6.5 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 Lot, Building Site or Golf Course Parcel encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If 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.

Section 6.6 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 Lot, Building Site, or Golf Course 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 Lot, Building Site, or Golf Course Parcel, shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot, Building Site, or Golf Course 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.

Section 6.7 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, Golf Course Parcels and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the

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Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot, Building Site or Golf Course Parcel in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots, Buildings Sites, and Golf Course Parcels owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots, Building Sites, or Golf Course Parcel within the Property.

ARTICLE VII UTILITY PROVISIONS

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

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

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

Section 7.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

ARTICLE VIII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

Section 8.1 **Common DRI and PUD.** Due to the integrated nature of the Property and the lands described in the DRI and the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

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

Section 8.3 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.4 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.5 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.6 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These

easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot, Building Parcel or Golf Course Parcel which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration.

Section 8.7 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.8 **Golf Easement.** The Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on any golf course lying near or adjacent to 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 Property; the flight of golf balls over and upon the 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 such 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 8.9 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.9, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.10 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot, Building Parcel, Golf Course Parcel and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas, the maintenance of which may be required to be performed by the Developer or the Association.

ARTICLE IX
NOTICE OF PERMIT REQUIREMENTS

Section 9.1 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER 199100108 (MD-MMS), AS MODIFIED, ISSUED BY THE ACOE AND PERMIT NUMBER 4-109-0195 ERP ISSUED BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT, BUILDING SITE OR GOLF COURSE PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BUILDING SITE OR GOLF COURSE PARCEL, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT, BUILDING SITE OR GOLF COURSE PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE X
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 10.1 **Easement for Ingress and Egress.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have and are hereby granted the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "Roadways"). To the extent that additional lands are made subject to this Declaration pursuant

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roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 10.2 Rights to Restrict Access. Notwithstanding the provisions of this Declaration to the contrary, the Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Board, may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Developer which is adjacent to or near the Property. The Developer and the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article X including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Board would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. The Developer and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article X. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 10.2 thereafter shall be of no further force or effect.

Section 10.3 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the St. Johns County, Florida or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Developer shall have the right to redesignate, relocate or terminate any of the easement areas described in Sections 10.1 and 10.2 without the consent or joinder of any party so long as no Lot, Building Site or the Golf Course Parcel is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Ground Leased Land. Where all or any part of a Lot, Golf Course Parcel or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Lot, Golf Course Parcel, or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 11.1 shall be dispositive.

Section 11.2 **Developer's Reserved 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. At any time, the Developer 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 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 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 11.2, shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 11.3 **Remedies for Violations.** If any Owner or other person 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 (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. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Section 11.4 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.5 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but 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 11.6 **Titles.** The addition of titles to the various sections of this Declaration 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 11.7 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association 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 in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 11.8 **Assignment of Permit Responsibilities and Indemnification.** In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE Permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Further, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 11.9 **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 11.10 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 11.12 Provisions Regarding Golf Courses and Club Facilities.

(a) Nothing contained in this Declaration shall limit the ability of any owner of any golf course ("Golf Courses") or private club facility ("Club Facilities") now or hereafter located within the Property to determine in its sole discretion how and by whom the Golf Courses and Club Facilities 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, by acceptance of a deed or other conveyance of any portion of the Property, acknowledges that the proximity of Golf Courses and Club Facilities to surrounding properties results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of any portion of the Property may be limited as a result, and that the owners of the Golf Courses and Club Facilities, and their 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 portion of the Property, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon such portion of the Property;

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

(i) That the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, may add to, remove, or otherwise modify the landscaping, trees, and other features of the Golf Courses and Club Facilities, including changing the location, configuration, size and elevation of bunkers, fairways and greens, and constructing fences, and that the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, shall have no liability to any Owner as a result of such modifications; and

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

(d) Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, assumes the risk associated with the Golf Courses and Club Facilities (regardless

of whether the Owner is using such facilities) and agrees that neither the owners of the Golf Courses and Club Facilities, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, or any other portion of the Property, 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 property to any Golf Course or Club Facility, including without limitation, any claim arising, in whole or in part, from the negligence of any of the owners of the Golf Courses or Club Facilities, or their respective affiliates or agents, or any other person or entity designing, constructing, owning or managing the Golf Courses and Club Facilities or any other portion of the Property. Each Owner further hereby agrees to hold harmless the owners of the Golf Courses and Club Facilities, their respective affiliates or agents, and any other persons or entities owning or managing such facilities, or designing, constructing, or owning any other portion of the Property, from and against any and all claims arising out of the design or construction of the Golf Courses and Club Facilities.

Section 11.13 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE

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(Rev. 11-23-98)

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LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 30 day of December, 1998.

Signed, sealed and delivered in the presence of:

Ann D. Savery

Ann D. Savery
(print name)

Glenna E. Wilford

GLENN E. WILFORD
(print name)

SJLAND ASSOCIATES, LLC, a Delaware Limited Liability Company

By: SJLAND COMPANY, its managing member

By: JAMES E. DAVIDSON, JR.
Its: Executive Vice President of Development Administration

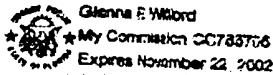
(CORPORATE SEAL)

STATE OF FLORIDA }
 } SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30th day of December, 1998, by JAMES E. DAVIDSON, JR., the Executive Vice President Development Administration of SJLAND COMPANY as managing member of SJLAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.

Glenna E. Wilford
Print:

NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



20640.7
932.98311
(Rev. 11-23-98)

EXHIBIT A

Legal Description of the Property

20640.7
932.98311
(Rev. 11-23-98)

THE KING AND THE BEAR GOLF COURSE HOLES 1 AND 9 THROUGH 18

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH $03^{\circ}07'40''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH $20^{\circ}28'53''$ WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE NORTH $89^{\circ}03'18''$ EAST, A DISTANCE OF 194.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH $09^{\circ}53'26''$ EAST, A DISTANCE OF 46.82 FEET; THENCE NORTH $38^{\circ}04'16''$ EAST, A DISTANCE OF 26.48 FEET; THENCE NORTH $44^{\circ}50'44''$ EAST, A DISTANCE OF 22.66 FEET; THENCE NORTH $61^{\circ}39'19''$ EAST, A DISTANCE OF 65.11 FEET; THENCE NORTH $16^{\circ}41'17''$ EAST, A DISTANCE OF 95.83 FEET; THENCE NORTH $37^{\circ}24'02''$ EAST, A DISTANCE OF 42.07 FEET; THENCE NORTH $23^{\circ}22'19''$ EAST, A DISTANCE OF 38.26 FEET; THENCE NORTH $29^{\circ}38'48''$ EAST, A DISTANCE OF 46.34 FEET; THENCE NORTH $31^{\circ}36'24''$ EAST, A DISTANCE OF 73.03 FEET; THENCE NORTH $31^{\circ}36'07''$ EAST, A DISTANCE OF 82.68 FEET; THENCE NORTH $31^{\circ}06'41''$ EAST, A DISTANCE OF 56.22 FEET; THENCE NORTH $49^{\circ}19'06''$ EAST, A DISTANCE OF 47.94 FEET; THENCE NORTH $80^{\circ}51'46''$ EAST, A DISTANCE OF 56.41 FEET; THENCE NORTH $43^{\circ}41'48''$ EAST, A DISTANCE OF 76.51 FEET; THENCE NORTH $51^{\circ}59'13''$ EAST, A DISTANCE OF 60.97 FEET; THENCE NORTH $17^{\circ}30'30''$ EAST, A DISTANCE OF 26.99 FEET; THENCE NORTH $30^{\circ}43'23''$ EAST, A DISTANCE OF 31.90 FEET; THENCE NORTH $26^{\circ}35'26''$ EAST, A DISTANCE OF 75.10 FEET; THENCE NORTH $28^{\circ}09'40''$ EAST, A DISTANCE OF 98.78 FEET; THENCE NORTH $32^{\circ}21'47''$ EAST, A DISTANCE OF 82.39 FEET; THENCE NORTH $45^{\circ}41'02''$ EAST, A DISTANCE OF 66.28 FEET; THENCE NORTH $39^{\circ}26'12''$ EAST, A DISTANCE OF 71.93 FEET; THENCE NORTH $26^{\circ}02'32''$ EAST, A DISTANCE OF 88.33 FEET; THENCE NORTH $26^{\circ}30'24''$ EAST, A DISTANCE OF 77.25 FEET; THENCE NORTH $27^{\circ}12'19''$ EAST, A DISTANCE OF 52.97 FEET; THENCE NORTH $45^{\circ}26'54''$ EAST, A DISTANCE OF 35.25 FEET; THENCE NORTH $06^{\circ}25'50''$ EAST, A DISTANCE OF 179.03 FEET; THENCE NORTH $07^{\circ}47'09''$ EAST, A DISTANCE OF 48.97 FEET; THENCE NORTH $09^{\circ}54'50''$ EAST, A DISTANCE OF 44.75 FEET; THENCE NORTH $40^{\circ}20'12''$ EAST, A DISTANCE OF 36.26 FEET; THENCE NORTH $86^{\circ}31'47''$ EAST, A DISTANCE OF 50.07 FEET; THENCE NORTH $72^{\circ}39'16''$ EAST, A DISTANCE OF 59.39 FEET; THENCE NORTH $40^{\circ}30'46''$ EAST, A DISTANCE OF

15.33 FEET; THENCE SOUTH 86°45'58" EAST, A DISTANCE OF 13.32 FEET; THENCE SOUTH 33°28'02" EAST, A DISTANCE OF 17.68 FEET; THENCE SOUTH 86°40'30" EAST, A DISTANCE OF 65.50 FEET; THENCE NORTH 79°06'57" EAST, A DISTANCE OF 60.86 FEET; THENCE NORTH 67°23'26" EAST, A DISTANCE OF 46.16 FEET; THENCE NORTH 54°02'28" EAST, A DISTANCE OF 15.12 FEET; THENCE NORTH 77°44'38" EAST, A DISTANCE OF 8.81 FEET; THENCE NORTH 61°06'15" EAST, A DISTANCE OF 40.46 FEET; THENCE NORTH 63°49'00" EAST, A DISTANCE OF 6.30 FEET; THENCE NORTH 84°41'05" EAST, A DISTANCE OF 54.81 FEET; THENCE SOUTH 64°21'28" EAST, A DISTANCE OF 5.74 FEET; THENCE SOUTH 43°07'16" EAST, A DISTANCE OF 24.48 FEET; THENCE SOUTH 42°12'23" EAST, A DISTANCE OF 79.47 FEET; THENCE NORTH 75°53'04" EAST, A DISTANCE OF 27.44 FEET; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 25.01 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°30'00" WEST AND A CHORD DISTANCE OF 202.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°00'00" WEST, A DISTANCE OF 755.82 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°30'00" EAST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°45'38" EAST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°22'28" WEST AND A CHORD DISTANCE OF 74.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°52'36" WEST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF A COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 195.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°14'30" WEST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE NORTH 75°00'00" WEST, A DISTANCE OF 50.10 FEET; THENCE NORTH
 45°00'00" WEST, A DISTANCE OF 106.15 FEET; THENCE NORTH 01°00'00"
 WEST, A DISTANCE OF 493.17 FEET; THENCE SOUTH 45°00'00" WEST, A
 DISTANCE OF 646.74 FEET; THENCE SOUTH 53°30'00" WEST, A DISTANCE OF
 170.48 FEET; THENCE SOUTH 02°00'00" WEST, A DISTANCE OF 67.33 FEET;
 THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 442.40 FEET; THENCE
 NORTH 20°00'00" EAST, A DISTANCE OF 77.94 FEET; THENCE NORTH
 60°00'00" EAST, A DISTANCE OF 69.38 FEET; THENCE SOUTH 75°00'00"
 EAST, A DISTANCE OF 1155.25 FEET; THENCE SOUTH 65°00'00" EAST, A
 DISTANCE OF 379.24 FEET; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF
 273.72 FEET; THENCE DUE SOUTH, A DISTANCE OF 88.93 FEET; THENCE
 SOUTH 25°00'00" EAST, A DISTANCE OF 148.39 FEET; THENCE SOUTH
 64°00'46" WEST, A DISTANCE OF 253.81 FEET; THENCE NORTH 03°40'14"
 EAST, A DISTANCE OF 28.40 FEET; THENCE NORTH 10°07'29" EAST, A
 DISTANCE OF 37.79 FEET; THENCE NORTH 15°09'09" EAST, A DISTANCE OF
 34.40 FEET; THENCE NORTH 16°15'33" WEST, A DISTANCE OF 42.90 FEET;
 THENCE NORTH 48°43'04" WEST, A DISTANCE OF 37.50 FEET; THENCE NORTH
 50°05'45" WEST, A DISTANCE OF 34.82 FEET; THENCE NORTH 89°01'11"
 WEST, A DISTANCE OF 36.29 FEET; THENCE SOUTH 69°58'13" WEST, A
 DISTANCE OF 40.03 FEET; THENCE SOUTH 76°44'13" WEST, A DISTANCE OF
 56.85 FEET; THENCE SOUTH 84°00'00" WEST, A DISTANCE OF 108.25 FEET;
 THENCE SOUTH 79°45'31" WEST, A DISTANCE OF 99.02 FEET; THENCE NORTH
 73°30'00" WEST, A DISTANCE OF 597.93 FEET; THENCE DUE WEST, A
 DISTANCE OF 396.78 FEET; THENCE SOUTH 10°30'00" WEST, A DISTANCE OF
 669.84 FEET; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 581.24
 FEET; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 216.36 FEET;
 THENCE SOUTH 40°00'00" WEST, A DISTANCE OF 193.11 FEET; THENCE
 NORTH 70°00'00" WEST, A DISTANCE OF 113.84 FEET TO THE POINT OF A
 CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A
 RADIUS OF 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID
 CURVE, AN ARC DISTANCE OF 198.84 FEET, SAID ARC BEING SUBTENDED BY
 A CHORD BEARING OF NORTH 33°15'00" WEST AND A CHORD DISTANCE OF
 185.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH
 03°30'00" EAST, A DISTANCE OF 10.27 FEET TO THE POINT OF CURVE OF
 A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF
 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN
 ARC DISTANCE OF 68.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD
 BEARING OF NORTH 09°12'26" WEST AND A CHORD DISTANCE OF 68.19 FEET
 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00"
 EAST, A DISTANCE OF 177.15 FEET; THENCE NORTH 24°00'00" EAST, A
 DISTANCE OF 494.46 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF
 148.76 FEET; THENCE NORTH 73°00'00" WEST, A DISTANCE OF 425.15
 FEET; THENCE NORTH 47°00'00" WEST, A DISTANCE OF 400.46 FEET;

THENCE SOUTH 43°00'00" WEST, A DISTANCE OF 334.75 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 628.73 FEET; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 306.24 FEET; THENCE SOUTH 05°00'00" EAST, A DISTANCE OF 350.08 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 75.19 FEET; THENCE DUE EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 27°44'04" EAST, A DISTANCE OF 188.43 FEET; THENCE NORTH 19°07'37" EAST, A DISTANCE OF 165.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°03'49" EAST AND A CHORD DISTANCE OF 40.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°30'00" EAST AND A CHORD DISTANCE OF 12.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°00'00" EAST, A DISTANCE OF 74.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°15'00" EAST AND A CHORD DISTANCE OF 68.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 13.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°24'02" EAST AND A CHORD DISTANCE OF 75.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 06°00'00" WEST, A DISTANCE OF 110.91 FEET; THENCE SOUTH 04°00'00" WEST, A DISTANCE OF 420.09 FEET; THENCE SOUTH 37°30'00" WEST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 69°00'00" WEST, A DISTANCE OF 96.53 FEET; THENCE SOUTH 77°30'00" WEST, A DISTANCE OF 132.47 FEET; THENCE DUE WEST, A DISTANCE OF 53.55 FEET; THENCE NORTH 60°00'00" WEST, A DISTANCE OF 50.43 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 528.75 FEET; THENCE DUE WEST, A DISTANCE OF 229.88 FEET; THENCE SOUTH 38°30'00" WEST, A DISTANCE OF 336.97 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 84.66 FEET; THENCE NORTH 87°00'00" WEST, A DISTANCE OF 385.00 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 53°00'00" WEST, A DISTANCE OF 44.98 FEET; THENCE NORTH 17°58'31" EAST, A DISTANCE OF 48.78 FEET; THENCE NORTH 17°30'01" EAST, A DISTANCE OF 42.58 FEET; THENCE NORTH 05°35'48" EAST, A DISTANCE OF

56.22 FEET; THENCE NORTH 30°58'49" EAST, A DISTANCE OF 177.31 FEET; THENCE NORTH 28°22'09" EAST, A DISTANCE OF 89.15 FEET; THENCE NORTH 37°18'25" EAST, A DISTANCE OF 61.17 FEET; THENCE NORTH 43°32'39" EAST, A DISTANCE OF 96.59 FEET; THENCE NORTH 50°01'08" EAST, A DISTANCE OF 62.70 FEET; THENCE NORTH 43°57'46" EAST, A DISTANCE OF 82.72 FEET; THENCE NORTH 37°03'07" EAST, A DISTANCE OF 54.64 FEET; THENCE NORTH 31°06'15" EAST, A DISTANCE OF 67.65 FEET; THENCE NORTH 18°09'26" EAST, A DISTANCE OF 67.77 FEET; THENCE NORTH 07°09'41" EAST, A DISTANCE OF 54.53 FEET; THENCE NORTH 21°53'45" EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH 25°58'11" EAST, A DISTANCE OF 85.66 FEET; THENCE NORTH 25°43'47" EAST, A DISTANCE OF 105.13 FEET; THENCE NORTH 25°50'50" EAST, A DISTANCE OF 122.26 FEET; THENCE NORTH 24°34'57" EAST, A DISTANCE OF 97.75 FEET; THENCE NORTH 26°09'15" EAST, A DISTANCE OF 69.59 FEET; THENCE NORTH 26°35'20" EAST, A DISTANCE OF 80.81 FEET; THENCE NORTH 22°25'26" EAST, A DISTANCE OF 89.62 FEET; THENCE NORTH 51°50'48" EAST, A DISTANCE OF 115.12 FEET; THENCE NORTH 48°44'41" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 22°54'45" EAST, A DISTANCE OF 77.65 FEET; THENCE NORTH 15°49'54" EAST, A DISTANCE OF 105.59 FEET; THENCE NORTH 19°32'45" EAST, A DISTANCE OF 91.19 FEET; THENCE NORTH 25°39'29" EAST, A DISTANCE OF 91.60 FEET; THENCE NORTH 49°30'34" EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 32°58'57" EAST, A DISTANCE OF 56.15 FEET; THENCE NORTH 22°05'09" EAST, A DISTANCE OF 79.00 FEET; THENCE NORTH 26°58'34" EAST, A DISTANCE OF 47.63 FEET; THENCE NORTH 33°22'16" EAST, A DISTANCE OF 36.84 FEET; THENCE NORTH 21°58'38" EAST, A DISTANCE OF 53.07 FEET; THENCE NORTH 26°02'42" EAST, A DISTANCE OF 79.59 FEET; THENCE NORTH 30°35'30" EAST, A DISTANCE OF 54.42 FEET; THENCE SOUTH 87°07'17" EAST, A DISTANCE OF 28.56 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 38.02 FEET; THENCE NORTH 89°54'47" EAST, A DISTANCE OF 29.11 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 16.02 FEET; THENCE NORTH 32°32'47" EAST, A DISTANCE OF 56.36 FEET; THENCE NORTH 19°10'52" EAST, A DISTANCE OF 53.59 FEET; THENCE NORTH 02°37'40" WEST, A DISTANCE OF 46.07 FEET; THENCE NORTH 28°13'03" EAST, A DISTANCE OF 39.07 FEET TO THE POINT OF BEGINNING.

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THE KING AND THE BEAR GOLF COURSE HOLES 2 THROUGH 8

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03°07'40" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 546.53 FEET; THENCE SOUTH 86°52'20" EAST LEAVING SAID EASTERLY LINE. A DISTANCE OF 423.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 84.82 FEET; THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 111.96 FEET; THENCE DUE EAST, A DISTANCE OF 723.14 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 322.95 FEET; THENCE NORTH 83°00'00" EAST, A DISTANCE OF 167.69 FEET; THENCE SOUTH 66°00'00" EAST, A DISTANCE OF 618.14 FEET; THENCE SOUTH 58°00'00" EAST, A DISTANCE OF 238.68 FEET; THENCE SOUTH 20°31'37" EAST, A DISTANCE OF 184.51 FEET; THENCE SOUTH 02°00'00" EAST, A DISTANCE OF 557.66 FEET; THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 93.68 FEET; THENCE SOUTH 41°00'00" WEST, A DISTANCE OF 250.77 FEET; THENCE SOUTH 65°00'00" WEST, A DISTANCE OF 310.02 FEET; THENCE NORTH 22°30'00" WEST, A DISTANCE OF 1054.11 FEET; THENCE NORTH 83°30'00" WEST, A DISTANCE OF 618.05 FEET; THENCE SOUTH 70°00'00" WEST, A DISTANCE OF 187.09 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 310.28 FEET; THENCE SOUTH 38°00'00" EAST, A DISTANCE OF 144.62 FEET; THENCE SOUTH 25°30'00" EAST, A DISTANCE OF 879.85 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 680.21 FEET; THENCE SOUTH 54°00'00" WEST, A DISTANCE OF 184.43 FEET; THENCE NORTH 58°44'02" WEST, A DISTANCE OF 89.75 FEET; THENCE SOUTH 50°17'53" WEST, A DISTANCE OF 24.41 FEET; THENCE SOUTH 65°00'31" WEST, A DISTANCE OF 74.54 FEET; THENCE NORTH 19°48'08" WEST, A DISTANCE OF 18.09 FEET; THENCE SOUTH 70°41'32" WEST, A DISTANCE OF 35.40 FEET; THENCE SOUTH 75°06'24" WEST, A DISTANCE OF 48.10 FEET; THENCE NORTH 80°24'00" WEST, A DISTANCE OF 74.17 FEET; THENCE NORTH 01°18'47" EAST, A DISTANCE OF 747.17 FEET; THENCE NORTH 18°00'00" WEST, A DISTANCE OF 302.45 FEET; THENCE NORTH 25°30'00" WEST, A DISTANCE OF 708.00 FEET; THENCE NORTH 16°00'00" EAST, A DISTANCE OF 732.25 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 112.55 FEET; THENCE DUE NORTH, A DISTANCE OF 74.27 FEET TO THE POINT OF BEGINNING

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THE KING AND THE BEAR GOLF COURSE CLUB HOUSE

SIX MILE CREEK NORTH PARCEL 11

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH $03^{\circ}07'40''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH $20^{\circ}28'53''$ WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH $02^{\circ}00'00''$ EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH $53^{\circ}30'00''$ EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 546.74 FEET; THENCE SOUTH $01^{\circ}00'00''$ EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH $75^{\circ}00'00''$ EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $85^{\circ}14'30''$ EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $26^{\circ}52'36''$ EAST AND A CHORD DISTANCE OF 74.88 FEET TO A POINT ON SAID CURVE; THENCE NORTH $78^{\circ}16'12''$ EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 132.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $43^{\circ}21'55''$ EAST AND A CHORD DISTANCE OF 125.88 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $15^{\circ}00'00''$ WEST, A DISTANCE OF 202.40 FEET; THENCE NORTH $75^{\circ}00'00''$ WEST, A DISTANCE OF 455.80 FEET; THENCE SOUTH $60^{\circ}00'00''$ WEST, A DISTANCE OF 69.38 FEET; THENCE SOUTH $20^{\circ}00'00''$ WEST, A DISTANCE OF 77.94 FEET; THENCE NORTH $70^{\circ}00'00''$ WEST, A DISTANCE OF 442.40 FEET TO THE POINT OF BEGINNING.

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THE KING AND THE BEAR GOLF COURSE PUMP HOUSE PARCEL

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH $03^{\circ}07'40''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH $20^{\circ}28'53''$ WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET; THENCE NORTH $02^{\circ}00'00''$ EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH $53^{\circ}30'00''$ EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH $01^{\circ}00'00''$ EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH $75^{\circ}00'00''$ EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $85^{\circ}14'30''$ EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $26^{\circ}52'36''$ EAST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ}22'28''$ EAST AND A CHORD DISTANCE OF 74.89 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ}45'38''$ WEST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $30^{\circ}00'00''$ WEST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $10^{\circ}30'00''$ WEST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $09^{\circ}00'00''$ EAST, A DISTANCE OF 755.82 FEET; THENCE SOUTH $81^{\circ}00'00''$ EAST, A DISTANCE OF 112.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°37'25" EAST AND A CHORD DISTANCE OF 141.53 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 2.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°00'00" EAST, A DISTANCE OF 44.55 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 12.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°00'00" EAST AND A CHORD DISTANCE OF 18.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.55 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

REVISED 11/03/96

THE KING AND THE BEAR GOLF MAINTENANCE

SIX MILE CREEK NORTH PARCEL 14

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03°07'40" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH 20°28'53" EAST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE SOUTH 60°20'04" EAST, A DISTANCE OF 2537.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°31'34" EAST, A DISTANCE OF 255.94 FEET; THENCE SOUTH 50°10'57" WEST, A DISTANCE OF 1333.60 FEET; THENCE NORTH 64°30'00" WEST, A DISTANCE OF 59.36 FEET; THENCE NORTH 36°27'33" EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH 36°27'33" EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH 48°39'56" EAST, A DISTANCE OF 4.77 FEET; THENCE NORTH 36°01'25" EAST, A DISTANCE OF 50.39 FEET; THENCE NORTH 34°28'23" EAST, A DISTANCE OF 53.97 FEET; THENCE NORTH 36°57'21" EAST, A DISTANCE OF 31.43 FEET; THENCE NORTH 57°34'45" EAST, A DISTANCE OF 23.48 FEET; THENCE NORTH 61°50'21" EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH 48°16'48" EAST, A DISTANCE OF 53.74 FEET; THENCE NORTH 61°28'43" EAST, A DISTANCE OF 53.82 FEET; THENCE NORTH 47°25'43" EAST, A DISTANCE OF 36.10 FEET; THENCE NORTH 46°42'08" EAST, A DISTANCE OF 59.58 FEET; THENCE NORTH 44°39'10" EAST, A DISTANCE OF 72.15 FEET; THENCE NORTH 30°27'40" EAST, A DISTANCE OF 77.71 FEET; THENCE NORTH 41°51'27" EAST, A DISTANCE OF 83.57 FEET; THENCE NORTH 45°36'01" EAST, A DISTANCE OF 47.68 FEET; THENCE NORTH 51°56'20" EAST, A DISTANCE OF 15.46 FEET; THENCE NORTH 36°22'16" EAST, A DISTANCE OF 120.26 FEET; THENCE NORTH 44°20'49" EAST, A DISTANCE OF 48.01 FEET; THENCE NORTH 17°57'31" EAST, A DISTANCE OF 26.58 FEET; THENCE NORTH 50°20'34" EAST, A DISTANCE OF 57.37 FEET; THENCE NORTH 52°46'31" EAST, A DISTANCE OF 76.48 FEET; THENCE NORTH 53°36'18" EAST, A DISTANCE OF 78.77 FEET; THENCE NORTH 37°11'44" EAST, A DISTANCE OF 45.12 FEET; THENCE NORTH 07°40'30" EAST, A DISTANCE OF 53.28 FEET; THENCE NORTH 36°28'25" EAST, A DISTANCE OF 7.31 FEET; THENCE NORTH 53°31'35" WEST, A DISTANCE OF 70.46 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°27'05" EAST AND A CHORD DISTANCE OF 83.38 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

Articles of Incorporation

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**ARTICLES OF INCORPORATION
OF
SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY
OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be Saint Johns - Six Mile Creek North Property Owners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North to be recorded in the current public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 101 E. Town Place - Suite 200, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

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

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permit No. 4-109-0195-ERP, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein and in Army Corps of Engineers Permit No. 199100108 (MD-MMS).

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

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EXHIBIT B

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

F. To operate without profit for the sole and exclusive benefit of its Members.

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

IV. GENERAL POWERS.

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

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

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

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

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

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

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

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

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

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

V. **MEMBERS.**

The members ("Members") shall consist of the Developer, each Subassociation and each Owner who is not a member of a Subassociation.

VI. **VOTING AND ASSESSMENTS.**

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

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

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

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

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

the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

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

VII. BOARD OF DIRECTORS.

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

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

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

James E. Davidson, Jr.
101 East Town Place - Suite 200
St. Augustine, Florida 32092

Eduardo Gil
101 East Town Place - Suite 200
St. Augustine, Florida 32092

Sharon P. Davidson
101 East Town Place - Suite 200
St. Augustine, Florida 32092

Rick Pariani
101 East Town Place - Suite 200
St. Augustine, Florida 32092

William C. Palmer, Jr.
88-A Main Street
Hilton Head, SC 29926

VIII. OFFICERS.

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

President	James E. Davidson, Jr.
Vice President	Rick Pariani
Treasurer	Eduardo E. Gil
Secretary	Sharon P. Davidson

IX. CORPORATE EXISTENCE.

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

X. BYLAWS.

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

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

James E. Davidson, Jr.
101 East Town Place - Suite 200
St. Augustine, Florida 32092

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(Rev. 11-23-99)

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

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

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

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XV. DISSOLUTION OF THE ASSOCIATION.

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

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

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

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

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C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution shall require the prior approval of the Army Corps of Engineers.

XVI. MERGERS AND CONSOLIDATIONS.

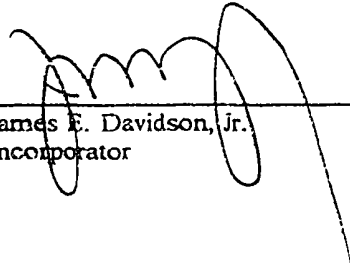
Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved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

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 23 day of December, 1998.

Signed, sealed and delivered
in the presence of:

Judy Borzetti
Tracy Borzetti
(Print or Type Name)

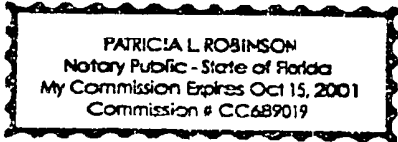
Cynthia K. Vaughn
CYNTHIA K. VAUGHN
(Print or Type Name)


James E. Davidson, Jr.
Incorporator

20641.2
932.98511
(Rev. 11-23-98)

STATE OF FLORIDA }
COUNTY OF St. Johns }SS

The foregoing instrument was acknowledged before me this 23 day of December, 1998, by James E. Davidson, Jr., the Incorporator of SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., on behalf of the corporation.



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

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

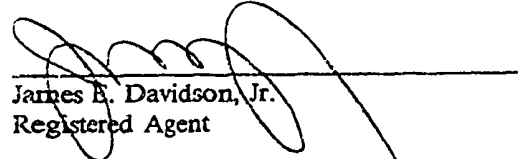
SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 101 E. TOWN PLACE - SUITE 200, ST. AUGUSTINE, FLORIDA 32092, HAS NAMED JAMES E. DAVIDSON, JR., WHOSE ADDRESS IS 101 E. TOWN PLACE - SUITE 200, ST. AUGUSTINE, FLORIDA 32092, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

SAINT JOHNS - SIX MILE CREEK
NORTH PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
James E. Davidson, Jr.
Incorporator
Dated: December 23, 1998

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(Rev. 11-23-98)

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


James E. Davidson, Jr.
Registered Agent

Dated: December 23, 1998

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(Rev. 11-23-96)

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EXHIBIT C

Bylaws

20640.7
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(Rev. 11-23-98)

BYLAWS
OF
SAINT JOHNS - SIX MILE CREEK NORTH
PROPERTY OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

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

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Saint Johns - Six Mile Creek North Property Owners Association, Inc. ("Association") shall be at 101 E. Town Place - Suite 200, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. The Subassociations, the Owners who are not members of a Subassociation, and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot, Building Site or Golf Course Parcel only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

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

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the

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(Rev. 09-01-98)

- 1. To call meetings of the Members.
- A. The Board of Directors shall have power:

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

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

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

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

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

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

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

V. ELECTION OF DIRECTORS.

Death, resignation, removal or other termination of services of any Director appointed by the Developer, or the expiration of term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

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

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

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

3. With reference to assessments of the Association:

(a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

- (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

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

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

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

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

VIII. OFFICERS.

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

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

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

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

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

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

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

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

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

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

IX. COMMITTEES.

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

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

X. BOOKS AND RECORDS.

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

XI. MEETINGS OF MEMBERS.

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

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding sixty percent (60%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

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

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

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Saint Johns - Six Mile Creek North Property Owners Association, Inc., not for profit, 1998.

XIV. AMENDMENTS.

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

XV. INCONSISTENCIES.

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

Adopted by the Board of Directors of Saint Johns - Six Mile Creek North Property Owners Association, Inc., a Florida corporation not-for-profit, effective _____, 19__

By: _____
Secretary

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(Rev. 09-01-98)

EXHIBIT D
Common Area

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932.98311
(Rev. 11-23-98)

ACCESS ROAD AT PARCEL B, SAINT JOHNS

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF LOT 11 OF SAID ANTONIO HUERTAS GRANT, SECTION 38 AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 699.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°06'14" WEST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 325.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 575.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°00'05" WEST AND A CHORD DISTANCE OF 520.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'51" EAST, A DISTANCE OF 118.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°05'21" WEST AND A CHORD DISTANCE OF 283.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°10'32" WEST, A DISTANCE OF 1638.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°21'35" WEST AND A CHORD DISTANCE OF 322.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°53'42" WEST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°26'51" WEST AND A CHORD DISTANCE OF 314.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 270.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°07'22" WEST AND A CHORD DISTANCE OF 265.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 2035.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 124.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 59.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°00'00" WEST, A DISTANCE OF 105.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 47.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 62.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 3.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 278.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1570.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°52'58" WEST AND A CHORD DISTANCE OF 1341.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 273.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°30'00" EAST AND A CHORD DISTANCE OF 263.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°00'00" EAST, A DISTANCE OF 34.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°15'00" EAST AND A CHORD DISTANCE OF 50.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°30'00" EAST A DISTANCE OF 32.79 FEET TO THE POINT

OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°30'00" EAST AND A CHORD DISTANCE OF 120.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 56°30'00" WEST, A DISTANCE OF 33.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°38'51" WEST AND A CHORD DISTANCE OF 49.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°36'09" EAST AND A CHORD DISTANCE OF 58.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°36'28" WEST AND A CHORD DISTANCE OF 220.82 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°37'37" EAST AND A CHORD DISTANCE OF 102.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°28'09" EAST, A DISTANCE OF 179.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 238.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°44'05" EAST AND A CHORD DISTANCE OF 234.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 160.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°00'00" EAST AND A CHORD DISTANCE OF 159.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 518.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°30'00" EAST AND A CHORD DISTANCE OF 498.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°00'00" EAST, A DISTANCE OF 34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY

HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°00'00" EAST AND A CHORD DISTANCE OF 94.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 324.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°00'23" WEST AND A CHORD DISTANCE OF 307.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°00'46" WEST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°12'12" WEST AND A CHORD DISTANCE OF 282.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°35'22" WEST, A DISTANCE OF 127.74 FEET; THENCE NORTH 89°37'08" WEST, A DISTANCE OF 121.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 212.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°03'31" WEST AND A CHORD DISTANCE OF 194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 414.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 128.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 88.68 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 72.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 49.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 273.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°37'05" WEST AND A CHORD DISTANCE OF 88.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 75.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°45'00" WEST AND A CHORD DISTANCE OF 142.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 38°00'00" WEST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 697.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°00'00" WEST AND A CHORD DISTANCE OF 649.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°00'00" WEST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1060.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1165.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°30'00" WEST AND A CHORD DISTANCE OF 1107.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°00'00" WEST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°30'00" WEST AND A CHORD DISTANCE OF 199.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°18'37" EAST AND A CHORD DISTANCE OF 164.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°37'13" EAST, A DISTANCE OF 1025.93 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 219.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 663.59 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 242.34 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 265.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°18'37" WEST AND A CHORD DISTANCE OF 234.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°00'00" EAST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 235.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°30'00" EAST AND A CHORD DISTANCE OF 235.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 49°00'00" EAST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1140.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE, AN ARC DISTANCE OF 1253.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°30'00" EAST AND A CHORD DISTANCE OF 1191.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°00'00" EAST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 594.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°00'00" EAST AND A CHORD DISTANCE OF 553.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°00'00" EAST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 160.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°45'00" EAST AND A CHORD DISTANCE OF 94.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00" EAST, A DISTANCE OF 76.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°37'05" EAST AND A CHORD DISTANCE OF 133.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°44'10" EAST, A DISTANCE OF 771.15 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 348.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°03'54" EAST AND A CHORD DISTANCE OF 333.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°36'22" EAST, A DISTANCE OF 258.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'12" EAST AND A CHORD DISTANCE OF 241.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°00'46" EAST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 210.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°00'23" EAST AND A CHORD DISTANCE OF 222.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°00'00" WEST AND A CHORD DISTANCE OF 80.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°00'00" WEST, A DISTANCE OF

34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 441.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°30'00" WEST AND A CHORD DISTANCE OF 424.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°00'00" WEST AND A CHORD DISTANCE OF 187.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°44'05" WEST AND A CHORD DISTANCE OF 183.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°28'09" WEST, A DISTANCE OF 173.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 88.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°17'29" WEST AND A CHORD DISTANCE OF 35.26 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°44'23" WEST AND A CHORD DISTANCE OF 226.64 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°42'35" EAST AND A CHORD DISTANCE OF 86.92 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 163.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°58'32" EAST AND A CHORD DISTANCE OF 166.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°30'00" WEST AND A CHORD DISTANCE OF 171.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 51.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHERLY ALONG THE

ARC OF SAID CURVE, AN ARC DISTANCE OF 350.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°30'00" WEST AND A CHORD DISTANCE OF 337.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1724.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°52'38" EAST AND A CHORD DISTANCE OF 1472.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°14'45" EAST, A DISTANCE OF 2730.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°07'22" EAST AND A CHORD DISTANCE OF 210.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 254.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°26'51" EAST AND A CHORD DISTANCE OF 245.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°53'42" EAST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 439.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°21'35" EAST AND A CHORD DISTANCE OF 413.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°10'32" EAST, A DISTANCE OF 1638.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 472.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°05'21" EAST AND A CHORD DISTANCE OF 424.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°59'51" WEST, A DISTANCE OF 98.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 422.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°00'05" EAST AND A CHORD DISTANCE OF 382.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 325.17 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°53'46" EAST AND A CHORD DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING.

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EXHIBIT E

Roadways

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(Rev. 11-23-98)

ACCESS ROAD AT PARCEL B, SAINT JOHNS

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF LOT 11 OF SAID ANTONIO HUERTAS GRANT, SECTION 38 AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 699.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°06'14" WEST AND A CHORD DISTANCE OF 70.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 325.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 575.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°00'05" WEST AND A CHORD DISTANCE OF 520.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'51" EAST, A DISTANCE OF 118.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°05'21" WEST AND A CHORD DISTANCE OF 283.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72°10'32" WEST, A DISTANCE OF 1638.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 342.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°21'35" WEST AND A CHORD DISTANCE OF 322.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°53'42" WEST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°26'51" WEST AND A CHORD DISTANCE OF 314.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 380.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 270.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°07'22" WEST AND A CHORD DISTANCE OF 265.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 2035.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 124.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 59.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°00'00" WEST, A DISTANCE OF 105.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°07'22" WEST AND A CHORD DISTANCE OF 47.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 62.33 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 3.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°07'22" WEST AND A CHORD DISTANCE OF 84.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°14'45" WEST, A DISTANCE OF 278.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1570.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°52'38" WEST AND A CHORD DISTANCE OF 1341.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 273.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°30'00" EAST AND A CHORD DISTANCE OF 263.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°00'00" EAST, A DISTANCE OF 34.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74°15'00" EAST AND A CHORD DISTANCE OF 53.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°30'00" EAST, A DISTANCE OF 32.79 FEET TO THE POINT

OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°30'00" EAST AND A CHORD DISTANCE OF 120.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 66°30'00" WEST, A DISTANCE OF 33.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°38'51" WEST AND A CHORD DISTANCE OF 49.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°36'09" EAST AND A CHORD DISTANCE OF 58.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°36'28" WEST AND A CHORD DISTANCE OF 220.82 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°37'37" EAST AND A CHORD DISTANCE OF 102.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°28'09" EAST, A DISTANCE OF 179.01 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 365.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 238.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°44'05" EAST AND A CHORD DISTANCE OF 234.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 160.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°00'00" EAST AND A CHORD DISTANCE OF 159.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°00'00" EAST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 518.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°30'00" EAST AND A CHORD DISTANCE OF 498.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°00'00" EAST, A DISTANCE OF 34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY

HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°00'00" EAST AND A CHORD DISTANCE OF 94.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 290.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 324.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°00'22" WEST AND A CHORD DISTANCE OF 307.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°00'46" WEST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 286.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°12'12" WEST AND A CHORD DISTANCE OF 282.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°36'22" WEST, A DISTANCE OF 127.74 FEET; THENCE NORTH 89°37'08" WEST, A DISTANCE OF 121.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 212.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°03'31" WEST AND A CHORD DISTANCE OF 194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 414.36 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 128.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 88.68 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 72.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°00'15" WEST AND A CHORD DISTANCE OF 49.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°44'10" WEST, A DISTANCE OF 273.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°37'05" WEST AND A CHORD DISTANCE OF 88.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 76.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°45'00" WEST AND A CHORD DISTANCE OF 142.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 38°00'00" WEST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 697.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°00'00" WEST AND A CHORD DISTANCE OF 649.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°00'00" WEST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1060.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1165.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°30'00" WEST AND A CHORD DISTANCE OF 1107.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°00'00" WEST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°30'00" WEST AND A CHORD DISTANCE OF 199.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 169.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°18'37" EAST AND A CHORD DISTANCE OF 164.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°37'13" EAST, A DISTANCE OF 1025.93 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 219.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 663.59 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 61°22'47" EAST, A DISTANCE OF 139.98 FEET; THENCE NORTH 28°37'13" WEST, A DISTANCE OF 242.34 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 265.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°18'37" WEST AND A CHORD DISTANCE OF 234.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 24°00'00" EAST, A DISTANCE OF 253.48 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 235.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°30'00" EAST AND A CHORD DISTANCE OF 233.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 49°00'00" EAST, A DISTANCE OF 316.42 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1140.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE, AN ARC DISTANCE OF 1253.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°30'00" EAST AND A CHORD DISTANCE OF 1191.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°00'00" EAST, A DISTANCE OF 235.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 594.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°00'00" EAST AND A CHORD DISTANCE OF 553.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°00'00" EAST, A DISTANCE OF 772.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 160.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°45'00" EAST AND A CHORD DISTANCE OF 94.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00" EAST, A DISTANCE OF 76.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 240.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°37'05" EAST AND A CHORD DISTANCE OF 133.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°44'10" EAST, A DISTANCE OF 771.15 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 340.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 348.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°03'54" EAST AND A CHORD DISTANCE OF 333.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°36'22" EAST, A DISTANCE OF 258.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°12'12" EAST AND A CHORD DISTANCE OF 241.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°00'46" EAST, A DISTANCE OF 561.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 210.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°00'23" EAST AND A CHORD DISTANCE OF 222.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 9.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°00'00" WEST AND A CHORD DISTANCE OF 80.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10°00'00" WEST, A DISTANCE OF

34.83 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 441.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°30'00" WEST AND A CHORD DISTANCE OF 424.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°00'00" WEST, A DISTANCE OF 249.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°00'00" WEST AND A CHORD DISTANCE OF 187.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 144.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 186.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°44'05" WEST AND A CHORD DISTANCE OF 183.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°28'00" WEST, A DISTANCE OF 173.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 88.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°17'29" WEST AND A CHORD DISTANCE OF 85.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°44'23" WEST AND A CHORD DISTANCE OF 226.64 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°42'35" EAST AND A CHORD DISTANCE OF 86.92 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 168.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°58'32" EAST AND A CHORD DISTANCE OF 166.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE NORTH, A DISTANCE OF 371.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°30'00" WEST AND A CHORD DISTANCE OF 171.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 54.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHERLY ALONG THE

ARC OF SAID CURVE, AN ARC DISTANCE OF 350.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°30'00" WEST AND A CHORD DISTANCE OF 337.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 328.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1724.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°52'38" EAST AND A CHORD DISTANCE OF 1472.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°14'45" EAST, A DISTANCE OF 2730.29 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°07'22" EAST AND A CHORD DISTANCE OF 210.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF 141.80 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 254.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°26'51" EAST AND A CHORD DISTANCE OF 245.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°53'42" EAST, A DISTANCE OF 864.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 439.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°21'35" EAST AND A CHORD DISTANCE OF 413.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°10'32" EAST, A DISTANCE OF 1628.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 472.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°05'21" EAST AND A CHORD DISTANCE OF 424.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17°59'51" WEST, A DISTANCE OF 98.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 422.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°00'05" EAST AND A CHORD DISTANCE OF 382.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 325.17 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°52'46" EAST AND A CHORD DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING.

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Public Records of
St. Johns County, FL
Clerk# 98058831
O.R. 1374 FG 2006
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REC \$157.00 SUR \$20.00

DECLARATION OF
COVENANTS, EASEMENTS AND RESTRICTIONS

(Six Mile Creek Parcel)

et

Prepared by: M. Lynn Pappas
Pappas, Metcalf, Jenks,
Miller & Roitach, P.A.
200 W. Forsyth Street, Suite 1400
Jacksonville, FL 32202

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION is entered into this 30 day of December, 1998, by and between SJ LAND ASSOCIATES, LLC, a Delaware limited liability company ("Developer"), and SCRATCH GOLF COMPANY, a South Carolina general partnership ("Scratch").

RECITALS:

A. Developer is the fee simple owner of approximately 3,900 acres of real property referenced as the "Six Mile Creek Parcel" in that certain Development of Regional Impact Order approved by St. Johns County, Resolution No. 91-130, as amended (the "Saint Johns DRI") and Planned Unit Development Ordinance Number 91-37 approved by St. Johns County, Florida, as amended (the "Saint Johns PUD"). A portion of the Six Mile Creek Parcel is as described on Exhibit "A" attached hereto and made a part hereof (the "Six Mile Creek North Parcel").

B. Developer has agreed to convey to Scratch certain real property within the Six Mile Creek North Parcel, as described on Exhibit "B" attached hereto and made a part hereof (the "River Tract North Golf Course Parcel").

C. World Golf Foundation, Inc. (formerly known as World Golf Village, Inc.) ("WGF") has constructed improvements within certain lands referenced as the "Interchange Northwest Tract" under the Saint Johns DRI known as the World Golf Village which includes, the PGA Tour Hall of Fame, LPGA Hall of Fame, PGA World Golf Hall of Fame (the "Hall of Fame"), the PGA Tour Golf Academy, an IMAX theater, a headquarters and production facility for PGA Tour Productions. Scratch has constructed one 18 hole championship golf

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course and related clubhouse, along with related structures and ancillary improvements within the Interchange Northwest Tract. The WGF improvements and golf course are collectively known as the "World Golf Village." The River Tract North Golf Course Parcel has been conveyed to Scratch for construction of the "River Tract North Golf Course" which will be incorporated into and operated as part of the World Golf Village.

D. The lands of Developer located within one hundred (100) feet of the boundary of the River Tract North Golf Course Parcel (the "Restricted Area") shall be subject to certain use restrictions as contained herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Scratch hereby declare that the River Tract North Golf Course Parcel and portions of the Six Mile Creek North Parcel shall hereinafter be subjected to certain terms and provisions of the following Declaration of Covenants, Easements and Restrictions.

Section 1. EASEMENTS.

1.1 Drainage Easement. Developer hereby grants to Scratch for the benefit of the River Tract North Golf Course Parcel a perpetual and non-exclusive easement over and upon portions of the Six Mile Creek North Parcel for the purposes and subject to the terms and conditions set forth herein. Developer hereby reserves to itself so long as it owns land within the Six Mile Creek North Parcel and reserves perpetually to the Association, as hereinafter defined, for the benefit of the Six Mile Creek North Parcel, other than the River Tract North Golf Course Parcel, a perpetual and non-exclusive easement over and upon the River Tract North Golf Course Parcel for the purposes and subject to the terms and conditions set forth

herein. The foregoing easements shall be for the use and operation of a lake and drainage system, together with a non-exclusive perpetual right and easement to connect to and use the drainage system located upon the Six Mile Creek North Parcel or River Tract North Golf Course Parcel or any replacement thereof. The drainage system shall consist of a series of interconnected lakes and drainage improvements, all as more particularly described in the Surface Water Permits, as such term is defined in Section 3.0 below (the "Drainage System"). The easements granted and reserved herein shall include a perpetual right to use the Drainage System and the easements herein reserved to Developer shall include the right to perform all construction, maintenance and repair of the Drainage System necessary in the judgment of Developer or the Saint Johns-Six Mile Creek North Property Owners Association, Inc. (the "Association") to use and operate the Drainage System in accordance with the standards set forth in Section 3.1 hereof, and subject to Section 6.3 hereof. Developer hereby reserves for itself and grants to the Association a perpetual non-exclusive easement over the River Tract North Golf Course Parcel for ingress and egress at all times for purposes of maintenance of the Drainage System subject to Section 6.3 hereof, and upon notice to the owner of the River Tract North Golf Course Parcel for inspecting and testing the water level and water quality of the Drainage System and otherwise to exercise the rights and obligations of Developer and the Association set forth in this Declaration. The specific location of access ways over the River Tract North Golf Course Parcel may be designated from time to time by Scratch so long as such designated areas allow Developer and the Association a reasonably direct means of ingress and egress to the Drainage System.

1.2 Drainage Maintenance Easement. Developer specifically reserves for itself and the Association a perpetual non-exclusive easement for ingress and egress to portions of the Drainage System within the River Tract North Golf Course Parcel and within fifteen (15) feet in width around the perimeter of any lake constituting a portion of the Drainage System within the River Tract North Golf Course Parcel for ingress and egress and for the purpose of maintenance of lake areas, including, but not limited to, ingress and egress as may be reasonably necessary by vehicles necessary for the dredging of lakes and other equipment or vehicles necessary to maintain the Drainage System in accordance with the standards established in Sections 3.1 and 6.3.

1.3 Golf Course Irrigation. Scratch hereby covenants and agrees, for the benefit of St. Johns County (the "County") that the River Tract North Golf Course shall be designed and constructed to incorporate reuse distribution facilities for irrigation of the River Tract North Golf Course in a manner as designed and in accordance with the laws, rules, regulations and applicable permits of the Florida Department of Environmental Protection, the St. Johns River Water Management District and any other governmental agency having jurisdiction over such operations. When and if treated wastewater from the reuse water main is available, Scratch shall use such reuse water as its primary source of irrigation supplementing such source with stormwater (as the secondary source) and surface water from Six Mile Creek (as a backup source) only when treated wastewater from the County is not sufficient to meet the needs of the River Tract North Golf Course or is not properly treated in accordance with applicable regulatory standards. As a condition to the obligation of Scratch to accept reuse water, the County shall make adequate alternative arrangements for disposal of treated

wastewater during periods of wet weather and during periods of minimum irrigation in a manner consistent with law and in accordance with the County's environmental permits. In no event shall Scratch be required to accept treated wastewater for application on the River Tract North Golf Course in excess of its reasonable irrigation needs.

1.4 Utility Easements Reserved. Developer hereby reserves to itself and future utility companies serving the Six Mile Creek Parcel (a "Utility Company") for the benefit of the Six Mile Creek Parcel, other than the River Tract North Golf Course Parcel, a non-exclusive and perpetual easement over and upon portions of the River Tract North Golf Course Parcel for construction, installation and maintenance of utility lines, conduits and improvements including, but not limited to, water and sewer service, electric service and an exclusive and perpetual easement for the supply of cable television service, all such easements subject to the provisions of Section 6.3 hereof. The precise locations of the easement areas may be designated by the owner of the River Tract North Golf Course Parcel, provided that such locations shall provide a reasonably direct means of travel for such improvements across the River Tract North Golf Course Parcel consistent with the plans and specifications for service within the Six Mile Creek Parcel as determined by such utility companies.

1.5 Miscellaneous. The easements granted and reserved in Sections 1.1, 1.2 and 1.4 above shall be reduced at the request of the affected party to include only the actual lakes, water bodies, canal areas and other property constituting part of the Drainage System or upon which drainage facilities or utility improvements are located, together with reasonable access to such lakes, water bodies, canals and utility improvements for the purposes of the easements herein provided. In order to reduce the easement area, the requesting party shall

obtain a survey and legal description of the Drainage System and actual or intended location of utility improvements and reasonable access to the Drainage System and utility improvements and upon approval of such survey by the other parties, Developer and Association shall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borne by the party requesting same.

1.6 Restoration and Repair. Any party entering upon the property of another in the exercise of the easement rights granted herein shall coordinate with the property owner to minimize any disruption and shall hold harmless and indemnify the other for any loss, cost, damage or expense suffered by such property owner and resulting directly from the activities of such other party in the exercise of its easement rights including reasonable attorneys' fees whether incurred in preparation for trial, at trial, on appeal or in connection with insolvency proceedings. Any property disturbed in the exercise of the easement rights granted shall be restored as soon as reasonably practical following such activity to its previously existing condition by the party performing such activity.

1.7 Further Assurances. Each party agrees to execute and deliver any and all such other instruments and documents consistent with the terms of this Agreement and do any and all such other acts and things as may be necessary or expedient to more fully effectuate the terms of this Agreement.

Section 2. PERMIT COMPLIANCE

The parties acknowledge that the improvements to be constructed upon the River Tract North Golf Course Parcel are subject to certain conditions and requirements contained in

the Saint Johns DRI, Saint Johns PUD and in the following permits: Individual MSSW Permit # 41090120C (conceptual) and Individual ERP Permit #4-109-0195-ERP, Consumptive Use Permit #50660 (the "CUP Permit") all as issued by the Saint Johns River Water Management District and Army Corps of Engineers Permit #199100108 (MD-MMS) (the "Surface Water Permits"). The parties shall comply with all applicable provisions of the Saint Johns DRI, Saint Johns PUD, the CUP Permit and the Surface Water Permits, as well as all other permits obtained or to be obtained in connection with development of the Six Mile Creek North Parcel or the River Tract North Golf Course Parcel. Scratch shall hold harmless and indemnify Developer from loss, cost, damage or expense incurred by Developer and arising as a result of a violation by Scratch of the requirements of the Saint Johns DRI, Saint Johns PUD, the CUP Permit and Surface Water Permits (a "Violation"). Scratch shall hold harmless and indemnify Developer from loss, cost, damage or expense incurred by Developer and arising as a result of a Violation by Scratch.

Section 3. PROPERTY MAINTENANCE AND USE RESTRICTIONS.

3.1 Drainage System. The Drainage System has been designed in accordance with plans approved by Developer and Scratch. Scratch shall not materially modify any portion of the Drainage System maintained by it nor alter the flow of drainage within the Drainage System unless such modifications have been approved by Developer and the Association, which consent shall not be unreasonably withheld or delayed. Developer may effect relocation of the drainage easements as provided for in Section 1.1 above provided that, as to the River Tract North Golf Course Parcel, any such relocation (i) shall adhere to the requirements of Section 6.3 below; (ii) shall not interfere with vertical structures located within the River Tract North

Golf Course Parcel; and (iii) shall not in the reasonable discretion of the owner of the River Tract North Golf Course Parcel materially and adversely affect the play of golf or quality standard of the River Tract North Golf Course Parcel. The cost of any such relocation shall be borne by Developer.

3.1.1 Developer or the Association shall at all times maintain, keep in good repair and operate the Drainage System in accordance with all applicable laws, rules, standards, regulations and orders of governmental agencies having jurisdiction over the Drainage System, subject to the obligations of Scratch under the terms of this Declaration.

3.1.2 The cost and expense of maintenance of the Drainage System to be performed by Developer or the Association shall be assessed to all property owners within the Six Mile North Creek Parcel or portions thereof pursuant to Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North, as recorded in Official Records Book 1374 Page 1850, of the Public Records of St. Johns County, Florida.

3.1.3 To the extent any structures or improvements are constructed on the River Tract North Golf Course Parcel, they shall be maintained by Scratch, at its expense, so as to allow for the continued uninterrupted flow of surface water through the Drainage System. If any such improvements shall result in obstruction of the Drainage System, Developer or the Association shall have the right and easement to enter upon such property to clear the obstruction subject to the provisions of Section 6.3 and the cost of such maintenance shall be borne by the owner of such property.

3.2 Obligations with Regard to Surface Water Run-Off. Maintenance of water quality within water bodies constituting part of the Drainage System is both necessary and

desirable to preserve the values of the property surrounding such water bodies and to comply with statutes, rules and regulations of agencies having jurisdiction over the water bodies. As a result, drainage flow from the River Tract North Golf Course Parcel shall not be obstructed or diverted from the Drainage System. Further, the owner of the River Tract North Golf Course Parcel and owners within the Six Mile Creek North Parcel abutting the Drainage System shall be prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into water bodies which would have the effect of directly obstructing the flow of water within the Drainage System, indirectly affecting such an obstruction by encouraging the growth of algae, causing extraordinary siltation within water bodies or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water through the Drainage System or creating unsightly conditions in such water bodies which diminish their appearance as free flowing water bodies. To the extent that any owner of property within the River Tract North Golf Course Parcel or Six Mile Creek North Parcel abutting the Drainage System shall be determined to be responsible for such discharge, the cost of any maintenance repair or reconstruction activity within the water body, or upon lake edge areas or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by Developer or the Association in connection with the performance of its maintenance of the Drainage System and such sums shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary

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to correct a violation of this Section, the upland owner responsible for such violation within the River Tract North Golf Course Parcel or Six Mile Creek North Parcel shall undertake repairs or reconstruction of its upland property or shall permit such repairs or reconstruction to be undertaken on its property by Developer or the Association at the expense of such responsible upland owner.

3.3 Lake Edge Maintenance and Lake Use. Subject to the provisions of Section 3.4 below as to irrigation of the River Tract North Golf Course Parcel, only Developer, Scratch or the Association shall have the right to pump or otherwise remove any water from any water bodies constituting part of the Drainage System for the purpose of irrigation or other use or to place any objects in such water bodies. Scratch shall have the right to temporarily reduce water levels within the Drainage System as may be reasonably necessary for lake maintenance and provided that such activity is conducted in accordance with all requirements of the applicable governmental permits. No gas or diesel driven boats shall be permitted to be operated in any water bodies constituting part of the Drainage System except that Developer or the Association may use such boats in performing their maintenance responsibilities. All properties within the River Tract North Golf Course Parcel or Six Mile Creek North Parcel which now or hereafter are adjacent to, or include a portion of a water body constituting part of the Drainage System (the "Lake Parcel(s)") shall be maintained by the owner of such property so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankments shall not be changed without the prior written consent of Developer or the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the owner of such Lake Parcel. If the property

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owner of any Lake Parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with this provision, Developer, or the Association, after written notice to such owner, shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the owner of such Lake Parcel, which shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest permissible rate under Florida law. Title to any Lake Parcel shall not include ownership of riparian rights associated therewith, which riparian rights shall remain the property of Developer or the Association. No docks or other structures shall be constructed on any embankments of Lake Parcels unless or until the same has been approved by Developer or the Association. No boats shall be permitted within the Drainage System except for maintenance purposes.

3.4 Use of Lake Water for Irrigation. Scratch acknowledges that the provisions of the CUP Permit require that sources of irrigation for the River Tract North Golf Course shall be provided in the following order of priority (i) treated effluent; (ii) lake water; and (iii) Six Mile Creek. Developer agrees that Scratch shall have the right to draw water from lakes in the Drainage System for irrigation purposes during periods when the available treated effluent is insufficient to supply irrigation needs; provided that the water levels in the Drainage System lakes shall not be drawn below the minimum level established by any applicable permit. Scratch further acknowledges that due to the integrated treatment of all consumptive uses of water under the terms of the Saint Johns DRI, any application submitted by Scratch for additional consumptive use of water or to modify the CUP Permit shall be consistent with the

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requirements of the Saint Johns DRI and Common Irrigation Agreement between Developer and Scratch dated of even date herewith. Provided that any such consumptive use shall be consistent with the requirements of the Saint Johns DRI and consistent with consumptive uses of Developer for potable water within the land constituting the Saint Johns DRI, Developer shall not unreasonably withhold, delay or deny its consent to any such application.

Section 4. USE RESTRICTIONS AFFECTING RIVER TRACT NORTH GOLF COURSE PARCEL.

4.1 Construction Standards for River Tract North Golf Course Parcel.

Scratch also agrees that prior to commencement of construction of any improvements of any kind or nature to be constructed, placed or maintained within the River Tract North Golf Course Parcel, plans and specifications for such improvements shall be subject to the prior written approval of Developer as to (i) consistency with the quality of the World Golf Village Golf Course, and (ii) conformance and compatibility with the requirements of all governmental permits and approvals affecting the River Tract North Golf Course Parcel. Based on the foregoing, Developer shall not unreasonably withhold, delay or deny its approval of any such improvements.

4.2 DRI and PLD and Permit Compliance. Due to the integrated nature of the River Tract North Golf Course Parcel with the Six Mile Creek North Parcel under the terms of the permits referenced in Section 2.0 above affecting the entire Six Mile Creek North Parcel, Scratch agrees that it will not construct any improvements within the River Tract North Golf Course Parcel, nor take any action in connection with ownership or operation of the River Tract North Golf Course Parcel which would result in the modification of the terms and provisions

of any of such permits in any manner material and adverse to the Developer without the prior written consent of Developer, which may be granted or withheld in its sole discretion.

4.3 River Tract North Golf Course Continuing Operating Covenant. Scratch shall be obligated to continuously operate the River Tract North Golf Course for twenty (20) years from December 30, 1998 which operation shall be conducted at all times in accordance with the River Tract North Golf Facility Use Agreement dated of even date herewith between Scratch, Developer, WGF, John Q. Hammons Hotels Two, L.P., Vistana, WGV, Ltd. and SJH Partnership, Ltd., which includes the obligation of Scratch to operate the River Tract North Golf Course as a facility affiliated with the World Golf Village and trademarks and tradenames of WGF. The provisions of this Section 4.3 shall benefit and be enforceable by Developer, its permitted successors or assigns, at law or in equity, and SJH Partnership, Ltd. as the owner of the Interchange Northwest Parcel, as described in the Saint Johns DRI, or its permitted successors or assigns.

4.4 Limitation on Conveyance or Encumbrance of River Tract North Golf Course Parcel. For a period of time commencing on the date hereof to and including twenty (20) years from December 30, 1998, Scratch shall not convey any portion of the River Tract North Golf Course Parcel or any interest therein by sale, leasehold or other conveyance to any other party, without the prior written consent of Developer, except as specifically set forth herein, which consent shall not be unreasonably withheld. Scratch may transfer the River Tract North Golf Course Parcel to an affiliate of Scratch fifty-one percent (51%) or more of the equity interest of which is owned by Scratch or its principals without the prior written consent of Developer. Developer shall consent to a conveyance to any party who

has (or who contracts for management by a party who has) experience in golf course construction and management comparable to that of Scratch and is recognized in the industry as a reputable and quality manager of golf course operations. Any such transferee shall assume obligations of Scratch under this Agreement and all related agreements in which event Scratch shall be relieved of such obligations to the extent assumed by such transferee. The provisions of this Section 4.4 shall, if not sooner terminated, terminate upon the later of (i) transfer of control of the Association by Developer to the property owners and (ii) the transfer of control of the master property owners association for the River Tract by Developer to the property owners.

4.5 Use Restriction. For a period of fifty (50) years from December 30, 1998 those lands constituting the River Tract North Golf Course Parcel shall be utilized exclusively for the construction, development and operation of an 18 hole golf course, golf clubhouse affiliated with the World Golf Village and for ancillary uses thereto and for no other use or purpose.

4.6 Purpose of Restraint. Scratch acknowledges that the restrictions contained within this Section 4 constitute a reasonable restraint on alienation of the River Tract North Golf Course Parcel.

Section 5. USE RESTRICTIONS OF DEVELOPER

5.1 Restricted Area. Developer and Scratch acknowledge that the nature of development of areas in the immediate vicinity of the River Tract North Golf Course Parcel will have a material impact upon the use and operation of the River Tract North Golf Course. As a result, Developer has agreed that the improvements to be developed within the Restricted Area

shall be subject to the following restrictions so long as the River Tract North Golf Course is open for play.

5.1.1 Reasonable efforts shall be made to screen locations of permanent construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of sight of the River Tract North Golf Course.

5.1.2 All construction areas shall be kept in reasonably good order. All debris shall be placed in dumpsters which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground.

5.1.3 The contractor shall schedule and perform his work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impacts on the play of golf, including, but not limited to, play in, or conduct of, any Golf Tournament, as such term is defined in Section 6.1 below, including the enjoyment thereof by spectators.

5.1.4 The contractor shall exercise reasonable care to restore any area affected by construction activities to its original condition.

5.1.5 During any Golf Tournament no exterior work will be allowed on any portion of the Restricted Area if such work, in the reasonable judgment of the owners or operators of the River Tract North Golf Course, would disturb play in, or conduct of, the Golf Tournament, including the enjoyment thereof by spectators. For purposes of illustration only, such prohibited construction work during any Tournament shall include pile driving, hammering, jack-hammering, sawing (by means of a power or chain saw), and similar noisy activities.

5.1.6 Any trenches located within a distance of ten (10) feet from the boundary of the River Tract North Golf Course must be closed overnight unless effectively barricaded, lighted and marked to indicate a hazardous condition.

5.1.7 Construction parking will be restricted to the street side of any property contiguous to the River Tract North Golf Course (i.e. away from the common boundary with the River Tract North Golf Course).

5.1.8 No blasting will be permitted during any Tournament and at all other times shall be restricted to weekdays only.

5.1.9 In order to prevent damage to the River Tract North Golf Course, at no time will access be allowed across or over the River Tract North Golf Course for storage or transportation of labor or materials or location of construction equipment other than in connection with construction easements approved in advance in writing by the owners or operators of the River Tract North Golf Course.

5.1.10 Radios, tape or record players, telephones, horns or bells shall not be operated in an unreasonably loud manner on any portion of the Restricted Area.

5.1.11 Pets shall be kept off the River Tract North Golf Course at all times.

Section 6. PROVISIONS RELATED TO THE PLAY OF GOLF.

6.1 Construction Activity. To the extent Scratch shall elect to hold a nationally recognized PGA Tour Tournament or golf tournament associated with induction ceremonies sanctioned by Scratch upon the River Tract North Golf Course Parcel (a "Golf Tournament"), no construction activity shall be conducted within the Restricted Area which, in the reasonable

judgment of Scratch, disturbs play in or the conduct of the Golf Tournament, including the enjoyment of spectators. The foregoing provisions of Section 5.1 and this Section 6.1 as to construction activity during a Golf Tournament shall be enforceable by Scratch for a maximum period of one (1) period of seven (7) consecutive days in any annual period and two (2) additional periods of three (3) consecutive days in any annual period, for a total maximum period of thirteen (13) days in any annual period. Notice of a Golf Tournament should be provided by Scratch to Developer at least ninety (90) days in advance.

6.2 Access for Property Owners. Developer hereby reserves an easement right and privilege for access to the River Tract North Golf Course Parcel which easement right and privilege shall be limited to the terms and provisions set forth in the Golf Facility Use Agreement as described in Section 4.3 above.

6.3 Golf Course Maintenance Restrictions. Developer and the Association, their successors and assigns, acknowledge and agree that maintenance of the Drainage System and utility improvements shall be performed within the River Tract North Golf Course Parcel so as to permit the continued uninterrupted play of golf on the River Tract North Golf Course Parcel at all times to the greatest extent possible. No continuous open trenches will be permitted which would interrupt the play of golf on fairways, unless for emergency purposes, and such maintenance activity will be performed so that digging within the fairway areas will be staggered so as to allow for continuous play on the fairways unless in the case of an emergency repair or unless otherwise approved by Scratch. Except in cases of emergency repairs, no maintenance operations shall be conducted by Developer or the Association during a Golf Tournament.

Section 7. MISCELLANEOUS.

7.1 Successors and Assigns. The easement rights, covenants and restrictions contained herein shall be binding upon Scratch and all owners of the River Tract North Golf Course Parcel, or any portion thereof. The easement rights contained in Section 1.1 above and the use restrictions contained in Section 4.5 above shall be binding upon Developer and all owners of any portion of the Drainage System located within the Six Mile Creek North Parcel and the Restricted Area, respectively. Developer may assign its rights, in whole or in part, under this Declaration to (i) any lender providing financing or refinancing of improvements within the Six Mile Creek North Parcel; (ii) any successor master developer of the Six Mile Creek North Parcel, provided that such successor or master developer and its principals shall not be generally reputed to be engaged in criminal activities or controlled by persons known to be engaged in criminal activities or an associate or agent of criminals, and shall have experience in the real estate development industry at least equivalent to that of Developer; (iii) the Association, as to Sections 1.1, 1.2, 1.5, 1.6, 2.0 and 3.1-3.4; (iv) the County, as to Section 1.3; and (v) a Utility Company as to Sections 1.4, 1.5 and 1.6. Upon transfer of title to any portion of the Restricted Area to a third party, Developer shall thereafter be released from any obligations under Section 5.0 above.

7.2. Modification. The terms and provisions of this Declaration may be modified by the then owner of any portion of the River Tract North Golf Course Parcel or the Developer and its permitted assignees as described in Section 7.1 above. The terms and provisions of this Declaration providing rights and benefits to the Association, may only be modified with the consent and in order of the Association.

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7.3 Notice. Any notice required to be given hereunder will be effective only if such notice has been sent by overnight courier, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed for the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

TO SCRATCH:

Scratch Golf Company
88-A Main Street [if by mail P.O. Box 23227]
Hilton Head Island, SC 29926 [if by P.O. Box 29926]
Attention: William C. Palmer, Jr.
Phone: (843) 686-6000
Fax: (843) 689-2615

Copy to:

The United Company
1005 Glenway Avenue
Bristol, VA 24201
Attention: Wayne L. Bell

TO DEVELOPER:

SJ Land Associates, LLC
824 Market Street, Suite 900
Wilmington, DE 19801
Attention: Andrew H. McQuarrie

Copy to:

Davidson Development, Inc.
101 East Town Place, Suite 200
St. Augustine, FL 32092
Attention: James E. Davidson, Jr.

and

M. Lynn Pappas, Esq.
Pappas Metcalf Jenks Miller & Reinsch, P.A.
200 W. Forsyth Street, Suite 1400
Jacksonville, FL 32202

The effective date of the notice shall be three (3) days after the date of mailing if forwarded by certified mail. All consents required hereunder shall be in writing.

7.4 Authority. Each party represents and warrants that it has full authority to enter into this Agreement.

7.5. Remedies for Default. The covenants, conditions and easements contained herein constitute obligations running with title to the properties herein described. To the extent that any party bound shall default in its obligations pursuant to the terms of this Declaration, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

7.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

7.7 Attorneys' Fees. In the event litigation shall be commenced to enforce any party's rights under the terms of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, in preparation for trial, at the trial level or on appeal.

7.8 Platted Lots and Final Development Plan. Notwithstanding anything contained herein to the contrary, the terms and provisions of Sections 1.1, 1.2 and 3.1

concerning drainage easements, maintenance of the Drainage System, and effluent disposal easements shall not constitute an encumbrance upon title to any lot within a platted subdivision within the Six Mile Creek North Parcel, or any property described as part of a final development plan as approved by St. Johns County, Florida, within the Six Mile Creek North Parcel, except to the extent that easements for drainage purposes are (i) specifically located upon the plat affecting such lot recorded in the Public Records of St. Johns County, Florida, (ii) incorporated in the recorded Declaration of Covenants and Restrictions applicable to the platted lots within a subdivision, or (iii) specifically designated as drainage easements as part of a final development plan, as approved by St. Johns County.

7.9 Third Party Beneficiaries. No parties other than (i) the Association, as to Sections 1.1, 1.2, 1.5, 1.6, 2.0 and 3.1-3.4; (ii) the County, as to Section 1.3; and (iii) a Utility Company, as to Sections 1.4, 1.5 and 1.6, shall constitute third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

Glenna E. Wilford
GLENN E. WILFORD
(print name)

Ann D. Savery
Ann D. SAVERY
(print name)

SJLAND ASSOCIATES, LLC, a Delaware Limited Liability Company

By: SJLAND COMPANY, its managing member

By: JAMES E. DAVIDSON, JR.
Its: Executive Vice President of Development Administration

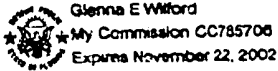
Address: 101 E. Town Place, Suite 200
St. Augustine, FL 32092
(CORPORATE SEAL)

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STATE OF Florida }
COUNTY OF Duval }SS

The foregoing instrument was acknowledged before me this 30th day of December 1998, by **WILLIAM C. PALMER, JR.**, as President of **UNITED GOLF, INC.**, a South Carolina corporation, managing general partner of **SCRATCH GOLF COMPANY**, a South Carolina general partnership, on behalf of the partnership.

Glenna E. Wilford
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____



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

Type of Identification Produced
State Driver License # 00244487

EXHIBIT LIST

A. Six Mile Creek North Parcel

B. ~~East~~ River Tract North Golf Course Parcel

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EXHIBIT A
TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
RIVER TRACT

[SIX MILE CREEK NORTH PARCEL]

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revision to .1

SIX MILE CREEK NORTH PHASE 1

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 422, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY IS NOW ESTABLISHED), SAID POINT ALSO BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 988.37 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 375.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°06'28" EAST AND A CHORD DISTANCE OF 373.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°12'35" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.69 FEET; THENCE SOUTH 72°21'12" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2244.12 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 588, PAGE 661 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 21°36'21" EAST ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 649.77 FEET; THENCE SOUTH 70°19'23" EAST LEAVING SAID PARCEL B, A DISTANCE OF 608.86 FEET; THENCE SOUTH 26°55'48" WEST, A DISTANCE OF 285.03 FEET; THENCE SOUTH 70°18'38" EAST, A DISTANCE OF 679.30 FEET; THENCE SOUTH 35°26'54" WEST, A DISTANCE OF 2704.77 FEET; THENCE SOUTH 50°14'44" EAST, A DISTANCE OF 2806.29 FEET TO A POINT ON THE CENTERLINE OF A 60 FOOT WIDE INGRESS AND EGRESS EASEMENT (PARCEL D), AS RECORDED IN OFFICIAL RECORDS BOOK 492, PAGE 745 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 69°11'31" EAST ALONG SAID CENTERLINE, A DISTANCE OF 349.74 FEET; THENCE NORTH 38°53'42" EAST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1062.99 FEET; THENCE NORTH 24°16'17" EAST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 160.94 FEET; THENCE SOUTH 61°09'07" EAST LEAVING SAID CENTERLINE, A DISTANCE OF 339.53 FEET; THENCE SOUTH 72°10'32" EAST ALONG A LINE TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2613.00 FEET; THENCE SOUTH 19°47'32" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 13A, A DISTANCE OF 2235.43 FEET; THENCE NORTH 74°12'41" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.50 FEET; THENCE SOUTH 54°53'30" WEST, A DISTANCE OF 179.18 FEET; THENCE SOUTH 85°18'28" WEST, A DISTANCE OF 581.87 FEET TO THE NORTHEASTERLY CORNER OF LOT 6, AS SHOWN ON THE PLAT OF MILL CREEK ESTATES, AS

RECORDED IN MAP BOOK 14, PAGE 106 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 79°14'29" WEST ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 1074.93 FEET; THENCE SOUTH 73°32'28" WEST CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 265.12 FEET; THENCE NORTH 38°04'20" WEST LEAVING SAID SUBDIVISION, A DISTANCE OF 1317.68 FEET TO A POINT IN THE AFORESAID CENTERLINE OF THE 60 FOOT WIDE INGRESS AND EGRESS EASEMENT (PARCEL D); THENCE SOUTH 32°37'31" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 553.67 FEET; THENCE SOUTH 46°38'49" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1060.20 FEET; THENCE SOUTH 54°59'37" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 359.32 FEET; THENCE NORTH 32°14'59" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 511.83 FEET; THENCE NORTH 53°31'34" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 190.00 FEET; THENCE SOUTH 50°10'57" WEST LEAVING SAID CENTERLINE, A DISTANCE OF 1302.78 FEET; THENCE NORTH 64°30'00" WEST, A DISTANCE OF 129.47 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 1136.94 FEET; THENCE NORTH 52°00'00" WEST, A DISTANCE OF 337.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 558.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°21'46" WEST AND A CHORD DISTANCE OF 534.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°00'00" WEST, A DISTANCE OF 210.63 FEET; THENCE SOUTH 22°00'00" WEST, A DISTANCE OF 197.09 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 429.23 FEET; THENCE DUE WEST, A DISTANCE OF 191.38 FEET; THENCE NORTH 20°35'19" WEST, A DISTANCE OF 814.76 FEET; THENCE NORTH 87°00'00" WEST, A DISTANCE OF 284.54 FEET; THENCE NORTH 30°00'00" EAST, A DISTANCE OF 2995.75 FEET; THENCE DUE NORTH, A DISTANCE OF 2204.83 FEET TO A POINT AT THE MOST SOUTHERLY CORNER OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 20°28'53" EAST ALONG THE EASTERLY LINE OF SAID BOUNDARY, A DISTANCE OF 1916.58 FEET; THENCE NORTH 03°07'40" EAST CONTINUING ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 943.27 FEET TO THE POINT OF BEGINNING.

Q:\Survey\Legals\sjh\river tract\smilecrknghl.wpd

EXHIBIT B
TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
RIVER TRACT

[RIVER TRACT NORTH GOLF COURSE PARCEL]

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revision to .1

THE KING AND THE BEAR GOLF COURSE HOLES 1 AND 2 THROUGH 18

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03°07'40" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH 20°28'53" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE NORTH 89°03'18" EAST, A DISTANCE OF 194.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°53'26" EAST, A DISTANCE OF 46.82 FEET; THENCE NORTH 38°04'16" EAST, A DISTANCE OF 26.48 FEET; THENCE NORTH 44°50'44" EAST, A DISTANCE OF 22.66 FEET; THENCE NORTH 61°39'19" EAST, A DISTANCE OF 65.11 FEET; THENCE NORTH 16°41'17" EAST, A DISTANCE OF 95.83 FEET; THENCE NORTH 37°24'02" EAST, A DISTANCE OF 42.07 FEET; THENCE NORTH 23°22'19" EAST, A DISTANCE OF 38.26 FEET; THENCE NORTH 29°30'48" EAST, A DISTANCE OF 46.34 FEET; THENCE NORTH 31°36'24" EAST, A DISTANCE OF 73.03 FEET; THENCE NORTH 31°36'07" EAST, A DISTANCE OF 82.68 FEET; THENCE NORTH 31°06'41" EAST, A DISTANCE OF 56.22 FEET; THENCE NORTH 49°19'06" EAST, A DISTANCE OF 47.94 FEET; THENCE NORTH 80°51'46" EAST, A DISTANCE OF 56.41 FEET; THENCE NORTH 43°41'48" EAST, A DISTANCE OF 76.51 FEET; THENCE NORTH 51°58'13" EAST, A DISTANCE OF 60.97 FEET; THENCE NORTH 17°30'30" EAST, A DISTANCE OF 26.99 FEET; THENCE NORTH 30°43'23" EAST, A DISTANCE OF 31.90 FEET; THENCE NORTH 26°35'26" EAST, A DISTANCE OF 75.10 FEET; THENCE NORTH 28°09'40" EAST, A DISTANCE OF 98.78 FEET; THENCE NORTH 32°21'47" EAST, A DISTANCE OF 82.39 FEET; THENCE NORTH 45°41'02" EAST, A DISTANCE OF 66.28 FEET; THENCE NORTH 39°26'12" EAST, A DISTANCE OF 71.93 FEET; THENCE NORTH 26°02'32" EAST, A DISTANCE OF 88.33 FEET; THENCE NORTH 26°30'24" EAST, A DISTANCE OF 77.25 FEET; THENCE NORTH 27°12'19" EAST, A DISTANCE OF 52.97 FEET; THENCE NORTH 46°26'54" EAST, A DISTANCE OF 35.25 FEET; THENCE NORTH 06°25'50" EAST, A DISTANCE OF 179.03 FEET; THENCE NORTH 07°47'09" EAST, A DISTANCE OF 40.97 FEET; THENCE NORTH 09°54'50" EAST, A DISTANCE OF 44.75 FEET; THENCE NORTH 40°20'12" EAST, A DISTANCE OF 36.26 FEET; THENCE NORTH 86°31'47" EAST, A DISTANCE OF 56.37 FEET; THENCE NORTH 72°39'15" EAST, A DISTANCE OF 59.39 FEET; THENCE NORTH 40°30'46" EAST, A DISTANCE OF

15.33 FEET; THENCE SOUTH 86°45'56" EAST, A DISTANCE OF 13.32 FEET; THENCE SOUTH 33°28'02" EAST, A DISTANCE OF 17.68 FEET; THENCE SOUTH 86°40'30" EAST, A DISTANCE OF 65.50 FEET; THENCE NORTH 79°06'57" EAST, A DISTANCE OF 60.86 FEET; THENCE NORTH 67°23'26" EAST, A DISTANCE OF 46.16 FEET; THENCE NORTH 54°02'28" EAST, A DISTANCE OF 15.12 FEET; THENCE NORTH 77°44'38" EAST, A DISTANCE OF 8.81 FEET; THENCE NORTH 61°06'15" EAST, A DISTANCE OF 10.45 FEET; THENCE NORTH 63°49'00" EAST, A DISTANCE OF 6.30 FEET; THENCE NORTH 84°41'05" EAST, A DISTANCE OF 54.81 FEET; THENCE SOUTH 64°21'28" EAST, A DISTANCE OF 5.74 FEET; THENCE SOUTH 43°07'16" EAST, A DISTANCE OF 24.48 FEET; THENCE SOUTH 42°12'23" EAST, A DISTANCE OF 79.47 FEET; THENCE NORTH 75°53'04" EAST, A DISTANCE OF 27.44 FEET; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 25.01 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°30'00" WEST AND A CHORD DISTANCE OF 202.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°00'00" WEST, A DISTANCE OF 755.82 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°30'00" EAST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30°00'00" EAST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°45'38" EAST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°22'28" WEST AND A CHORD DISTANCE OF 74.69 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°52'36" WEST AND A CHORD DISTANCE OF 74.68 FEET TO THE POINT OF A COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 195.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°14'30" WEST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE.

THENCE NORTH 75°00'00" WEST, A DISTANCE OF 50.10 FEET; THENCE NORTH
 45°00'00" WEST, A DISTANCE OF 106.15 FEET; THENCE NORTH 01°00'00"
 WEST, A DISTANCE OF 493.17 FEET; THENCE SOUTH 45°00'00" WEST, A
 DISTANCE OF 646.74 FEET; THENCE SOUTH 53°30'00" WEST, A DISTANCE OF
 170.48 FEET; THENCE SOUTH 02°00'00" WEST, A DISTANCE OF 67.33 FEET;
 THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 442.40 FEET; THENCE
 NORTH 20°00'00" EAST, A DISTANCE OF 77.54 FEET; THENCE NORTH
 60°00'00" EAST, A DISTANCE OF 69.38 FEET; THENCE SOUTH 75°00'00"
 EAST, A DISTANCE OF 1155.25 FEET; THENCE SOUTH 65°00'00" EAST, A
 DISTANCE OF 379.24 FEET; THENCE SOUTH 25°00'00" EAST, A DISTANCE OF
 273.72 FEET; THENCE DUE SOUTH, A DISTANCE OF 88.93 FEET; THENCE
 SOUTH 25°00'00" EAST, A DISTANCE OF 148.39 FEET; THENCE SOUTH
 64°00'46" WEST, A DISTANCE OF 253.81 FEET; THENCE NORTH 03°40'14"
 EAST, A DISTANCE OF 28.40 FEET; THENCE NORTH 10°07'29" EAST, A
 DISTANCE OF 37.79 FEET; THENCE NORTH 15°09'09" EAST, A DISTANCE OF
 34.40 FEET; THENCE NORTH 16°15'33" WEST, A DISTANCE OF 42.90 FEET;
 THENCE NORTH 48°43'04" WEST, A DISTANCE OF 37.50 FEET; THENCE NORTH
 50°05'45" WEST, A DISTANCE OF 34.82 FEET; THENCE NORTH 39°01'11"
 WEST, A DISTANCE OF 36.29 FEET; THENCE SOUTH 69°58'13" WEST, A
 DISTANCE OF 40.03 FEET; THENCE SOUTH 76°44'13" WEST, A DISTANCE OF
 56.85 FEET; THENCE SOUTH 84°00'00" WEST, A DISTANCE OF 108.25 FEET;
 THENCE SOUTH 79°45'31" WEST, A DISTANCE OF 99.02 FEET; THENCE NORTH
 73°30'00" WEST, A DISTANCE OF 597.93 FEET; THENCE DUE WEST, A
 DISTANCE OF 396.78 FEET; THENCE SOUTH 10°30'00" WEST, A DISTANCE OF
 669.84 FEET; THENCE SOUTH 24°00'00" WEST, A DISTANCE OF 581.24
 FEET; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 216.36 FEET;
 THENCE SOUTH 40°00'00" WEST, A DISTANCE OF 193.11 FEET; THENCE
 NORTH 70°00'00" WEST, A DISTANCE OF 113.84 FEET TO THE POINT OF A
 CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A
 RADIUS OF 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID
 CURVE, AN ARC DISTANCE OF 198.34 FEET, SAID ARC BEING SUBTENDED BY
 A CHORD BEARING OF NORTH 33°15'00" WEST AND A CHORD DISTANCE OF
 185.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH
 03°30'00" EAST, A DISTANCE OF 10.27 FEET TO THE POINT OF CURVE OF
 A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF
 155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN
 ARC DISTANCE OF 68.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD
 BEARING OF NORTH 09°12'26" WEST AND A CHORD DISTANCE OF 68.19 FEET
 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°30'00"
 EAST, A DISTANCE OF 177.15 FEET; THENCE NORTH 24°00'00" EAST, A
 DISTANCE OF 494.46 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF
 148.76 FEET; THENCE NORTH 73°00'00" WEST, A DISTANCE OF 425.15
 FEET; THENCE NORTH 47°00'00" WEST, A DISTANCE OF 400.40 FEET.

THENCE SOUTH 43°00'00" WEST, A DISTANCE OF 334.75 FEET; THENCE SOUTH 20°00'00" EAST, A DISTANCE OF 628.73 FEET; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 306.24 FEET; THENCE SOUTH 05°00'00" EAST, A DISTANCE OF 350.08 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 75.19 FEET; THENCE DUE EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 27°44'04" EAST, A DISTANCE OF 186.43 FEET; THENCE NORTH 19°07'37" EAST, A DISTANCE OF 165.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 32°03'49" EAST AND A CHORD DISTANCE OF 40.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 56.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°30'00" EAST AND A CHORD DISTANCE OF 12.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°00'00" EAST, A DISTANCE OF 74.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 72.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°15'00" EAST AND A CHORD DISTANCE OF 68.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°30'00" WEST, A DISTANCE OF 13.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05°24'02" EAST AND A CHORD DISTANCE OF 75.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 06°00'00" WEST, A DISTANCE OF 110.91 FEET; THENCE SOUTH 04°00'00" WEST, A DISTANCE OF 420.09 FEET; THENCE SOUTH 37°30'00" WEST, A DISTANCE OF 117.00 FEET; THENCE SOUTH 69°00'00" WEST, A DISTANCE OF 96.53 FEET; THENCE SOUTH 77°30'00" WEST, A DISTANCE OF 132.47 FEET; THENCE DUE WEST, A DISTANCE OF 53.55 FEET; THENCE NORTH 60°00'00" WEST, A DISTANCE OF 50.43 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 528.75 FEET; THENCE DUE WEST, A DISTANCE OF 229.88 FEET; THENCE SOUTH 38°30'00" WEST, A DISTANCE OF 336.97 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 84.66 FEET; THENCE NORTH 87°00'00" WEST, A DISTANCE OF 369.00 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 53°00'00" WEST, A DISTANCE OF 44.98 FEET; THENCE NORTH 17°56'31" EAST, A DISTANCE OF 49.79 FEET; THENCE NORTH 17°30'01" EAST, A DISTANCE OF 42.58 FEET; THENCE NORTH 05°35'48" EAST, A DISTANCE OF

56.22 FEET; THENCE NORTH 30°58'49" EAST, A DISTANCE OF 177.31 FEET; THENCE NORTH 28°22'09" EAST, A DISTANCE OF 89.15 FEET; THENCE NORTH 37°18'25" EAST, A DISTANCE OF 61.17 FEET; THENCE NORTH 43°32'39" EAST, A DISTANCE OF 96.59 FEET; THENCE NORTH 50°01'08" EAST, A DISTANCE OF 62.70 FEET; THENCE NORTH 43°57'46" EAST, A DISTANCE OF 82.72 FEET; THENCE NORTH 37°03'07" EAST, A DISTANCE OF 54.64 FEET; THENCE NORTH 31°06'15" EAST, A DISTANCE OF 67.65 FEET; THENCE NORTH 18°09'25" EAST, A DISTANCE OF 67.77 FEET; THENCE NORTH 07°09'41" EAST, A DISTANCE OF 54.53 FEET; THENCE NORTH 21°53'45" EAST, A DISTANCE OF 81.12 FEET; THENCE NORTH 25°58'11" EAST, A DISTANCE OF 85.66 FEET; THENCE NORTH 25°43'47" EAST, A DISTANCE OF 105.13 FEET; THENCE NORTH 25°50'50" EAST, A DISTANCE OF 122.26 FEET; THENCE NORTH 24°34'57" EAST, A DISTANCE OF 97.75 FEET; THENCE NORTH 26°09'15" EAST, A DISTANCE OF 69.59 FEET; THENCE NORTH 26°35'20" EAST, A DISTANCE OF 80.81 FEET; THENCE NORTH 22°25'26" EAST, A DISTANCE OF 89.62 FEET; THENCE NORTH 51°50'48" EAST, A DISTANCE OF 115.12 FEET; THENCE NORTH 48°44'41" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 22°54'45" EAST, A DISTANCE OF 77.65 FEET; THENCE NORTH 15°49'54" EAST, A DISTANCE OF 105.59 FEET; THENCE NORTH 19°32'45" EAST, A DISTANCE OF 91.19 FEET; THENCE NORTH 25°39'29" EAST, A DISTANCE OF 91.60 FEET; THENCE NORTH 49°30'34" EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 32°58'57" EAST, A DISTANCE OF 56.15 FEET; THENCE NORTH 22°05'09" EAST, A DISTANCE OF 79.00 FEET; THENCE NORTH 26°58'34" EAST, A DISTANCE OF 47.63 FEET; THENCE NORTH 33°22'16" EAST, A DISTANCE OF 36.84 FEET; THENCE NORTH 21°58'38" EAST, A DISTANCE OF 53.07 FEET; THENCE NORTH 26°02'42" EAST, A DISTANCE OF 79.59 FEET; THENCE NORTH 30°35'30" EAST, A DISTANCE OF 54.42 FEET; THENCE SOUTH 87°07'17" EAST, A DISTANCE OF 28.56 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 38.02 FEET; THENCE NORTH 89°54'47" EAST, A DISTANCE OF 29.11 FEET; THENCE NORTH 30°43'31" EAST, A DISTANCE OF 16.02 FEET; THENCE NORTH 32°32'47" EAST, A DISTANCE OF 56.36 FEET; THENCE NORTH 19°10'52" EAST, A DISTANCE OF 53.59 FEET; THENCE NORTH 02°37'40" WEST, A DISTANCE OF 46.07 FEET; THENCE NORTH 28°13'03" EAST, A DISTANCE OF 39.07 FEET TO THE POINT OF BEGINNING.

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THE KING AND THE BEAR GOLF COURSE HOLES 2 THROUGH 8

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03°07'40" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 546.53 FEET; THENCE SOUTH 86°52'20" EAST LEAVING SAID EASTERLY LINE. A DISTANCE OF 423.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 84.82 FEET; THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 111.96 FEET; THENCE DUE EAST, A DISTANCE OF 723.14 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 322.95 FEET; THENCE NORTH 83°00'00" EAST, A DISTANCE OF 167.09 FEET; THENCE SOUTH 66°00'00" EAST, A DISTANCE OF 618.14 FEET; THENCE SOUTH 58°00'00" EAST, A DISTANCE OF 238.68 FEET; THENCE SOUTH 20°31'37" EAST, A DISTANCE OF 184.51 FEET; THENCE SOUTH 02°00'00" EAST, A DISTANCE OF 557.66 FEET; THENCE SOUTH 12°00'00" WEST, A DISTANCE OF 93.68 FEET; THENCE SOUTH 41°00'00" WEST, A DISTANCE OF 250.77 FEET; THENCE SOUTH 65°00'00" WEST, A DISTANCE OF 310.02 FEET; THENCE NORTH 22°30'00" WEST, A DISTANCE OF 1054.11 FEET; THENCE NORTH 83°30'00" WEST, A DISTANCE OF 618.05 FEET; THENCE SOUTH 70°00'00" WEST, A DISTANCE OF 187.09 FEET; THENCE SOUTH 30°00'00" WEST, A DISTANCE OF 310.28 FEET; THENCE SOUTH 38°00'00" EAST, A DISTANCE OF 144.62 FEET; THENCE SOUTH 25°30'00" EAST, A DISTANCE OF 879.85 FEET; THENCE SOUTH 15°00'00" WEST, A DISTANCE OF 680.21 FEET; THENCE SOUTH 54°00'00" WEST, A DISTANCE OF 184.43 FEET; THENCE NORTH 58°44'02" WEST, A DISTANCE OF 89.75 FEET; THENCE SOUTH 50°17'53" WEST, A DISTANCE OF 24.41 FEET; THENCE SOUTH 65°00'31" WEST, A DISTANCE OF 74.54 FEET; THENCE NORTH 19°48'08" WEST, A DISTANCE OF 18.09 FEET; THENCE SOUTH 70°41'32" WEST, A DISTANCE OF 35.40 FEET; THENCE SOUTH 75°06'24" WEST, A DISTANCE OF 48.10 FEET; THENCE NORTH 80°24'00" WEST, A DISTANCE OF 74.17 FEET; THENCE NORTH 01°18'47" EAST, A DISTANCE OF 747.17 FEET; THENCE NORTH 18°00'00" WEST, A DISTANCE OF 302.45 FEET; THENCE NORTH 25°30'00" WEST, A DISTANCE OF 708.00 FEET; THENCE NORTH 16°00'00" EAST, A DISTANCE OF 732.25 FEET; THENCE NORTH 35°00'00" WEST, A DISTANCE OF 112.55 FEET; THENCE DUE NORTH, A DISTANCE OF 74.27 FEET TO THE POINT OF BEGINNING.

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THE KING AND THE BEAR GOLF COURSE CLUB HOUSE

SIX MILE CREEK NORTH PARCEL 11

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH $03^{\circ}07'40''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH $20^{\circ}28'53''$ WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH $02^{\circ}00'00''$ EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH $53^{\circ}30'00''$ EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH $01^{\circ}00'00''$ EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH $75^{\circ}00'00''$ EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $85^{\circ}14'30''$ EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $26^{\circ}52'36''$ EAST AND A CHORD DISTANCE OF 74.88 FEET TO A POINT ON SAID CURVE; THENCE NORTH $78^{\circ}16'12''$ EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 132.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $43^{\circ}21'55''$ EAST AND A CHORD DISTANCE OF 125.98 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $15^{\circ}00'00''$ WEST, A DISTANCE OF 202.40 FEET; THENCE NORTH $75^{\circ}00'00''$ WEST, A DISTANCE OF 455.80 FEET; THENCE SOUTH $60^{\circ}00'00''$ WEST, A DISTANCE OF 69.38 FEET; THENCE SOUTH $20^{\circ}00'00''$ WEST, A DISTANCE OF 77.94 FEET; THENCE NORTH $70^{\circ}00'00''$ WEST, A DISTANCE OF 442.40 FEET TO THE POINT OF BEGINNING.

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THE KING AND THE BEAR GOLF COURSE PUMP HOUSE PARCEL

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH 03°07'40" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH 20°28'53" WEST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET TO THE MOST SOUTHERLY CORNER OF SAID LANDS; THENCE DUE SOUTH, A DISTANCE OF 2123.36 FEET; THENCE DUE EAST, A DISTANCE OF 618.84 FEET; THENCE NORTH 02°00'00" EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 53°30'00" EAST, A DISTANCE OF 170.48 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 646.74 FEET; THENCE SOUTH 01°00'00" EAST, A DISTANCE OF 493.17 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 106.15 FEET; THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 50.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°14'30" EAST AND A CHORD DISTANCE OF 131.84 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°52'36" EAST AND A CHORD DISTANCE OF 74.88 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°22'28" EAST AND A CHORD DISTANCE OF 74.89 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°45'38" WEST AND A CHORD DISTANCE OF 72.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°00'00" WEST, A DISTANCE OF 22.84 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 305.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 207.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°30'00" WEST AND A CHORD DISTANCE OF 203.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 755.82 FEET; THENCE SOUTH 81°00'00" EAST, A DISTANCE OF 112.83 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 285.00 FEET; THENCE NORTHEASTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°37'25" EAST AND A CHORD DISTANCE OF 141.53 FEET; THENCE NORTH 20°00'00" EAST, A DISTANCE OF 2.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°00'00" EAST, A DISTANCE OF 44.55 FEET; THENCE SOUTH 70°00'00" EAST, A DISTANCE OF 12.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°00'00" EAST AND A CHORD DISTANCE OF 18.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°00'00" WEST, A DISTANCE OF 31.55 FEET; THENCE NORTH 70°00'00" WEST, A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

REVISED 11/03/98

THE KING AND THE BEAR GOLF MAINTENANCE

SIX MILE CREEK NORTH PARCEL 14

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGE 826 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (AS SAID RIGHT-OF-WAY, IS NOW ESTABLISHED); THENCE SOUTH $03^{\circ}07'40''$ WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 AND ALONG THE EASTERLY LINE OF THE AFORESAID LANDS, A DISTANCE OF 943.97 FEET; THENCE SOUTH $20^{\circ}28'53''$ EAST CONTINUING ALONG SAID EASTERLY LINE. A DISTANCE OF 1916.58 FEET; THENCE DUE SOUTH LEAVING SAID LANDS, A DISTANCE OF 2204.83 FEET; THENCE SOUTH $60^{\circ}20'04''$ EAST, A DISTANCE OF 2537.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $53^{\circ}31'34''$ EAST, A DISTANCE OF 255.94 FEET; THENCE SOUTH $50^{\circ}10'57''$ WEST, A DISTANCE OF 1333.60 FEET; THENCE NORTH $64^{\circ}30'00''$ WEST, A DISTANCE OF 59.36 FEET; THENCE NORTH $36^{\circ}27'33''$ EAST, A DISTANCE OF 25.45 FEET; THENCE NORTH $36^{\circ}27'33''$ EAST, A DISTANCE OF 32.34 FEET; THENCE NORTH $48^{\circ}39'56''$ EAST, A DISTANCE OF 4.77 FEET; THENCE NORTH $36^{\circ}01'25''$ EAST, A DISTANCE OF 50.39 FEET; THENCE NORTH $34^{\circ}28'23''$ EAST, A DISTANCE OF 53.97 FEET; THENCE NORTH $36^{\circ}57'21''$ EAST, A DISTANCE OF 31.43 FEET; THENCE NORTH $57^{\circ}34'45''$ EAST, A DISTANCE OF 23.48 FEET; THENCE NORTH $61^{\circ}50'21''$ EAST, A DISTANCE OF 45.35 FEET; THENCE NORTH $48^{\circ}16'48''$ EAST, A DISTANCE OF 53.74 FEET; THENCE NORTH $61^{\circ}28'43''$ EAST, A DISTANCE OF 53.82 FEET; THENCE NORTH $47^{\circ}25'43''$ EAST, A DISTANCE OF 36.10 FEET; THENCE NORTH $46^{\circ}42'08''$ EAST, A DISTANCE OF 59.58 FEET; THENCE NORTH $44^{\circ}39'10''$ EAST, A DISTANCE OF 72.15 FEET; THENCE NORTH $30^{\circ}27'40''$ EAST, A DISTANCE OF 77.71 FEET; THENCE NORTH $41^{\circ}51'27''$ EAST, A DISTANCE OF 33.57 FEET; THENCE NORTH $45^{\circ}36'01''$ EAST, A DISTANCE OF 47.68 FEET; THENCE NORTH $51^{\circ}56'20''$ EAST, A DISTANCE OF 15.46 FEET; THENCE NORTH $36^{\circ}22'16''$ EAST, A DISTANCE OF 120.26 FEET; THENCE NORTH $44^{\circ}20'49''$ EAST, A DISTANCE OF 48.01 FEET; THENCE NORTH $17^{\circ}57'31''$ EAST, A DISTANCE OF 26.58 FEET; THENCE NORTH $50^{\circ}20'34''$ EAST, A DISTANCE OF 57.37 FEET; THENCE NORTH $52^{\circ}46'31''$ EAST, A DISTANCE OF 76.48 FEET; THENCE NORTH $53^{\circ}36'18''$ EAST, A DISTANCE OF 78.77 FEET; THENCE NORTH $37^{\circ}11'44''$ EAST, A DISTANCE OF 45.11 FEET; THENCE NORTH $07^{\circ}40'30''$ EAST, A DISTANCE OF 53.28 FEET; THENCE NORTH $36^{\circ}28'25''$ EAST, A DISTANCE OF 7.31 FEET; THENCE NORTH $53^{\circ}31'35''$ WEST, A DISTANCE OF 70.46 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ}27'05''$ EAST AND A CHORD DISTANCE OF 83.38 FEET TO THE POINT OF BEGINNING.

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Public Records of
St. Johns County, FL
Clerk# 99024522
O.R. 1411 PG 1308
11:19AM 05/24/1999
REC \$17.00 SUR \$2.50

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5645
THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

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In+let

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ST. JOHNS - SIX MILE CREEK NORTH**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. JOHNS - SIX MILE CREEK NORTH** ("First Amendment") is made effective May 17, 1999 by SJ LAND ASSOCIATES, L.L.C., a Delaware limited liability company (the "Developer") and ST. JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation (the "Association").

RECITALS

A. The Developer has executed the Declaration of Covenants and Restrictions for St. Johns - Six Mile Creek North which is recorded in Official Records Book 1374, at page 1850 of the current public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 11.7 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel within the Property.

NOW THEREFORE, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.
2. A new Section 11.14 of the Declaration is hereby created as follows:

Section 11.14 Fines. In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests

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or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy,

Patricia L. Robinson
Name printed: Patricia L. Robinson

ST. JOHNS - SIX MILE CREEK NORTH
PROPERTY OWNERS ASSOCIATION,
INC., a Florida nonprofit corporation

Anita M. Hampton
Name printed: Anita M. Hampton

By: [Signature]
James E. Davidson, President

STATE OF FLORIDA)
)SS
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 17 day of March,
1999, by James E. Davidson, Jr., the President of ST. JOHNS - SIX MILE CREEK NORTH
PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation, on behalf of
the corporation.

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

[Signature]
(Print Name Iracy Bozzetti)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

②
1535

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

Public Records of
St. Johns County, FL
Clerk# 99057461
O.R. 1460 PG 1305
04:36PM 12/10/1999
REC \$29.00 SUR \$4.00

**SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH AND AMENDMENT**

This Supplementary Declaration is made effective November 12, 1999 by **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited liability company("Developer"), having an address of 101 E. Town Place - Suite 200, St. Augustine, Florida 32092.

WITNESSETH:

WHEREAS, the Developer has executed the Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North which was recorded on December 31, 1998, in Official Records Volume 1374, pages 1850 through 1923, and amended in Official Records Volume 1411, at page 1308, both of the current public records of St. Johns County, Florida (together, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

WHEREAS, the Developer is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

WHEREAS, Section 3.2 of the Declaration allows the Developer to subject the Property to the terms and provisions of the Declaration without the consent or joinder of any other party, and the Developer desires to hereby subject the Property to all terms and provisions of the Declaration.

WHEREAS, Sections 2.5, 4.3, and 10.1 of the Declaration allow the Developer to designate additional Common Areas and to designate additional Roadways.

WHEREAS, Section 8.3 of the Declaration allows the Developer to subject the Property to additional covenants and restrictions without the consent or joinder of any other party.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.

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2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration, as the same may be amended from time to time. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

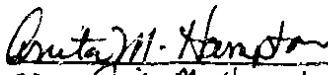
3. The Developer hereby designates the portion of the Property more particularly described on Exhibit B attached hereto and made a part hereof as Common Area. The Developer hereby further designates the portion of the Property more particularly described on Exhibit C attached hereto and made a part hereof as constituting Roadways.

4. The portion of the Property more particularly described on Exhibit D attached hereto and made a part hereof (the "Access Road"), may be subject to easement or other use rights by a limited number of persons owning parcels in the vicinity of the Six Mile Creek North Parcel, who shall not be members of the Association and who shall not have any financial responsibility to the Association or otherwise with respect to the operation, maintenance and repair of the Access Road.


5. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

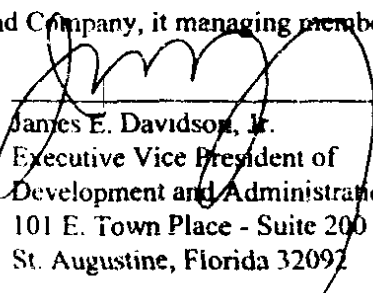

(Name Anita M. Hampton)

SJ LAND ASSOCIATES, L.L.C.,
a Delaware limited liability company


(Name Dana Kabet)

By: SJ Land Company, its managing member

By:


James E. Davidson, Jr.
Executive Vice President of
Development and Administration
101 E. Town Place - Suite 200
St. Augustine, Florida 32092

STATE OF FLORIDA)
)SS
COUNTY OF St Johns)

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The foregoing instrument was acknowledged before me this 3 day of December 1999, by **JAMES E. DAVIDSON, JR.**, the Executive Vice President of Development and Administration of SJ Land Company, as managing member of **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited liability company, on behalf of the company.

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

Tracy G. Bozzetti
(Print Name Tracy G. Bozzetti)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

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EXHIBIT A

Property

All of Saint Johns Six Mile Creek North Unit 1, according to the plat thereof recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

All of Saint Johns Six Mile Creek North Unit 2, according to the plat thereof recorded in Map Book 37, pages 45 through 61 of the current public records of St. Johns County, Florida.

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EXHIBIT B

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Common Area

Tract 1B (Landscape), Tract 2A (Lake), Tract 2C (Lake), Tract 3A (Lake), Tract 3B (Lake), Tract 3C (Park), Tract 3D (Landscape), Tract 3E (Landscape), Tract 3F (Landscape), Tract 5A (Lake), Tract 5C (Landscape), Tract 5D (Lake), Tract 5E (Landscape), Tract 5F (Landscape), Tract 7A (Landscape), Tract 7B (Lake), Tract 7C (Lake), Tract 7D (Lake), Tract 7E (Landscape), Tract 7F (Landscape), Tract 8A (Landscape), Tract 8C (Lake), Tract 9B (Lake), Tract 9C (Landscape), Tract 10B (Landscape), Tract 10C (Lake), Tract 11 (Park), Conservation Parcel No. 1, Conservation Parcel No. 2, Conservation Parcel No. 3, Conservation Parcel No. 4, Conservation Parcel No. 6, Conservation Parcel No. 7, Conservation Parcel No. 16, Registry Boulevard, Barrington Circle, Beresford Drive, Split Creek Drive, Frontier Street, Fortress Street, St. James Avenue, Chimney Court, Crown Drive, Solstice Court, Den Street, Bear Claw Court, all as shown on the plat of Saint Johns Six Mile Creek North Unit 1 recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

Tract 12 A (Lake), Tract 12 B (Lake), Tract 15 (Lake), Tract 16 (Landscape), Parcel 18 A (Landscape), Parcel 18B (Landscape), Parcel 18C (Lake), Parcel 18D (Landscape), Conservation Parcel No. 9, Conservation Parcel No. 10, Conservation Parcel No. 11, Conservation Parcel No. 12, Conservation Parcel No. 14, Oak Grove Avenue, Canopy Way, Heritage Cove Drive, Berenstein Drive, Crest Street, Kingdom Way, West Heritage Cove Drive, and East Heritage Cove Drive, all as shown on the plat of Saint Johns Six Mile Creek North Unit 2, recorded in Map Book 37, pages 45 through 61 of the current public records of St. Johns County, Florida.

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EXHIBIT C

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Roadways

Registry Boulevard, Barrington Circle, Beresford Drive, Split Creek Drive, Frontier Street, Fortress Street, St. James Avenue, Chimney Court, Crown Drive, Solstice Court, Den Street, Bear Claw Court, all as shown on the plat of Saint Johns Six Mile Creek North Unit 1 recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

Oak Grove Avenue, Canopy Way, Heritage Cove Drive, Berenstein Drive, Crest Street, Kingdom Way, West Heritage Cove Drive, and East Heritage Cove Drive, all as shown on the plat of Saint Johns Six Mile Creek North Unit 2, recorded in Map Book 37, pages 45 through 61 of the current public records of St. Johns County, Florida.

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EXHIBIT D

Portion of Access Road

That portion of Registry Boulevard located to the east of the northeasterly prolongation of the easterly boundary of Lot 12, Block 5 and west of the northeasterly prolongation of westerly boundary of Tract 4A, all as depicted on the plat of Saint Johns - Six Mile Creek north Unit 1 recorded in Map Book 37, pages 21 through 44 of the current public records of St. Johns County, Florida.

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