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Return to:
Office of General Council
St. Johns River Water
Management District
P.O. Box 1429
Palatka, FL 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 11th day of April 2005 by **TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, LLC**, a Florida limited liability company, having an address of 8430 Enterprise Circle, Suite 100, Bradenton, Florida, 34202, **ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida, 33071 and **ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, having an address of 8430 Enterprise Circle, Suite 100, Bradenton, Florida, 34202, ("Grantors") in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantors solely own in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as (the "Property");

WHEREAS, Grantors grant this conservation easement as a condition of Permit #4-109-56490-1, issued by Grantee, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantors desire to preserve the Property in its natural condition in perpetuity;

LGL5343 (3.31.05)

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and Department of Army permit #199902789, and pursuant to the provisions of section 704.06, Florida Statutes, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantors fully warrant title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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

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

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

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

(c) Removal or destruction of trees, shrubs, or other vegetation, except for exotic species of plants. Exotic plant removal requires written prior approval from the Grantee and, as may be required by law, the U.S. Army Corps of Engineers (ACOE) or other governmental agencies and authorities having jurisdiction.

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

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

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

LGL5343 (3.31.05)

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

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

Notwithstanding the prohibitions in this Section 2, Grantors may conduct activities necessary for creation and maintenance of 3.48 acres as authorized by St. Johns River Water Management District permit number 4-109-56490-1.

3. Reserved Rights. Grantors reserve unto themselves, and their successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantors convey the following rights to Grantee and ACOE (provided the ACOE has jurisdiction):

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

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

5. Grantee's Discretion. Grantee and ACOE (provided the ACOE has jurisdiction) may enforce the terms of this Conservation Easement at their discretion, but if Grantors breach any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement.

No delay or omission by Grantee in the exercise of any right or remedy upon any breach by

LGL5343 (3.31.05)

Grantors shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantors, or to any other person or entity, to enforce the provisions of this

Conservation Easement.

6. Grantee's Liability. Grantors will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

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

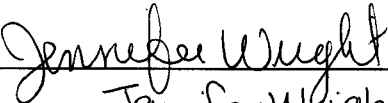
8. Recordation. Grantors shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantors shall pay all recording costs and taxes necessary to record this Conservation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

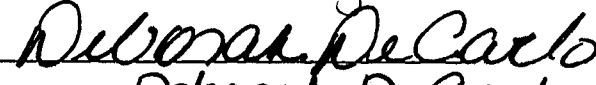
9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. Any successor in title shall assume the obligations of Grantors hereunder, which accrue or arise after the date of conveyance.

LGL5343 (3.31.05)

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

Signed, sealed and delivered
in our presence as witnesses:


Print Name: Jennifer Wright


Print Name: Deborah DeCarlo

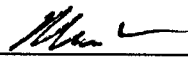
GRANTORS:

**TAYLOR WOODROW COMMUNITIES
AT ST. JOHNS FOREST, LLC**, a Florida
limited liability company

By: 
Print Name: Thomas R. Spence

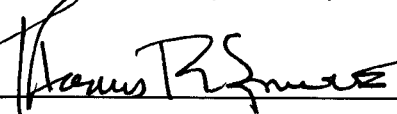
Its: Vice President

**ST. JOHNS FOREST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government

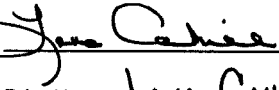
By: 
Print Name: Marc I. Spencer

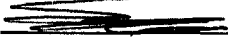
Its: Chairman

**ST. JOHNS FOREST MASTER
PROPERTY OWNERS ASSOCIATION,
INC.**, a Florida not-for-profit corporation

By: 
Print Name: Thomas R. Spence

Its: President


Print Name: Lana Cahill


Print Name: ELAINE STULIC


Print Name: Stephanie Pleasant


Print Name: CARMEN TERRELL

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 11th day of April 2005, by Thomas R. Spence, as Vice President of **TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me.



[SEAL]

Jennifer Wright
NOTARY PUBLIC
Print Name: Jennifer Wright
My Commission Expires: 6/9/2008

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 5th day of April 2005, by Marc I. Spencer as Chairman of **ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, on behalf of the government unit. He is personally known to me.



[SEAL]

Lana Cahill
MY COMMISSION # DD140741 EXPIRES
November 2, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Lana Cahill
NOTARY PUBLIC
Print Name: Lana Cahill
My Commission Expires: 11-2-06

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 11th day of April 2005, by Thomas R. Spence, as President of **ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the association. He is personally known to me.



[SEAL]

Jennifer Wright
NOTARY PUBLIC
Print Name: Jennifer Wright
My Commission Expires: 6/9/2008

EXHIBIT "A" PAGE 1 OF 14

ST JOHNS FOREST

CONSERVATION EASEMENT NO. 1 (PAGE 1 OF 2)

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'15" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, A DISTANCE OF 1,061.55 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 17°14'21" WEST, A DISTANCE OF 48.70 FEET, TO A POINT; THENCE SOUTH 68°49'47" WEST, A DISTANCE OF 81.37 FEET, TO A POINT; THENCE NORTH 84°50'28" WEST, A DISTANCE OF 76.42 FEET, TO A POINT; THENCE SOUTH 87°05'09" WEST, A DISTANCE OF 110.88 FEET, TO A POINT; THENCE SOUTH 75°25'11" WEST, A DISTANCE OF 46.60 FEET, TO A POINT; THENCE SOUTH 85°50'09" WEST, A DISTANCE OF 39.36 FEET, TO A POINT; THENCE SOUTH 81°00'24" WEST, A DISTANCE OF 41.94 FEET, TO A POINT; THENCE NORTH 82°24'50" WEST, A DISTANCE OF 43.41 FEET, TO A POINT; THENCE SOUTH 76°29'35" WEST, A DISTANCE OF 82.09 FEET, TO A POINT; THENCE SOUTH 74°10'35" WEST, A DISTANCE OF 104.99 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE NORTH-EASTERLY AND HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 83.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°23'45" WEST 83.17 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°16'29" WEST, A DISTANCE OF 64.78 FEET, TO A POINT; THENCE NORTH 64°33'37" WEST, A DISTANCE OF 85.53 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 445.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 527.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°46'14" WEST 497.10 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 215.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 131.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°24'05" WEST 129.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°59'14" WEST, A DISTANCE OF 140.23 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 485.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 823.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°20'42" WEST 728.08 FEET, TO A POINT; THENCE SOUTH 52°58'44" WEST, A DISTANCE OF 128.49 FEET, TO A POINT; THENCE SOUTH 00°19'35" WEST, A DISTANCE OF 35.10 FEET, TO A POINT; THENCE SOUTH 60°41'06" EAST, A DISTANCE OF 36.79 FEET, TO A POINT; THENCE SOUTH 18°35'53" EAST, A DISTANCE OF 41.55 FEET, TO A POINT; THENCE SOUTH 37°01'16" EAST, A DISTANCE OF 65.97 FEET, TO A POINT; THENCE SOUTH 52°58'44" WEST, A DISTANCE OF 72.48 FEET, TO A POINT; THENCE NORTH 37°01'16" WEST, A DISTANCE OF 20.00 FEET, TO A POINT; THENCE SOUTH 52°58'44" WEST, A DISTANCE OF 20.00 FEET, TO A POINT; THENCE NORTH 37°01'16" WEST, A DISTANCE OF 28.36 FEET, TO A POINT; THENCE SOUTH 47°15'04" WEST, A DISTANCE OF 10.73 FEET, TO A POINT; THENCE NORTH 78°15'32" WEST, A DISTANCE OF 3.61 FEET, TO A POINT; THENCE SOUTH 52°58'44" WEST, A DISTANCE OF 69.33 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 31.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°21'59" WEST 31.60 FEET, TO A POINT; THENCE NORTH 82°47'17" WEST, A DISTANCE OF 13.62 FEET, TO A POINT; THENCE NORTH 31°44'16" WEST, A DISTANCE OF 40.55 FEET, TO A POINT; THENCE NORTH 13°31'18" WEST, A DISTANCE OF 73.18 FEET, TO A POINT; THENCE NORTH 05°13'01" EAST, A DISTANCE OF 111.66 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 140.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°39'12" WEST 139.87 FEET, TO A POINT; THENCE SOUTH 68°47'21" WEST, A DISTANCE OF 62.41 FEET, TO A POINT; THENCE NORTH 54°52'11" WEST, A DISTANCE OF 12.01 FEET, TO A POINT; THENCE SOUTH 68°47'21" WEST, A DISTANCE OF 38.69 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 22.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°16'50" WEST 22.46 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°57'43" WEST, A DISTANCE OF 53.05 FEET, TO A POINT; THENCE NORTH 53°26'14" WEST, A DISTANCE OF 7.54 FEET, TO A POINT; THENCE NORTH 05°16'42" WEST, A DISTANCE OF 7.78 FEET, TO A POINT; THENCE NORTH 28°57'43" WEST, A DISTANCE OF 64.06 FEET, TO A POINT; THENCE NORTH 61°02'17" EAST, A DISTANCE OF 25.40 FEET, TO A POINT; THENCE NORTH 11°00'34" WEST, A DISTANCE OF 15.77 FEET, TO A POINT; THENCE SOUTH 61°02'17" WEST, A DISTANCE OF 30.26 FEET, TO A POINT; THENCE NORTH 28°57'43" WEST, A DISTANCE OF 159.34 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 710.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 55.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°44'13" WEST 55.13 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 106.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°28'47" WEST 106.00 FEET, TO A POINT; THENCE NORTH 16°50'07" EAST, A DISTANCE OF 131.61 FEET, TO A POINT; THENCE NORTH 09°43'12" EAST, A DISTANCE OF 78.81 FEET, TO A POINT; THENCE NORTH 04°40'24" EAST, A DISTANCE OF 78.81 FEET, TO A POINT; THENCE NORTH 18°31'00" EAST, A DISTANCE OF 67.91 FEET, TO A POINT; THENCE NORTH 00°25'37" EAST, A DISTANCE OF 67.17 FEET, TO A POINT SITUATE IN THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 88°45'28" EAST, ALONG LAST SAID LINE, A DISTANCE OF 654.84 FEET, TO THE SOUTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1511, PAGE 1475, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°45'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED LANDS, AND THE NORTHERLY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE SOUTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1,779.98 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18.11 ACRES AND/OR 788,839 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities

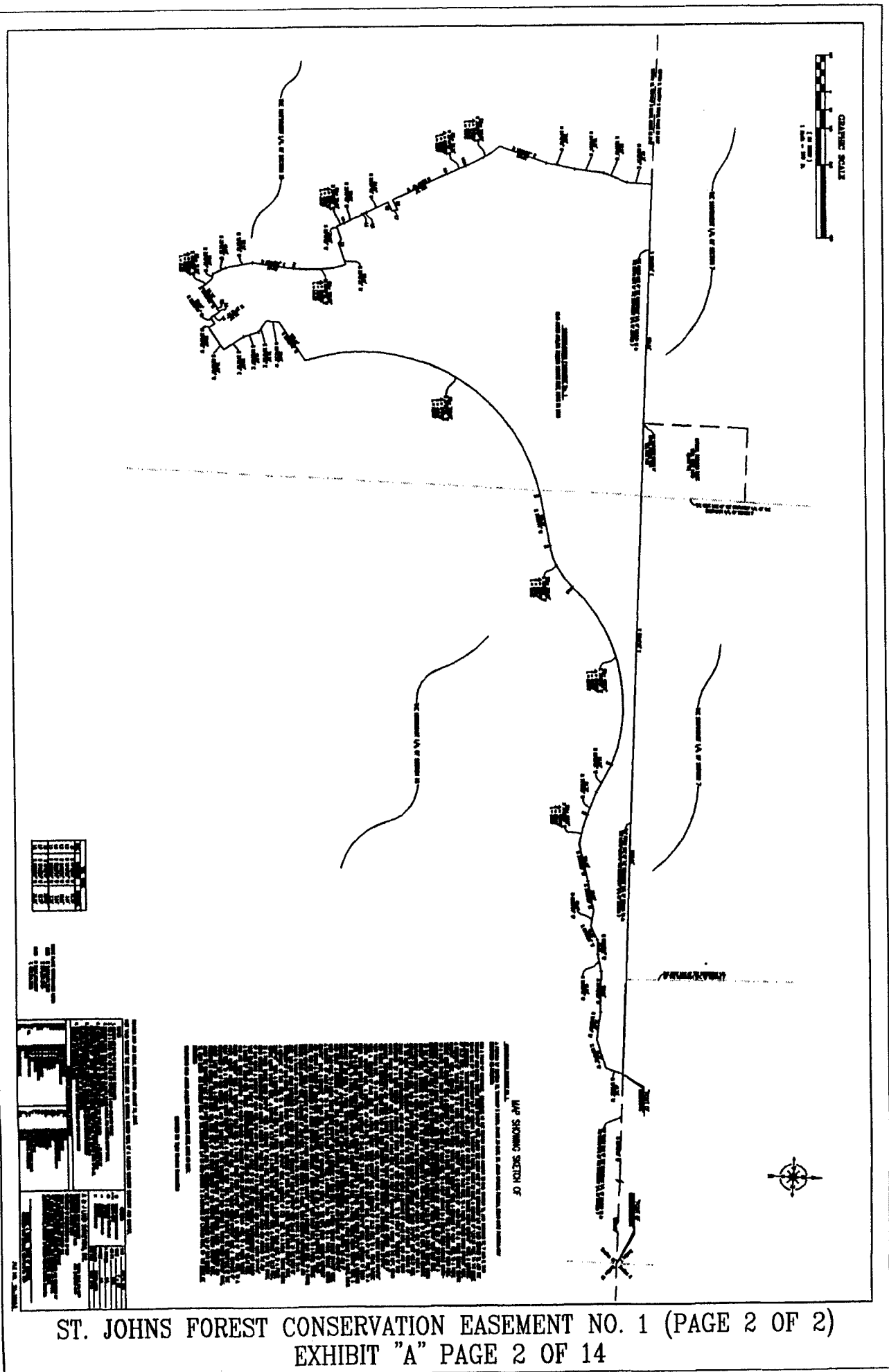


EXHIBIT "A" PAGE 3 OF 14

ST JOHNS FOREST

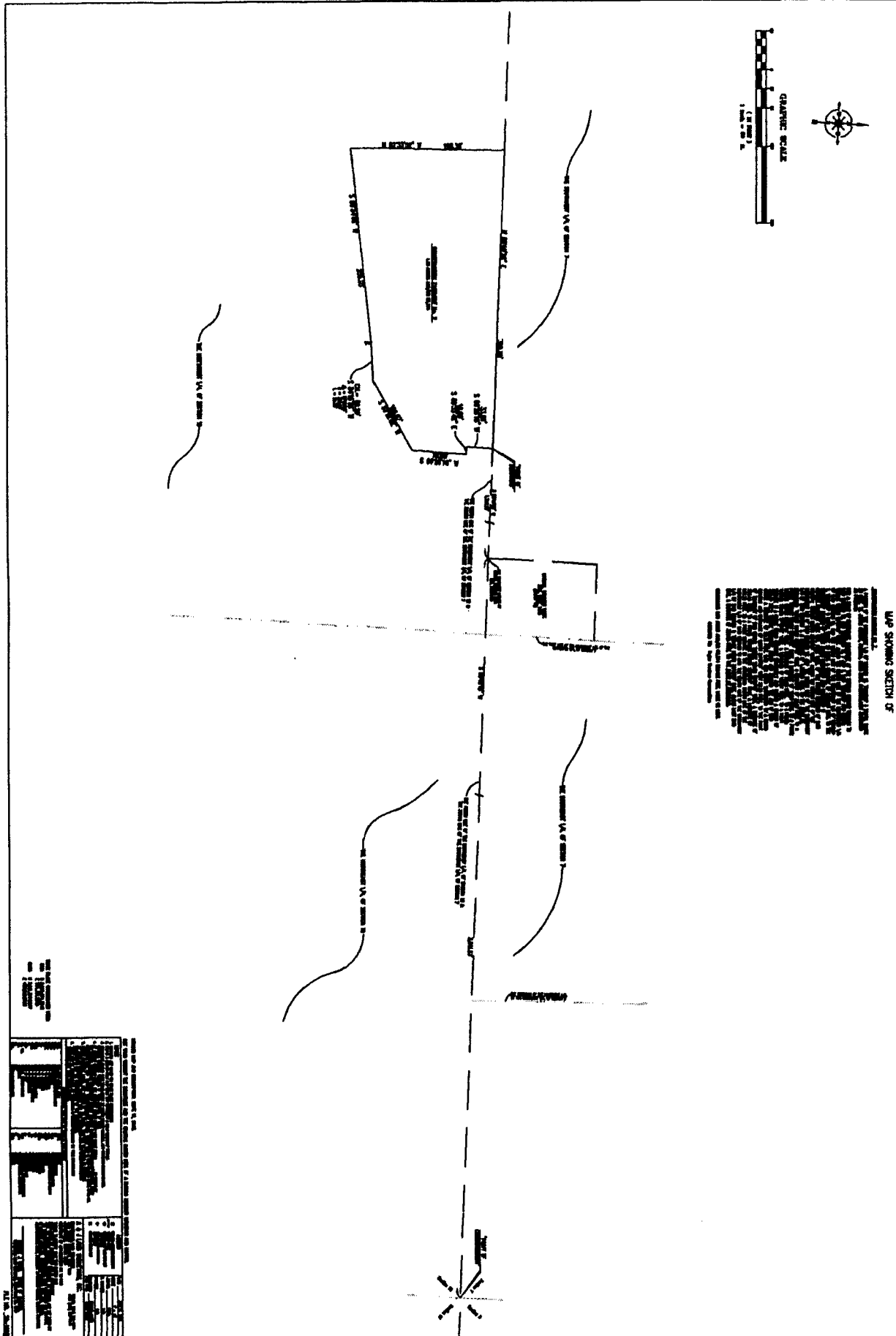
CONSERVATION EASEMENT NO. 2 (PAGE 1 OF 2)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'15" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, A DISTANCE OF 2,841.53 FEET, TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1511, PAGE 1475, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°45'28" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1,303.36 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 33.55 FEET, TO A POINT; THENCE SOUTH 89°33'42" EAST, A DISTANCE OF 10.00 FEET, TO A POINT; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 70.00 FEET, TO A POINT; THENCE SOUTH 57°18'02" WEST, A DISTANCE OF 103.97 FEET, TO A POINT SITUATE IN A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 390.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 50.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°15'56" WEST 50.29 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°34'06" WEST, A DISTANCE OF 255.03 FEET, TO A POINT; THENCE NORTH 02°33'52" WEST, A DISTANCE OF 198.38 FEET, TO A POINT SITUATE IN THE AFORESAID NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 88°45'28" EAST, ALONG LAST SAID LINE, A DISTANCE OF 388.89 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.50 ACRES AND/OR 65,364 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities



ST. JOHNS FOREST CONSERVATION EASEMENT NO. 2 (PAGE 2 OF 2)
EXHIBIT "A" PAGE 4 OF 14

EXHIBIT "A" PAGE 5 OF 14

ST JOHNS FOREST

CONSERVATION EASEMENT NO. 3. (PAGE 1 OF 2)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'15" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, A DISTANCE OF 2,841.53 FEET, TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1511, PAGE 1475, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 44°48'36" WEST, A DISTANCE OF 962.07 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 28°57'43" EAST, A DISTANCE OF 165.80 FEET, TO A POINT; THENCE SOUTH 61°02'17" WEST, A DISTANCE OF 119.81 FEET, TO A POINT; THENCE SOUTH 28°21'52" EAST, A DISTANCE OF 54.43 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 405.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 113.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°41'39" WEST 112.69 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 00°17'14" EAST, A DISTANCE OF 11.60 FEET, TO A POINT SITUATE IN A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 395.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 88.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°26'56" WEST 88.16 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 335.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 80.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°10'29" WEST 80.14 FEET, TO A POINT; THENCE NORTH 06°41'15" EAST, A DISTANCE OF 113.85 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 445.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 200.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°19'16" WEST 199.02 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 87°11'52" WEST, A DISTANCE OF 150.34 FEET, TO A POINT; THENCE SOUTH 68°20'16" WEST, A DISTANCE OF 67.20 FEET, TO A POINT; THENCE NORTH 76°22'44" WEST, A DISTANCE OF 34.75 FEET, TO A POINT; THENCE SOUTH 56°57'28" WEST, A DISTANCE OF 51.83 FEET, TO A POINT; THENCE SOUTH 33°02'32" EAST, A DISTANCE OF 124.97 FEET, TO A POINT; THENCE SOUTH 67°47'42" EAST, A DISTANCE OF 36.05 FEET, TO A POINT; THENCE SOUTH 07°44'01" EAST, A DISTANCE OF 2.29 FEET, TO A POINT; THENCE NORTH 86°57'28" EAST, A DISTANCE OF 4.85 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 73.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°49'11" EAST 69.14 FEET, TO A POINT; THENCE SOUTH 06°41'15" WEST, A DISTANCE OF 110.00 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 79.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°23'21" EAST 78.84 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°58'54" EAST, A DISTANCE OF 65.73 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 155.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 171.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°16'24" EAST 163.10 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 395.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 86.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°12'19" WEST 86.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 06°55'37" WEST, A DISTANCE OF 87.97 FEET, TO A POINT; THENCE SOUTH 24°34'00" WEST, A DISTANCE OF 80.29 FEET, TO A POINT; THENCE SOUTH 63°56'31" WEST, A DISTANCE OF 42.43 FEET, TO A POINT; THENCE SOUTH 82°52'50" WEST, A DISTANCE OF 53.98 FEET, TO A POINT; THENCE NORTH 71°56'34" WEST, A DISTANCE OF 45.23 FEET, TO A POINT; THENCE SOUTH 52°30'36" WEST, A DISTANCE OF 52.74 FEET, TO A POINT; THENCE SOUTH 86°54'26" WEST, A DISTANCE OF 58.68 FEET, TO A POINT; THENCE NORTH 34°59'03" WEST, A DISTANCE OF 43.50 FEET, TO A POINT SITUATE IN A CURVE, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 11.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°51'36" WEST 11.38 FEET, TO A POINT; THENCE NORTH 81°41'50" EAST, A DISTANCE OF 4.66 FEET, TO A POINT; THENCE NORTH 30°11'28" WEST, A DISTANCE OF 199.79 FEET, TO A POINT; THENCE SOUTH 80°34'06" WEST, A DISTANCE OF 198.84 FEET, TO A POINT; THENCE NORTH 09°25'54" WEST, A DISTANCE OF 584.96 FEET, TO A POINT; THENCE NORTH 02°33'52" WEST, A DISTANCE OF 167.52 FEET, TO A POINT; THENCE NORTH 80°34'06" EAST, A DISTANCE OF 107.40 FEET, TO A POINT; THENCE NORTH 52°18'24" EAST, A DISTANCE OF 79.47 FEET, TO A POINT; THENCE NORTH 80°34'06" EAST, A DISTANCE OF 105.81 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 35.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°49'59" EAST 35.42 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°54'08" EAST, A DISTANCE OF 99.58 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 890.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 134.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°13'55" EAST 134.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°33'42" EAST, A DISTANCE OF 56.94 FEET, TO A POINT; THENCE SOUTH 81°16'52" EAST, A DISTANCE OF 67.08 FEET, TO A POINT; THENCE NORTH 86°06'01" EAST, A DISTANCE OF 69.60 FEET, TO A POINT; THENCE SOUTH 60°42'41" EAST, A DISTANCE OF 32.26 FEET, TO A POINT; THENCE SOUTH 19°10'54" EAST, A DISTANCE OF 59.64 FEET, TO A POINT; THENCE SOUTH 38°27'25" EAST, A DISTANCE OF 46.93 FEET, TO A POINT; THENCE SOUTH 34°24'06" EAST, A DISTANCE OF 48.21 FEET, TO A POINT; THENCE SOUTH 08°25'51" EAST, A DISTANCE OF 41.29 FEET, TO A POINT; THENCE SOUTH 15°51'02" EAST, A DISTANCE OF 22.29 FEET, TO A POINT; THENCE SOUTH 55°51'56" EAST, A DISTANCE OF 18.40 FEET, TO A POINT; THENCE SOUTH 68°50'48" EAST, A DISTANCE OF 34.51 FEET, TO A POINT; THENCE NORTH 56°22'23" EAST, A DISTANCE OF 17.73 FEET, TO A POINT; THENCE NORTH 61°02'17" EAST, A DISTANCE OF 89.89 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13.25 ACRES AND/OR 577,195 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities

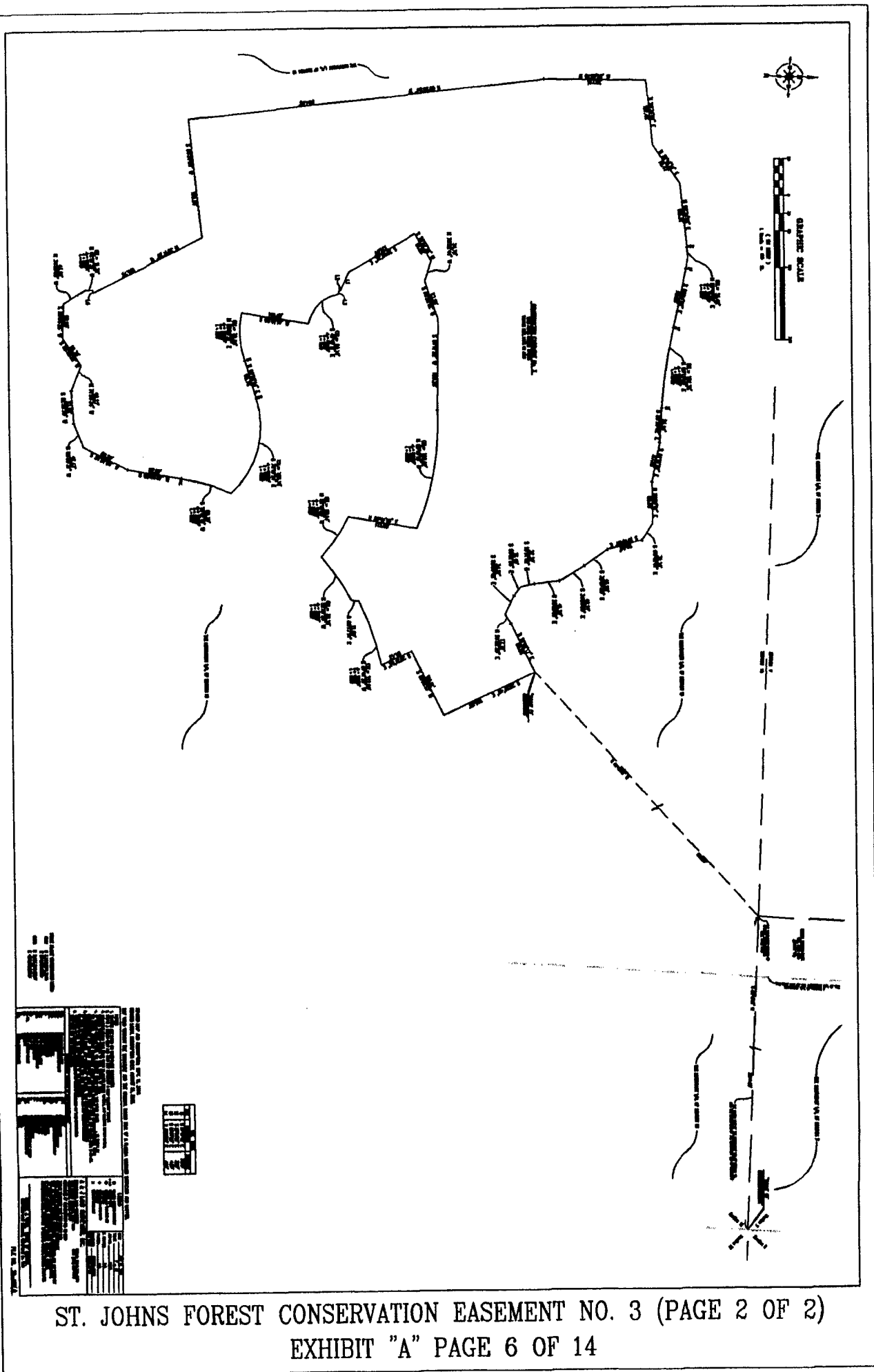


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ST JOHNS FOREST

CONSERVATION EASEMENT NO. 4 (PAGE 1 OF 3)

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 51°42'29" WEST, A DISTANCE OF 280.10 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 25°43'17" EAST, A DISTANCE OF 125.92 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 485.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 351.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°30'03" EAST 344.13 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 390.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 344.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°56'18" EAST 333.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 610.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 165.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°22'50" EAST 165.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°09'52" EAST, A DISTANCE OF 70.50 FEET, TO A POINT SITUATE IN THE NORTHERLY LINE OF A 50 FOOT EASEMENT FOR UTILITIES AS RECORDED IN OFFICIAL RECORDS BOOK 1270, PAGE 1419 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 57°49'40" WEST, A DISTANCE OF 495.26 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,192.01 FEET; COURSE NO. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 188.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°17'44" WEST 188.83 FEET, TO A POINT SITUATE IN THE EASTERLY BOUNDARY LINE OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1373, PAGE 239, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 16°13'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 932.46 FEET, THENCE NORTH 61°46'51" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,030.39 FEET; THENCE SOUTH 89°23'20" WEST, ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,320.44 FEET, TO THE NORTHWEST CORNER THEREOF, AND A POINT SITUATE IN THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17; THENCE NORTH 00°35'26" WEST, ALONG LAST SAID LINE, A DISTANCE OF 943.22 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 17; THENCE SOUTH 89°41'46" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, AND ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 4,206.36 FEET, TO A POINT; THENCE NORTH 08°25'54" WEST, A DISTANCE OF 524.74 FEET, TO A POINT; THENCE NORTH 80°32'40" EAST, A DISTANCE OF 40.00 FEET, TO A POINT BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 255.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 218.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°07'29" EAST 212.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°43'08" EAST, A DISTANCE OF 182.78 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 480.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 370.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°08'50" EAST 361.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°00'47" EAST, A DISTANCE OF 96.50 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 90.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°01'42" EAST 90.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 270.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°38'25" EAST 264.95 FEET, TO A POINT; THENCE SOUTH 55°41'48" EAST, A DISTANCE OF 20.73 FEET, TO A POINT; THENCE NORTH 33°16'51" EAST, A DISTANCE OF 30.00 FEET, TO A POINT; THENCE NORTH 55°41'48" WEST, A DISTANCE OF 20.20 FEET, TO A POINT; THENCE NORTH 34°18'12" EAST, A DISTANCE OF 47.94 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 75.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°09'34" EAST 75.50 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 434.98 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 679.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°07'35" EAST 612.14 FEET, TO A POINT; THENCE NORTH 23°14'16" WEST, A DISTANCE OF 45.44 FEET, TO A POINT; THENCE NORTH 52°58'44" EAST, A DISTANCE OF 144.38 FEET, TO A POINT; THENCE SOUTH 65°07'19" EAST, A DISTANCE OF 35.56 FEET, TO A POINT; THENCE NORTH 62°58'22" EAST, A DISTANCE OF 34.48 FEET, TO A POINT; THENCE SOUTH 38°40'11" EAST, A DISTANCE OF 54.16 FEET, TO A POINT; THENCE SOUTH 65°39'42" EAST, A DISTANCE OF 43.88 FEET, TO A POINT; THENCE NORTH 52°58'44" EAST, A DISTANCE OF 36.77 FEET, TO A POINT BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 510.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 276.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°29'49" EAST 273.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°02'50" EAST, A DISTANCE OF 279.95 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 204.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°36'29" EAST 194.39 FEET, TO A POINT; THENCE NORTH 37°19'25" EAST, A DISTANCE OF 17.87 FEET, TO A POINT; THENCE NORTH 73°52'21" EAST, A DISTANCE OF 49.89 FEET, TO A POINT; THENCE NORTH 52°02'04" EAST, A DISTANCE OF 19.43 FEET, TO A POINT; THENCE NORTH 19°37'45" EAST, A DISTANCE OF 103.55 FEET, TO A POINT; THENCE NORTH 65°59'08" EAST, A DISTANCE OF 39.45 FEET, TO A POINT; THENCE NORTH 86°31'58" EAST, A DISTANCE OF 30.77 FEET, TO A POINT; THENCE NORTH 16°26'25" EAST, A DISTANCE OF 79.57 FEET, TO A POINT; THENCE NORTH 37°40'29" EAST, A DISTANCE OF 43.83 FEET, TO A POINT; THENCE NORTH 53°37'37" EAST, A DISTANCE OF 42.30 FEET, TO A POINT; THENCE NORTH 14°50'16" EAST, A DISTANCE OF 28.46 FEET, TO A POINT; THENCE NORTH 30°47'53" WEST, A DISTANCE OF 42.96 FEET, TO A POINT; THENCE NORTH 15°36'07" EAST, A DISTANCE OF 42.06 FEET, TO A POINT; THENCE NORTH 21°59'55" WEST, A DISTANCE OF 37.91 FEET, TO A POINT; THENCE NORTH 06°22'53" EAST, A DISTANCE OF 29.54 FEET, TO A POINT; THENCE NORTH 14°20'23" EAST, A DISTANCE OF 92.51 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,810.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 152.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°21'36" EAST 152.22 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,402.56 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 215.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°57'24" EAST 214.81 FEET, TO A POINT; THENCE SOUTH 89°33'42" EAST, A DISTANCE OF 256.61 FEET, TO A POINT; THENCE SOUTH 57°32'34" EAST, A DISTANCE OF 123.76 FEET, TO A POINT; THENCE SOUTH 38°38'51" EAST, A DISTANCE OF 34.15 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A

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CONSERVATION EASEMENT NO. 4 CONT.... (PAGE 2 OF 3)

RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 149.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°24'38" EAST 149.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°32'34" EAST, A DISTANCE OF 775.12 FEET, TO A POINT; THENCE SOUTH 35°34'15" EAST, A DISTANCE OF 418.66 FEET, TO A POINT; THENCE SOUTH 54°25'45" WEST, A DISTANCE OF 10.00 FEET, TO A POINT; THENCE SOUTH 35°34'15" EAST, A DISTANCE OF 122.58 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 20.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°06'52" WEST 20.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 16°44'45" WEST, A DISTANCE OF 32.05 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 74.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°47'34" WEST 70.89 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°50'22" WEST, A DISTANCE OF 126.83 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 12.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°13'59" WEST 12.22 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 19.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°36'42" WEST 18.37 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 116.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°31'19" WEST 99.10 FEET, TO A POINT; THENCE NORTH 56°49'03" WEST, A DISTANCE OF 128.60 FEET, TO A POINT; THENCE SOUTH 57°30'21" WEST, A DISTANCE OF 127.98 FEET, TO A POINT; THENCE SOUTH 27°59'22" EAST, A DISTANCE OF 86.21 FEET, TO A POINT; THENCE SOUTH 43°21'51" EAST, A DISTANCE OF 49.37 FEET, TO A POINT; THENCE SOUTH 32°35'35" EAST, A DISTANCE OF 109.46 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 93.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°07'52" EAST 92.47 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81°12'55" EAST, A DISTANCE OF 66.14 FEET, TO A POINT; THENCE SOUTH 85°00'41" EAST, A DISTANCE OF 35.09 FEET, TO A POINT; THENCE NORTH 32°46'33" EAST, A DISTANCE OF 22.42 FEET, TO A POINT; THENCE NORTH 82°50'22" EAST, A DISTANCE OF 150.94 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 245.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 89.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°23'21" EAST 88.88 FEET, TO A POINT; THENCE SOUTH 39°29'47" EAST, A DISTANCE OF 18.79 FEET, TO A POINT; THENCE NORTH 60°39'17" EAST, A DISTANCE OF 30.92 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 92.29 FEET, TO A POINT; THENCE SOUTH 35°34'15" EAST, A DISTANCE OF 369.18 FEET, TO A POINT; THENCE SOUTH 54°25'45" WEST, A DISTANCE OF 18.63 FEET, TO A POINT; THENCE SOUTH 38°08'09" EAST, A DISTANCE OF 15.02 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 17.96 FEET, TO A POINT; THENCE SOUTH 35°34'15" EAST, A DISTANCE OF 39.02 FEET, TO A POINT; THENCE SOUTH 48°22'40" WEST, A DISTANCE OF 183.97 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 94.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°40'43" WEST 93.39 FEET, TO A POINT; THENCE SOUTH 12°54'02" WEST, A DISTANCE OF 80.00 FEET, TO A POINT; THENCE SOUTH 77°05'58" EAST, A DISTANCE OF 140.49 FEET, TO A POINT; THENCE NORTH 42°08'44" EAST, A DISTANCE OF 40.99 FEET, TO A POINT BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 37.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°38'32" EAST 36.66 FEET, TO A POINT; THENCE SOUTH 06°34'11" WEST, A DISTANCE OF 34.34 FEET, TO A POINT; THENCE SOUTH 51°25'29" EAST, A DISTANCE OF 140.00 FEET, TO A POINT; THENCE NORTH 38°34'31" EAST, A DISTANCE OF 80.00 FEET, TO A POINT; THENCE NORTH 19°23'49" EAST, A DISTANCE OF 124.83 FEET, TO A POINT; THENCE NORTH 48°22'40" EAST, A DISTANCE OF 67.91 FEET, TO A POINT; THENCE NORTH 48°22'40" EAST, A DISTANCE OF 118.94 FEET, TO A POINT; THENCE SOUTH 67°57'07" EAST, A DISTANCE OF 631.41 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 145.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°50'08" EAST 145.16 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°43'09" EAST, A DISTANCE OF 180.79 FEET, TO A POINT; THENCE SOUTH 85°40'53" EAST, A DISTANCE OF 17.72 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 270.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°44'14" EAST 262.79 FEET, TO A POINT; THENCE NORTH 46°22'55" EAST, A DISTANCE OF 130.27 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 179.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°19'18" EAST 178.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 262.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 172.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°58'40" EAST 169.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°48'52" EAST, A DISTANCE OF 61.97 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°53'03" EAST 8.27 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 460.54 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 122.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°32'51" EAST 121.72 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 15.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°17'36" EAST 15.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 231.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 22.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°35'41" EAST 22.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 31°44'39" EAST, A DISTANCE OF 103.34 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 93.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°51'19" EAST 92.85 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°58'00" EAST, A DISTANCE OF 11.07 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 114.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°50'38" EAST 114.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 151.86 ACRES AND/OR 6,614,872.0 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities

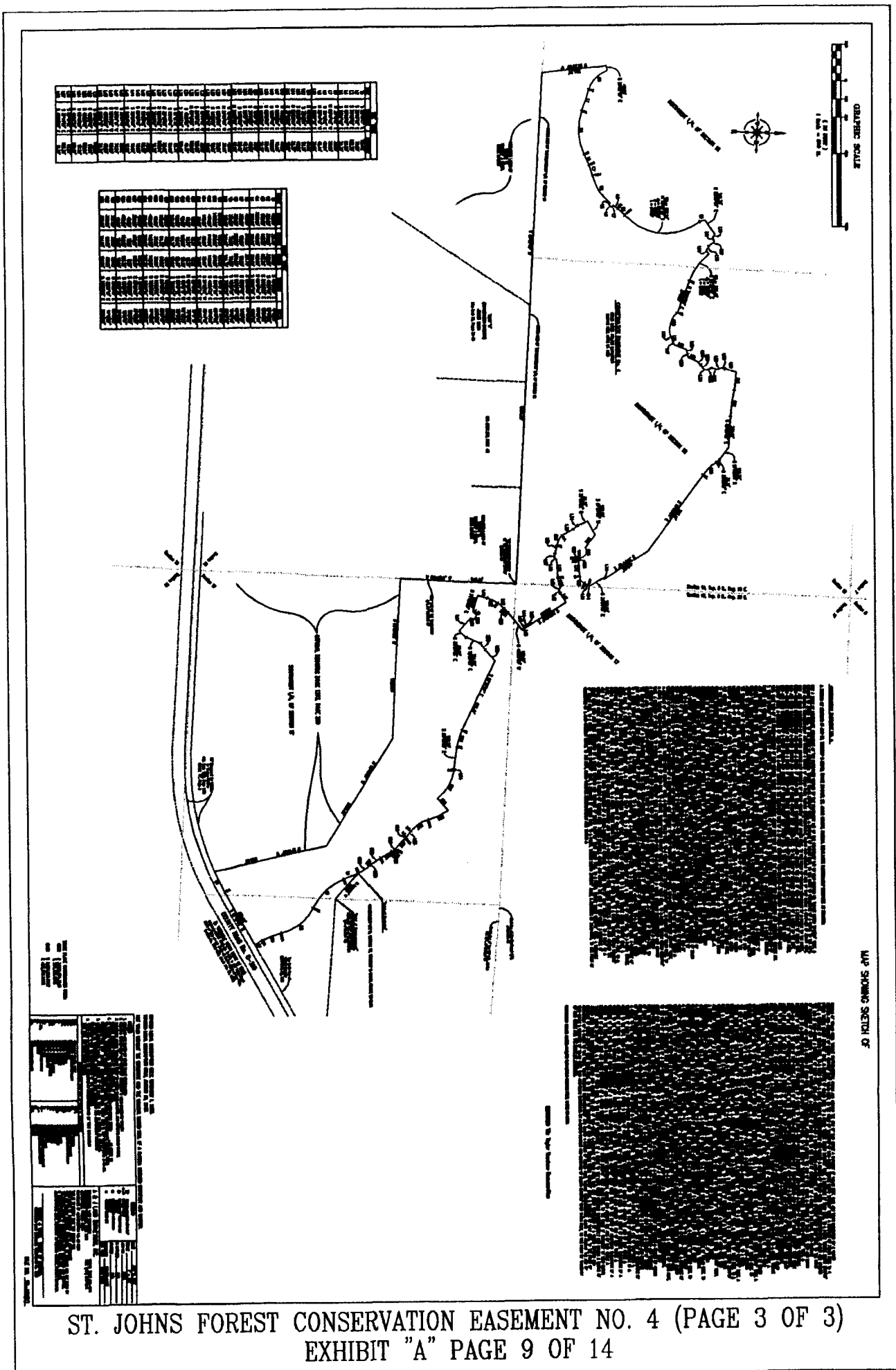


EXHIBIT "A" PAGE 10 OF 14

ST JOHNS FOREST

CONSERVATION EASEMENT NO. 5 (PAGE 1 OF 2)

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 17 AND 18, AND SECTIONS 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'15" WEST, ALONG THE NORTH LINE OF SAID SECTION 18, AND THE SOUTH LINE OF SECTION 7, A DISTANCE OF 196.66 FEET, TO A POINT SITUATE IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, AS SHOWN ON ST. JOHNS COUNTY ROAD PLAT BOOK 1, PAGES 9, 10, 11, 12 AND 13, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AS ESTABLISHED FOR MAINTENANCE PURPOSES, SAID RIGHT OF WAY OF RUSSELL SAMPSON ROAD HAVING AN UNDETERMINED RIGHT OF WAY WIDTH; THENCE SOUTH 42°11'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 443.75 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539, OF SAID PUBLIC RECORDS; THENCE SOUTH 30°00'45" WEST, ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 26.26 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30°00'45" WEST, ALONG SAID NORTHWESTERLY LINE OF OFFICIAL RECORDS BOOK 1080, PAGE 539, A DISTANCE OF 941.33 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 60°11'22" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 700.12 FEET, TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 29°57'46" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 878.31 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, AS SHOWN ON SAID ST. JOHNS COUNTY ROAD PLAT BOOK 1, PAGES 9, 10, 11, 12 AND 13; THENCE SOUTH 58°51'42" EAST, A DISTANCE OF 456.18 FEET, TO A POINT; THENCE SOUTH 31°05'23" WEST, A DISTANCE OF 93.74 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 110.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°03'52" WEST 95.32 FEET, TO A POINT; THENCE NORTH 73°47'26" WEST, A DISTANCE OF 111.16 FEET, TO A POINT; THENCE SOUTH 50°43'15" WEST, A DISTANCE OF 26.84 FEET, TO A POINT; THENCE SOUTH 52°38'37" WEST, A DISTANCE OF 127.95 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 104.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°06'39" WEST 91.65 FEET, TO A POINT; THENCE NORTH 48°54'24" WEST, A DISTANCE OF 17.54 FEET, TO A POINT; THENCE SOUTH 74°54'09" WEST, A DISTANCE OF 28.82 FEET, TO A POINT; THENCE SOUTH 52°38'37" WEST, A DISTANCE OF 127.80 FEET, TO A POINT; THENCE SOUTH 37°21'23" EAST, A DISTANCE OF 123.94 FEET, TO A POINT; THENCE SOUTH 63°05'47" EAST, A DISTANCE OF 23.03 FEET, TO A POINT; THENCE SOUTH 58°44'00" EAST, A DISTANCE OF 41.15 FEET, TO A POINT; THENCE SOUTH 37°21'23" EAST, A DISTANCE OF 188.28 FEET, TO A POINT BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 710.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 2.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°34'19" WEST 2.29 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°39'51" WEST, A DISTANCE OF 54.95 FEET, TO A POINT; THENCE NORTH 36°20'09" WEST, A DISTANCE OF 12.35 FEET, TO A POINT; THENCE SOUTH 53°39'51" WEST, A DISTANCE OF 75.70 FEET, TO A POINT; THENCE SOUTH 36°20'09" EAST, A DISTANCE OF 12.35 FEET, TO A POINT; THENCE SOUTH 53°39'51" WEST, A DISTANCE OF 117.98 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 80.24 FEET, TO A POINT; THENCE NORTH 86°15'22" WEST, A DISTANCE OF 74.16 FEET, TO A POINT; THENCE SOUTH 79°52'10" WEST, A DISTANCE OF 50.80 FEET, TO A POINT; THENCE SOUTH 23°11'46" WEST, A DISTANCE OF 37.08 FEET, TO A POINT; THENCE SOUTH 59°27'12" WEST, A DISTANCE OF 116.18 FEET, TO A POINT; THENCE SOUTH 49°12'29" WEST, A DISTANCE OF 62.08 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 52.60 FEET, TO A POINT; THENCE SOUTH 54°25'45" WEST, A DISTANCE OF 34.36 FEET, TO A POINT; THENCE NORTH 53°52'24" WEST, A DISTANCE OF 10.53 FEET, TO A POINT; THENCE SOUTH 54°25'45" WEST, A DISTANCE OF 82.33 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 210.50 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 8.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°07'14" WEST 8.44 FEET, TO A POINT; THENCE NORTH 52°01'38" EAST, A DISTANCE OF 27.81 FEET, TO A POINT; THENCE NORTH 30°38'47" EAST, A DISTANCE OF 27.43 FEET, TO A POINT; THENCE NORTH 52°01'38" EAST, A DISTANCE OF 66.76 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 560.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 191.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°45'28" WEST 190.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°32'34" WEST, A DISTANCE OF 352.19 FEET, TO A POINT; THENCE NORTH 04°33'22" WEST, A DISTANCE OF 55.83 FEET, TO A POINT; THENCE NORTH 33°20'28" EAST, A DISTANCE OF 68.91 FEET, TO A POINT; THENCE NORTH 35°32'34" EAST, A DISTANCE OF 597.95 FEET, TO A POINT; THENCE NORTH 29°57'02" EAST, A DISTANCE OF 275.05 FEET, TO A POINT; THENCE SOUTH 42°11'10" EAST, A DISTANCE OF 32.77 FEET, TO A POINT SITUATE IN THE NORTHWESTERLY LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539, AND THE POINT OF BEGINNING.

CONTAINING 9.02 ACRES AND/OR 392,705 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities

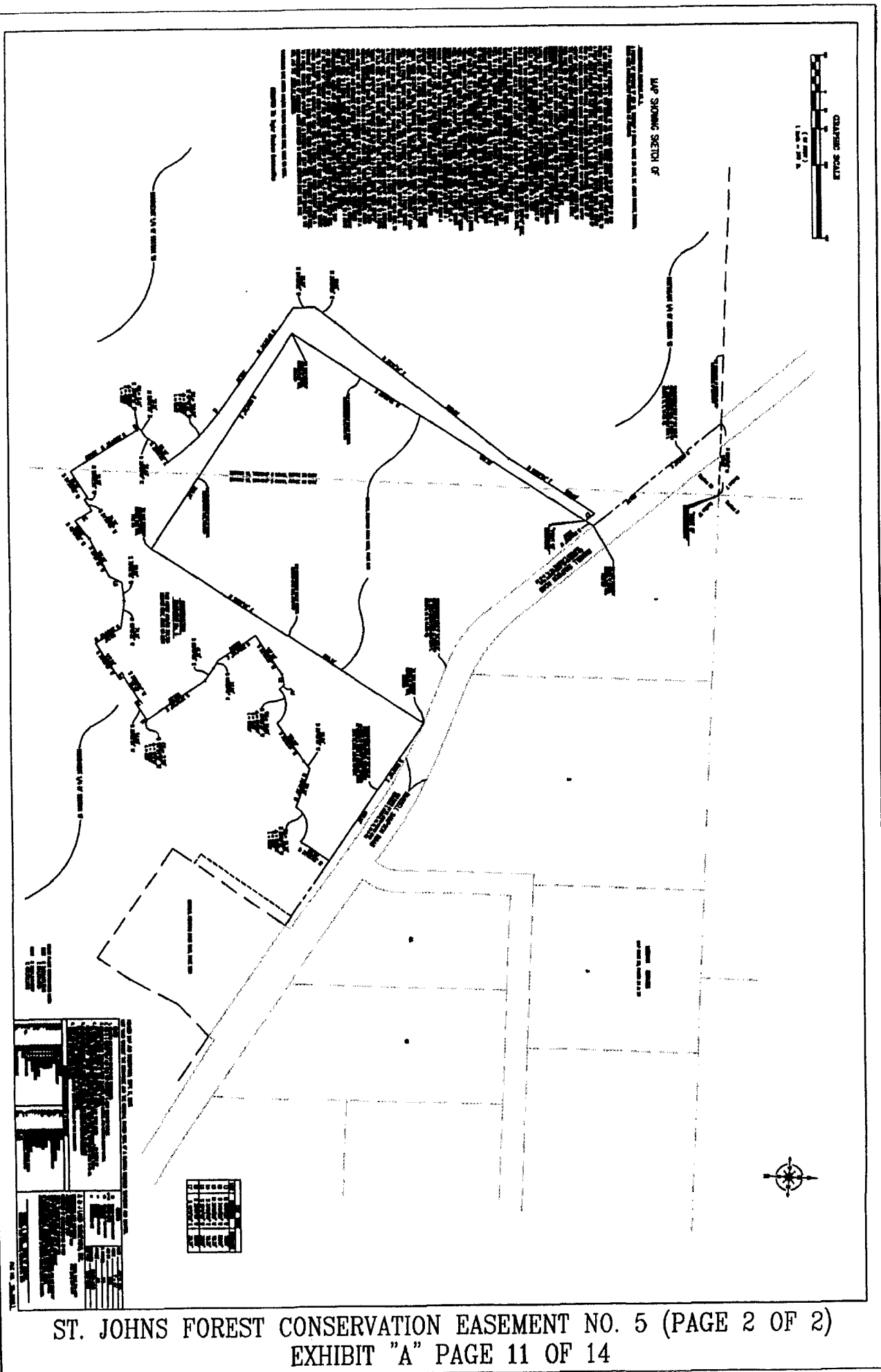


EXHIBIT "A" PAGE 12 OF 14

ST JOHNS FOREST

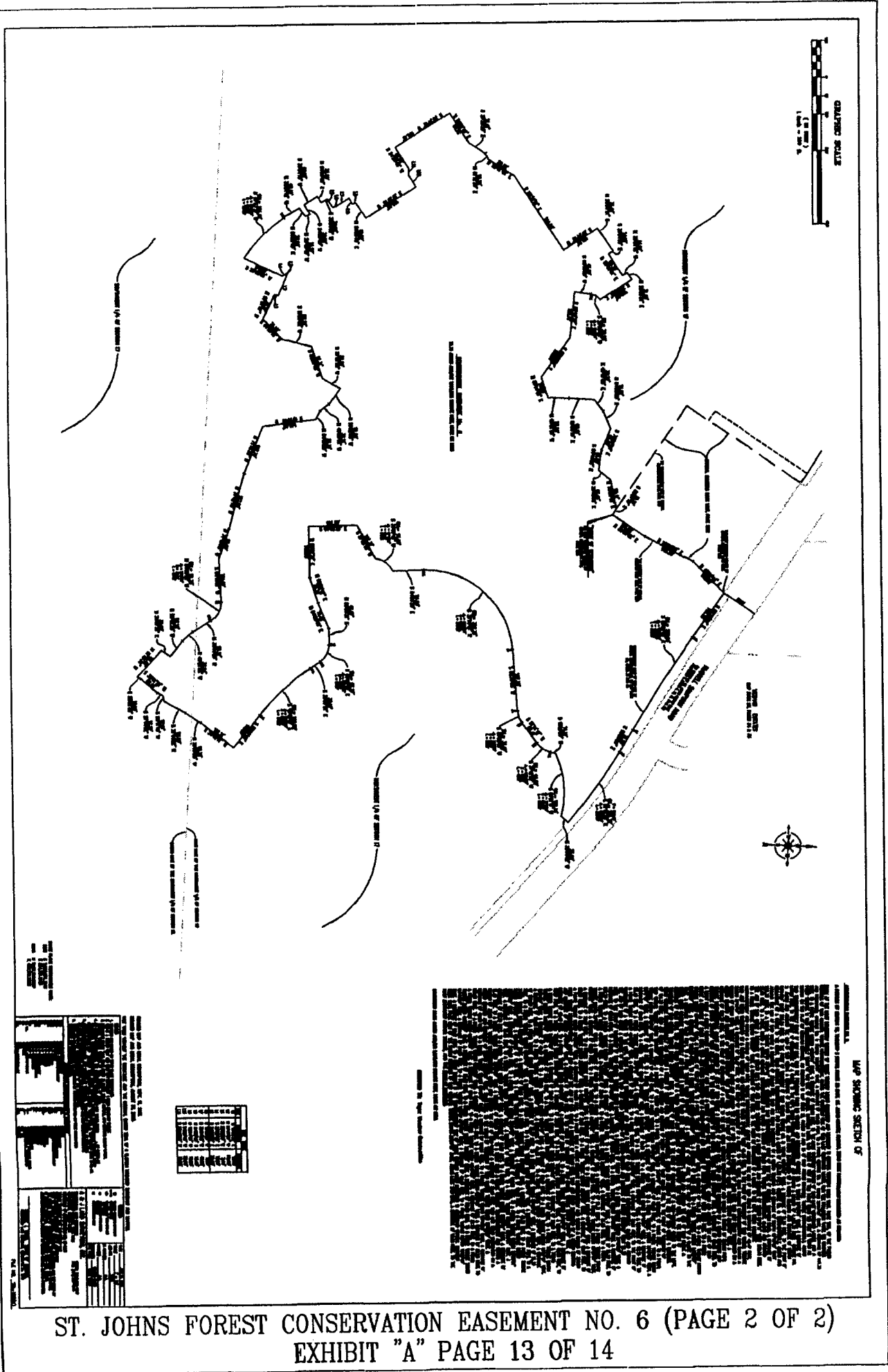
CONSERVATION EASEMENT NO. 6 (PAGE 1 OF 2)

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LANDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 30°59'00" EAST, A DISTANCE OF 105.23 FEET, TO A POINT; COURSE NO. 2: NORTH 25°04'06" EAST, A DISTANCE OF 147.35 FEET, TO A POINT; THENCE NORTH 43°53'44" EAST, A DISTANCE OF 118.96 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS, AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, SAID RIGHT OF WAY AT THIS POINT BEING 100 FEET IN WIDTH AS SHOWN ON THE PLAT OF MEEHAN ESTATES, AS RECORDED IN MAP BOOK 20, PAGES 34 AND 35 OF SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 58°38'54" EAST, A DISTANCE OF 146.28 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4,439.30 FEET; COURSE NO. 2: ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 299.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°34'54" EAST 299.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 62°30'53" EAST, A DISTANCE OF 71.53 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,281.08 FEET; COURSE NO. 4: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 236.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°13'20" EAST 236.33 FEET, TO A POINT; THENCE SOUTH 38°04'12" WEST, DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 25.00 FEET, TO A POINT, BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 176.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°51'11" WEST 173.44 FEET, TO A POINT; THENCE SOUTH 11°09'57" WEST, A DISTANCE OF 14.61 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 45.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°12'22" WEST 44.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°14'47" WEST, A DISTANCE OF 68.47 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 35.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°53'56" WEST 35.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°33'05" WEST, A DISTANCE OF 167.73 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 355.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°14'48" WEST 322.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°03'29" EAST, A DISTANCE OF 84.63 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 58.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°08'45" WEST 56.63 FEET, TO A POINT; THENCE SOUTH 57°55'13" WEST, A DISTANCE OF 102.37 FEET, TO A POINT; THENCE SOUTH 04°03'29" EAST, A DISTANCE OF 131.35 FEET, TO A POINT; THENCE NORTH 85°56'31" EAST, A DISTANCE OF 140.00 FEET, TO A POINT; THENCE NORTH 68°32'47" EAST, A DISTANCE OF 73.35 FEET, TO A POINT; THENCE NORTH 64°05'46" EAST, A DISTANCE OF 75.42 FEET, TO A POINT; THENCE NORTH 85°56'31" EAST, A DISTANCE OF 43.97 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 55.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°05'40" EAST 53.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°07'51" EAST, A DISTANCE OF 30.10 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 595.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 191.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°48'01" EAST 190.50 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°00'43" EAST, A DISTANCE OF 112.67 FEET, TO A POINT; THENCE SOUTH 34°46'11" WEST, A DISTANCE OF 112.11 FEET, TO A POINT; THENCE SOUTH 29°50'23" WEST, A DISTANCE OF 48.28 FEET, TO A POINT; THENCE SOUTH 27°44'52" WEST, A DISTANCE OF 66.09 FEET, TO A POINT; THENCE SOUTH 80°11'45" WEST, A DISTANCE OF 12.61 FEET, TO A POINT; THENCE SOUTH 27°44'52" WEST, A DISTANCE OF 18.50 FEET, TO A POINT; THENCE SOUTH 38°41'26" WEST, A DISTANCE OF 59.18 FEET, TO A POINT; THENCE SOUTH 25°52'33" WEST, A DISTANCE OF 10.60 FEET, TO A POINT; THENCE NORTH 51°18'34" WEST, A DISTANCE OF 96.40 FEET, TO A POINT; THENCE NORTH 33°17'21" EAST, A DISTANCE OF 30.03 FEET, TO A POINT; THENCE NORTH 56°42'39" WEST, A DISTANCE OF 53.15 FEET, TO A POINT; THENCE NORTH 45°51'58" WEST, A DISTANCE OF 38.04 FEET, TO A POINT; THENCE NORTH 34°04'05" WEST, A DISTANCE OF 56.91 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 59.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°53'02" WEST 56.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°18'01" WEST, A DISTANCE OF 120.87 FEET, TO A POINT; THENCE NORTH 74°43'08" WEST, A DISTANCE OF 85.80 FEET, TO A POINT; THENCE NORTH 77°42'40" WEST, A DISTANCE OF 157.63 FEET, TO A POINT; THENCE NORTH 71°18'30" WEST, A DISTANCE OF 137.79 FEET, TO A POINT; THENCE NORTH 10°14'36" WEST, A DISTANCE OF 143.49 FEET, TO A POINT; THENCE NORTH 64°15'08" WEST, A DISTANCE OF 26.18 FEET, TO A POINT; THENCE NORTH 41°36'46" WEST, A DISTANCE OF 30.16 FEET, TO A POINT; THENCE NORTH 56°22'08" WEST, A DISTANCE OF 51.85 FEET, TO A POINT; THENCE SOUTH 27°31'26" WEST, A DISTANCE OF 56.86 FEET, TO A POINT; THENCE SOUTH 68°39'48" WEST, A DISTANCE OF 91.31 FEET, TO A POINT; THENCE SOUTH 11°58'02" WEST, A DISTANCE OF 83.26 FEET, TO A POINT; THENCE SOUTH 44°23'13" WEST, A DISTANCE OF 75.58 FEET, TO A POINT; THENCE NORTH 67°57'07" WEST, A DISTANCE OF 73.17 FEET, TO A POINT; THENCE NORTH 16°33'32" EAST, A DISTANCE OF 10.05 FEET, TO A POINT; THENCE NORTH 67°57'07" WEST, A DISTANCE OF 65.03 FEET, TO A POINT; THENCE SOUTH 22°02'53" WEST, A DISTANCE OF 2.44 FEET, TO A POINT; THENCE SOUTH 23°39'30" EAST, A DISTANCE OF 13.97 FEET, TO A POINT; THENCE SOUTH 22°02'53" WEST, A DISTANCE OF 114.64 FEET, TO A POINT BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 155.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°57'37" WEST, A DISTANCE OF 154.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 48.49 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 27.65 FEET, TO A POINT; THENCE NORTH 24°43'48" WEST, A DISTANCE OF 15.27 FEET, TO A POINT; THENCE SOUTH 54°25'45" WEST, A DISTANCE OF 30.52 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 42.08 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 20.00 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 20.00 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 26.68 FEET, TO A POINT; THENCE NORTH 13°03'27" WEST, A DISTANCE OF 8.67 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 41.99 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 17.40 FEET, TO A POINT; THENCE NORTH 13°24'43" WEST, A DISTANCE OF 10.80 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 48.52 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 19.20 FEET, TO A POINT; THENCE SOUTH 54°25'45" WEST, A DISTANCE OF 66.64 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 173.41 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 98.15 FEET, TO A POINT; THENCE NORTH 27°33'23" EAST, A DISTANCE OF 51.21 FEET, TO A POINT; THENCE NORTH 61°12'30" EAST, A DISTANCE OF 18.36 FEET, TO A POINT; THENCE NORTH 29°47'43" EAST, A DISTANCE OF 80.52 FEET, TO A POINT; THENCE NORTH 53°39'51" EAST, A DISTANCE OF 244.58 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 110.01 FEET, TO A POINT; THENCE NORTH 53°39'51" EAST, A DISTANCE OF 75.46 FEET, TO A POINT; THENCE SOUTH 35°34'15" EAST, A DISTANCE OF 14.69 FEET, TO A POINT; THENCE NORTH 53°39'51" EAST, A DISTANCE OF 89.79 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 14.69 FEET, TO A POINT; THENCE NORTH 53°39'51" EAST, A DISTANCE OF 21.40 FEET, TO A POINT; THENCE SOUTH 36°20'09" EAST, A DISTANCE OF 102.00 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 33.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 29.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°30'58" WEST, 28.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°10'23" WEST, A DISTANCE OF 45.00 FEET, TO A POINT; THENCE SOUTH 86°49'37" EAST, A DISTANCE OF 125.11 FEET, TO A POINT; THENCE SOUTH 56°45'05" EAST, A DISTANCE OF 130.61 FEET, TO A POINT; THENCE NORTH 68°14'43" EAST, A DISTANCE OF 59.85 FEET, TO A POINT; THENCE NORTH 00°51'18" WEST, A DISTANCE OF 56.98 FEET, TO A POINT; THENCE NORTH 00°06'16" EAST, A DISTANCE OF 68.01 FEET, TO A POINT; THENCE NORTH 49°47'38" EAST, A DISTANCE OF 39.76 FEET, TO A POINT; THENCE NORTH 64°55'53" EAST, A DISTANCE OF 51.62 FEET, TO A POINT; THENCE SOUTH 70°56'53" EAST, A DISTANCE OF 64.00 FEET, TO A POINT; THENCE SOUTH 84°44'26" EAST, A DISTANCE OF 54.55 FEET, TO A POINT; THENCE NORTH 36°12'55" EAST, A DISTANCE OF 42.46 FEET, TO A POINT; THENCE NORTH 76°39'43" EAST, A DISTANCE OF 80.11 FEET, TO A POINT SITUATE IN THE SOUTHWESTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 1007, PAGE 1331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 58°57'13" EAST, ALONG LAST SAID LINE, A DISTANCE OF 19.18 FEET, TO THE MOST SOUTHERLY CORNER THEREOF, AND THE POINT OF BEGINNING.

CONTAINING 29.75 ACRES AND/OR 1,295,832 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities



MAP SHOWING SKETCH OF

ST JOHNS FOREST

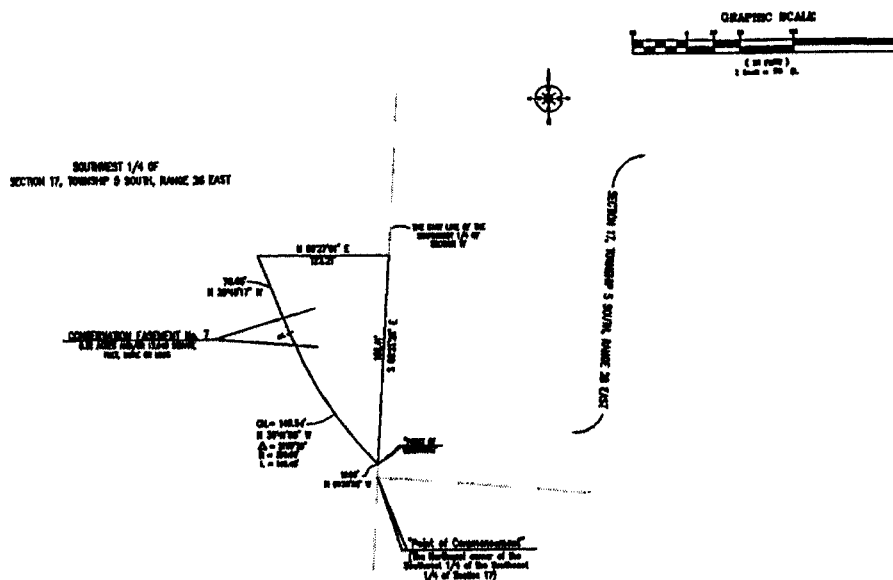
CONSERVATION EASEMENT NO. 7

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 00°23'28" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 12.99 FEET, TO A POINT BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 390.00 FEET, AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 149.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°41'58" WEST 148.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°43'17" WEST, A DISTANCE OF 79.63 FEET, TO A POINT; THENCE NORTH 86°27'01" EAST, A DISTANCE OF 122.21 FEET, TO A POINT SITUATE IN THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'28" EAST, ALONG LAST SAID LINE, A DISTANCE OF 198.41 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.32 ACRES AND/OR 13,940 SQUARE FEET, MORE OR LESS.

CERTIFIED TO: Taylor Woodrow Communities



<p>ST. JOHNS FOREST CONSERVATION EASEMENT NO. 7</p> <p>0.32 ACRES AND/OR 13,940 SQ. FT. MORE OR LESS</p>	<p>ST. JOHNS FOREST CONSERVATION EASEMENT NO. 7</p> <p>0.32 ACRES AND/OR 13,940 SQ. FT. MORE OR LESS</p>
--	--

ST. JOHNS FOREST CONSERVATION EASEMENT NO. 7 (PAGE 1 OF 1)
EXHIBIT "A" PAGE 14 OF 14

Prepared by & return to:

S. Todd Merrill, Esq.
Taylor Woodrow Communities
877 Executive Center Drive W.
Suite 205
St. Petersburg, FL 33702
(727) 563-9882

**SUPPLEMENTAL DECLARATION
FOR ST. JOHNS FOREST**

This Supplemental Declaration is made this 25th day of June, 2007, by TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C., a Florida limited liability company (the "**Declarant**"), and is joined in by ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and by St. Johns Forest Community Development District (the "**CDD**").

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definition shall have the meaning ascribed to them in the Declaration of Covenants, Conditions, Restrictions and Easements for St. Johns Forest recorded in O.R. Book 2195, Page 419, et seq. of the Public Records of St. Johns County, Florida, as the same may be amended from time to time (the "**Declaration**").

B. Declarant, with the joinders of Association and CDD, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Declarant to supplement the Declaration.

D. Declarant desires to designate the real property legally described on Exhibit "A" attached hereto (the "Additional Property") as part of the Property.

STATEMENT OF DECLARATION

A. Declarant hereby declares that the Additional Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, assessments, liens and provisions of the Declaration and this Supplement. All provisions of the Declaration shall apply to the Additional Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

TAYLOR WOODROW COMMUNITIES
AT ST. JOHNS FOREST, L.L.C.,
a Florida limited liability company

Stephanie Marshall
Print Name: Stephanie Marshall

By: [Signature]
Ann S. Cohen, Vice President

Jeannine Carrier
Print Name: JEANNINE E. CARRIER

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of June, 2007, by Ann S. Cohen, as Vice President of Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, on behalf of said limited liability company. She is personally known to me or has provided a driver's license as identification and did take an oath.


My Commission Expires:

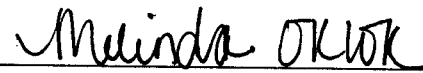
Jeannine Carrier
Notary Public State of Florida

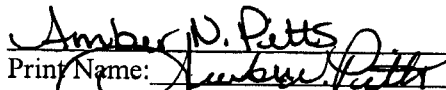


JOINDER BY ASSOCIATION

ST. JOHNS FOREST MASTER PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation


Print Name: Heather Hardin

By: 
Melinda Oklok, Vice President


Print Name: Amber Pitts


STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of June, 2007, by Melinda Oklok, as Vice President of St. Johns Forest Master Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has provided a driver's license as identification and did take an oath.

My Commission Expires:




Susan C. Brozowski
Commission # DD363948
Expires November 14, 2008
Bonded Troy Pahn - Insurance, Inc. 800-365-7019

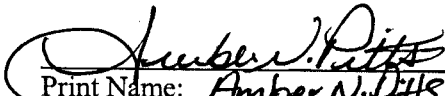

Notary Public State of Florida
Susan C. Brozowski

JOINDER BY COMMUNITY DEVELOPMENT DISTRICT

ST. JOHNS FOREST COMMUNITY
DEVELOPMENT DISTRICT


Print Name: Heather Hardin

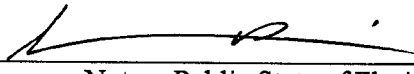
By: Melinda Oklok
Melinda Oklok, Vice Chairman


Print Name: Amber N. Pitts

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of June, 2007, by Melinda Oklok, as Vice Chairman of St. Johns Forest Community Development District. She is personally known to me or has provided a driver's license as identification and did take an oath.

My Commission Expires:


Notary Public State of Florida
Susan C. Brozowski

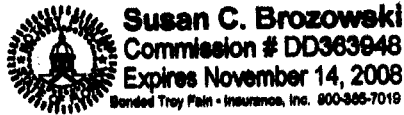


EXHIBIT "A"

Legal Description of Additional Property

All of St. Johns Forest Unit Four Being a Portion of Section 18, Township 5 South, Range 28 East, St. Johns County, Florida, according to the plat thereof recorded in Map Book 62, Pages 1 through 12, of the Public Records of St. Johns County, Florida.

TALEGALA-9000\LGL8998.doc
06.21.07

5

Prepared by & return to:

Marc I. Spencer, Esq.
Taylor Woodrow Communities
877 Executive Center Drive W.
Suite 205
St. Petersburg, FL 33702
(727) 563-9882

Spencer
(ENV)

SUPPLEMENTAL DECLARATION FOR ST. JOHNS FOREST

This Supplemental Declaration is made this 26 day of July, 2005, by TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C., a Florida limited liability company (the "**Declarant**"), and is joined in by ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), and by St. Johns Forest Community Development District (the "**CDD**").

STATEMENT OF BACKGROUND INFORMATION

- A. Terms used as defined terms herein without definition shall have the meaning ascribed to them in the Declaration of Covenants, Conditions, Restrictions and Easements for St. Johns Forest recorded in O.R. Book 2195, Page 419, et seq. of the Public Records of St. Johns County, Florida, as the same may be amended from time to time (the "**Declaration**").
- B. Declarant, with the joinders of Association and CDD, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.
- C. The Declaration permits the Declarant to supplement the Declaration.
- D. Declarant desires to designate the real property legally described on Exhibit "A" attached hereto (the "Additional Property") as part of the Property.

STATEMENT OF DECLARATION

- A. Declarant hereby declares that the Additional Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, assessments, liens and provisions of the Declaration and this Supplement. All provisions of the Declaration shall apply to the Additional Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

TAYLOR WOODROW COMMUNITIES
AT ST. JOHNS FOREST, L.L.C.,
a Florida limited liability company

Deborah DeCarlo
Print Name: Deborah DeCarlo

By: Thomas R. Spence
Thomas R. Spence, President

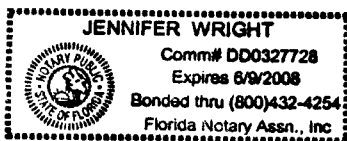
Rachel FIA
Print Name: RACHEL FIA

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of July, 2005, by Thomas R. Spence, as President of Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.

My Commission Expires: 6/9/2008

Jennifer Wright
Notary Public State of Florida



JOINDER BY ASSOCIATION

ST. JOHNS FOREST MASTER PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation

Deborah DeCarlo
Print Name: Deborah DeCarlo

Rachel FIA
Print Name: Rachel FIA

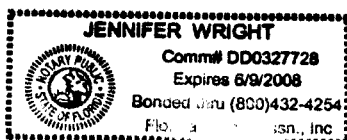
By: Thomas R. Spence
Thomas R. Spence, President

STATE OF FLORIDA
COUNTY OF PINELLAS

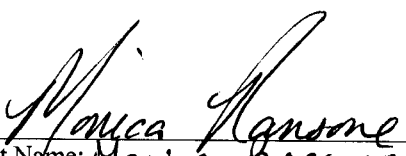
The foregoing instrument was acknowledged before me this 26 day of July, 2005,
by Thomas R. Spence, as President of St. Johns Forest Master Property Owners Association, Inc., a Florida
not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided a
driver's license as identification and did take an oath.

My Commission Expires: 6/9/2008


Jennifer Wright
Notary Public State of Florida



JOINDER BY COMMUNITY DEVELOPMENT DISTRICT


Print Name: Monica Hansone

ST. JOHNS FOREST COMMUNITY
DEVELOPMENT DISTRICT

By: 
Marc I. Spencer, Chairman


Print Name: CARMEN TERRELL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of July, 2005,
by Marc I. Spencer, as Chairman of St. Johns Forest Community Development District. He is personally
known to me or has provided a driver's license as identification and did take an oath.

My Commission Expires:

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EXHIBIT "A"

Legal Description of Additional Property

All of St. Johns Forest Unit Two Being a Portion of Sections 17 and 18, Township 5 South, Range 28 East, St. Johns County, Florida, according to the plat thereof recorded in Plat Book 55, Page 67, of the Public Records of St. Johns County, Florida.

Public Records of
St. Johns County, FL
Clerk# 04-034654
O.R. 2195 PG 419
12:32PM 05/10/2004
REC \$373.00 SUR \$47.00

2004

DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

ST. JOHNS FOREST

Prepared by and return to:
Marc I. Spencer, Esquire
Taylor Woodrow Communities at St. Johns Forest, LLC
8430 Enterprise Circle, Suite 100
Bradenton, FL 34202

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
ST. JOHNS FOREST**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made this ____ day of _____, 2004, by **TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C.**, a Florida limited liability company (hereinafter referred to as "**Declarant**"), and is joined in by **ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the "**Association**") and **ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Florida Statutes (hereinafter referred to as the "**CDD**").

STATEMENT OF BACKGROUND INFORMATION

- A. Terms capitalized in this Declaration are defined in ARTICLE 3 hereof.
- B. Declarant is the master developer of the Property.
- C. The Property and the adjacent Commercial Parcel will be developed as a master planned community to be known as "**St. Johns Forest.**"
- D. Declarant has formed the Association to fulfill the Association's obligations as set forth in this Declaration.
- E. This Declaration and the Association will govern the Property.

STATEMENT OF DECLARATION

Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions.

ARTICLE 1. GENERAL PLAN OF DEVELOPMENT

The Property, including, without limitation, development tracts, recreation tracts, open space and other tracts, shall be developed subject to all applicable governmental approvals, including, but not limited to, those of St. Johns County, Florida, the St. Johns River Water Management District and the U.S. Army Corps of Engineers, and all applicable codes, permits, approvals and the Conditions. The Property will be developed as a project consisting of single-family residences and associated amenities. The Property, together with the adjacent Commercial Parcel, has been designated the St. Johns Forest Planned Unit Development, however, the Commercial Parcel is not subject to this Declaration. The Property will be developed in phases.

It is the intention that the Property will be subject to this Declaration. Portions of the Property also may (but are not required to) be subject to Neighborhood Supplements or

Neighborhood Documents as well as this Declaration. The Association is responsible for the administration of this Declaration.

ARTICLE 2. INTENT OF DECLARATION

Declarant desires to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property and, therefore, Declarant intends, by this Declaration, to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement for the benefit of all Owners within the Property. Declarant desires to provide flexible and reasonable procedures for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property, and maintenance of property dedicated to, owned by, or which is the maintenance responsibility of, the Association.

ARTICLE 3. DEFINITIONS

Section 3.1. **Areas of Common Responsibility.** "Area of Common Responsibility" or "Areas of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which, by the terms of this Declaration, Neighborhood Supplement or by contract or agreement with any Neighborhood Association, the CDD, the owners or tenants of the Commercial Parcel, or a governmental agency, become the responsibility of the Association.

Section 3.2. **Articles of Incorporation.** "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of St. Johns Forest Master Property Owners Association, Inc., as filed with the Secretary of State for the State of Florida, as may be amended from time to time. The Articles of Incorporation are attached to this Declaration as **Exhibit "B."** Amendments to the Articles of Incorporation shall be recorded in the Public Records.

Section 3.3. **Assessments.** "Assessment" or "Assessments" shall mean and refer to those charges, fees and/or obligations set forth in ARTICLE 13 hereof, including, without limitation, Common Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments.

Section 3.4. **Association.** "Association" shall mean and refer to St. Johns Forest Master Property Owners Association, Inc., a Florida not-for-profit corporation, its successors or assigns, whose purpose is to administer the Properties in accordance with the provisions of this Declaration.

Section 3.5. **Benefit Assessment.** "Benefit Assessment" shall mean and refer to Assessments levied against Owners and their Lots benefiting from a special service or amenity for the cost incurred for providing such service or amenity (or for sanctions levied in accordance with this Declaration) which may include, without limitation, remedial maintenance, repair or replacement and insurance.

Section 3.6. **Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the elected or appointed body of the Association having its normal meaning under Florida corporate law.

Section 3.7. **Bylaws.** "Bylaws" shall mean and refer to the Bylaws of St. Johns Forest Master Property Owners Association, Inc. as may be amended from time to time. The Bylaws are attached to this Declaration as **Exhibit "C."** Amendments to the Bylaws shall be recorded in the Public Records.

Section 3.8. **Commercial Parcel.** "Commercial Parcel" shall mean that certain adjacent parcel of land, consisting of approximately eight (8) acres, located to the North of County Road 210 and East of St. Johns Forest Boulevard, which, together with the Property, comprise the PUD.

Section 3.9. **Common Area or Areas/Common Property or Properties.** "Common Area" or "Common Areas" or "Common Property" or "Common Properties" shall be an inclusive term referring to all real property dedicated to, owned by, or held by the Association, or intended by Declarant to be devoted to the common use or enjoyment of the Members, or for preservation within the Properties, in accordance with this Declaration. The terms "Common Property" or "Common Properties" may include personal property acquired by the Association if reasonable under the circumstances. Any land or personal property leased to the Association shall lose its character as Common Property upon the expiration of such lease. The Common Property may include, without limitation, streets, entry features, guardhouse(s), landscaping, perimeter fencing, signage, buffer areas, conservation areas, and recreational facilities such as tennis, swim and social facilities, and the Clubhouse (hereinafter defined) constructed or to be constructed by Declarant. Notwithstanding anything in this Section 3.9 appearing to the contrary, property dedicated or conveyed to the CDD or any other governmental body or agency shall not be included in or deemed to be Common Area.

Section 3.10. **Common Assessment.** "Common Assessment" shall mean and refer to Assessments levied against all Members to fund Common Expenses.

Section 3.11. **Common Expenses.** "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association which are attributable to the Area of Common Responsibility, including any reasonable reserves if a reserve account is established, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, unless the same is the responsibility of the CDD. Expenses incurred for the maintenance, operation, repair or replacement of Exclusive Common Area shall not be deemed a Common Expense.

Section 3.12. **CDD.** "CDD" shall mean and refer to the St. Johns Forest Community Development District, which is a special purpose unit of local government created under Chapter 190, Florida Statutes, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or outside the Properties.

Section 3.13. **Community-Wide Standards.** "Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties, as the same may exist from time to time. Such standards may be more specifically determined by the Board of Directors and by Declarant so long as Declarant owns one (1) or more Lots within the Properties. Community-Wide Standards shall be part of the Rules and Regulations.

Section 3.14. **Conditions.** The "Conditions" shall mean and refer to the Ordinance issued by St. Johns County, Florida on August 17, 2001, PUD-2001-06, as the same may have

been or may be amended from time to time, together with all government permits and approvals issued for the development and subdivision of the Property, as the same may be amended from time to time.

Section 3.15. **Declarant**. "**Declarant**" shall mean and refer to Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, or its successors; or a successor-in-title to any portion of the Property hereof pursuant to an instrument which is duly recorded in the Public Records and which conveys and assigns to the grantee thereof all or any portion of the rights of Declarant hereunder. Such conveyance and assignment may be partial, in which event Declarant's rights so conveyed shall be limited as provided in the instrument, or the same may be a complete conveyance and assignment, in which latter event shall vest such successor with all of the rights of Declarant hereunder, at which time Taylor Woodrow Communities at St. Johns Forest, L.L.C. will be released of all liability hereunder.

Section 3.16. **Declaration**. "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for St. Johns Forest as the same may be amended or supplemented from time to time.

Section 3.17. **Design Review Committee**. "**Design Review Committee**" or "**DRC**" shall mean and refer to the committee established in ARTICLE 14 hereof.

Section 3.18. **Exclusive Common Area**. "**Exclusive Common Area**" shall mean a portion of the Common Property which is designated by Plat, Neighborhood Supplement or instrument of conveyance as Exclusive Common Area for the primary or sole benefit of Owners within a particular Neighborhood(s).

Section 3.19. **First Mortgagee**. "**First Mortgagee**" shall mean and refer to any Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings.

Section 3.20. **Institutional Lender**. "**Institutional Lender**" shall mean and refer to Declarant, a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

Section 3.21. **Lot**. "**Lot**" shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single-family lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided. The term "**Lot**" shall include all portions of the lot owned, as well as any structure or other improvements thereon. Any two (2) or more Lots which are under common ownership and on which a single residence has been constructed shall nevertheless be considered to be two (2) or more separate Lots for purposes of voting, assessment and all other matters hereunder. The term "**unimproved Lot**" shall mean a Lot upon which a foundation slab has not been poured.

In the case of a parcel of vacant land or land upon which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Plat, or if no Plat has been filed, the current Site Plan approved by Declarant, until such time as a Plat is recorded in the Public Records.

Section 3.22. **Member.** "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein and in the Bylaws.

Section 3.23. **Merchant Builder.** "Merchant Builder" shall mean and refer to all builders who purchase Lots or parcels of vacant land to construct buildings and who are participants in any organized builder program that may be implemented by Declarant.

Section 3.24. **Neighborhood.** "Neighborhood" shall mean and refer to each portion of the Property, in which Owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. Where the context permits or requires, the term "Neighborhood" shall also refer to any Neighborhood Association having jurisdiction over the property within the Neighborhood. Neighborhoods may be designated by Plat, Neighborhood Supplement or Neighborhood Documents. It shall not be necessary for any portion of the Properties to be designated as a Neighborhood or governed by a Neighborhood Association, except as required by law.

Section 3.25. **Neighborhood Assessment.** "Neighborhood Assessment" shall mean and refer to Assessments levied against Lots in a particular Neighborhood benefiting from a service, amenity or improvement provided by the Association, the purpose of which is to fund all costs incurred by the Association in connection with the operation, maintenance and replacement therefor.

Section 3.26. **Neighborhood Association** "Neighborhood Association" shall mean or refer to any homeowners association that may be formed within a particular Neighborhood to govern the business affairs and any property within that Neighborhood.

Section 3.27. **Neighborhood Committee.** "Neighborhood Committee" shall mean and refer to a committee of three (3) individuals who are owners of a Lot within a Neighborhood who shall advise the Board of Directors on matters concerning Neighborhood Assessments. Neighborhood Committees are required to be formed only if Neighborhood Assessments are imposed by the Association, and in such event, shall be established as provided in the bylaws for said Neighborhood Association.

Section 3.28. **Neighborhood Documents.** "Neighborhood Documents" shall mean the declaration of covenants, conditions and restrictions and the articles of incorporation and bylaws of a Neighborhood Association and any other documents governing a Neighborhood, all changes to such documents or agreements, and any and all budgets of such Neighborhood Association as adopted from time to time.

Section 3.29. **Neighborhood Supplement.** "Neighborhood Supplement" shall mean and refer to a Supplement to this Declaration designating a Neighborhood, establishing Neighborhood Assessments and adding or deleting covenants, conditions, restrictions and easements for a Neighborhood.

Section 3.30. **Owner.** "Owner" shall mean and refer to the record titleholder, whether one (1) or more persons or entities, of the fee simple title to any Lot situated within or upon the Properties. Owners shall not include any mortgagee, unless and until such mortgagee has acquired title to a Lot pursuant to an action for foreclosure or any proceeding in lieu of foreclosure. If a Lot is sold under a recorded contract for deed and the contract specifically so provides, then, for as long as such contract remains in effect, the purchaser (rather than the fee

owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association and will be considered the Owner responsible for all obligations relative to such Lot, provided, if such contract terminates, the fee owner shall be liable for all accrued and future obligations relating to such Lot. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association, but the fee owner shall jointly and severally remain responsible for all obligations relative to such Lot.

Section 3.31. **Person**. "Person" means a natural person, a corporation, a partnership, a trustee or any other legal entity.

Section 3.32. **Plat**. "Plat" or "Plats" shall mean any plat or plats recorded in the Public Records affecting any or all of the Property.

Section 3.33. **Property**. "Property" or "Properties" shall mean the real property legally described in **Exhibit "A"** attached hereto and incorporated herein, together with any additional properties hereinafter subjected to the Declaration from time to time, as the same may be amended or supplemented from time to time.

Section 3.34. **Public Records**. "Public Records" shall mean and refer to the Public Records of St. Johns County, Florida.

Section 3.35. **PUD**. "PUD" shall mean and refer to the Property, together with the Commercial Parcel.

Section 3.36. **Rules and Regulations**. "Rules and Regulations" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.

Section 3.37. **Site Plan**. "Site Plan" shall mean and refer to the graphic plans developed by Declarant from time to time for development of the properties subject to this Declaration, or anticipated by Declarant to be subject to this Declaration in the future, including subdivision into lots and the number thereof. Information contained on a Site Plan shall not bind Declarant to develop any portion of the Properties in any particular manner, fashion, with any particular number of Lots, or dedicate or convey any portion of the Property to the Association or other persons. Declarant may, in its sole discretion, from time to time amend the Site Plan. Any such amendment may increase or reduce the number of Lots, modify the configuration of the Property, alter density of the Property, or change Common Areas anticipated to be developed within the Property. The Site Plan shall not conflict with recorded Plats of the Property, and in the event of a conflict, the Plat shall control the Site Plan.

Section 3.38. **Special Assessment**. "Special Assessment" shall mean and refer to Assessments levied in accordance with Section 13.5 of this Declaration.

Section 3.39. **St. Johns Forest**. "St. Johns Forest" shall mean the Property, together with the Commercial Property.

Section 3.40. **Supplemental Declaration / Supplement**. "Supplemental Declaration" or "Supplement" shall mean an amendment or supplement to this Declaration executed by, or consented to by, Declarant or its successors-in-interest which subjects additional property to

this Declaration and/or imposes additional restrictions and obligations, or removes restrictions and obligations on all or a part of the land described therein or herein.

Section 3.41. **Surface Water Management System.** "Surface Water Management System" shall mean the portion of the Properties, including improvements thereon, which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from such system as permitted pursuant to applicable law, including, but not limited to, all lakes, retention areas, culverts and related appurtenances and facilities.

Section 3.42. **Turnover.** "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which Declarant transfers majority control of the Board as provided in the Bylaws.

ARTICLE 4. PROPERTY RIGHTS AND PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 4.1. **Initial Property.** The real property that shall initially be held, transferred, sold, conveyed and occupied subject to this Declaration is the real property described on **Exhibit "A"** attached hereto. It is currently anticipated that additional real property subject to the Conditions will be subjected to this Declaration in the future by Supplement. Declarant reserves the unilateral right to expand the real property subject to this Declaration and to remove real property from the Declaration pursuant to the provisions of ARTICLE 11 of this Declaration.

Section 4.2. **Enjoyment of Common Areas.** Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, subject to this Declaration as it may be amended from time to time, the Rules and Regulations, fees and charges imposed for use of recreational facilities, if any, which comprise part of the Common Area, and further subject to any restrictions or limitations imposed by law or in a recorded instrument or affecting any deed conveying such property to the Association. Certain portions of the Common Areas may be subject to recorded conservation easements, other easements or use restrictions. Any Owner of a Lot shall be deemed to permit his or her right of enjoyment to be used by members of his or her family, guests, lessees and social invitees, as applicable, subject to this Declaration and reasonable regulation by the Board and in accordance with Rules and Regulations adopted from time to time. An Owner who leases his or her Lot shall, during the term of the lease, be deemed to have assigned all such use rights to the lessee of the Lot, provided Owner retains the right for ingress and egress to his or her Lot.

Section 4.3 **Assumption of Risk and Indemnification.** Each Owner hereby expressly assumes all risk and responsibility for noise, personal injury or property damage caused by maintenance, operation or use of Areas of Common Responsibility, including, without limitation: (a) noise from maintenance equipment, it being specifically understood that such maintenance may take place around sunrise or sunset, (b) noise or injury caused by use of the Common Property or Areas of Common Responsibility, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by planting and maturation of trees, shrubbery and berms (whether planted or installed prior to the Owner's occupancy of a Lot or subsequently planted or installed), (e) reduction in privacy caused by constant traffic on roadways within or adjacent to the Property or the removal or pruning of shrubbery or trees on the Areas of Common

Responsibility, (f) power lines and other utilities running through or adjacent to the Property and (g) design or modification of the Common Property, and agrees that neither Declarant, the Association nor any of Declarant's affiliates or agents nor any other entity owning or managing the Common Property shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the Common Property, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Association or any other entity owning or managing the Common Property. Each Owner, by accepting title to a Lot, hereby agrees to the maximum extent permitted by law, to indemnify and hold harmless Declarant, Association and any other entity owning or managing the Common Property against any and all claims by such Owner's family, visitors, tenants and other invitees upon such Owner's Lot. Without limiting the foregoing, all Persons using the Common Areas, including, without limitation, any social and recreational facilities, do so at their own risk.

BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, ALLIGATORS, DEER AND SNAKES. DECLARANT, ASSOCIATION, MERCHANT BUILDERS AND NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE.

The Association agrees to indemnify and hold harmless Declarant, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or in any way related to use of the Common Areas, by Owners and their guests, family members, invitees or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant or of any of the Indemnified Parties. The Association's indemnification obligations shall expressly include all costs fees, and expenses incurred by the Indemnified Parties in the defense of such suit, including legal fees incident to appeal.

ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS

Section 5.1. **Membership.** Every Owner of a Lot shall be deemed to have either a Class "A" or Class "B" membership in the Association, as provided in Section 5.2 below, and shall have such rights and/or obligations relative to the Association as are specifically set forth herein.

No Owner of a Lot, whether one (1) or more Persons, shall have more than one (1) membership per Lot. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. In the event a Member is a corporation, partnership, trust or other entity or joint form of ownership, voting rights may be exercised by the individuals listed on a certificate filed with the Secretary of the Association or other evidence of authority acceptable to the Association, and rights to use the Common Areas shall be by the occupant of the Lot; a transfer may be subject to notification and compliance with all applicable Rules and Regulations which may include a transfer fee charged by the Association for use of the recreational facilities.

Membership shall be appurtenant to, and may not be separated from, ownership of Lots, except as otherwise provided herein. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument conveying record fee title to the Lot. The Owner designated by such instrument shall, by said Owner's acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated.

Section 5.2. **Voting.** The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

Section 5.2.1. **Class "A."** Class "A" Members shall be all Owners of Lots with the exception of the Class "B" Member. Merchant Builders shall be Class "A" Members for each Lot owned by the Merchant Builder, provided the Merchant Builder shall have no right to vote on Association matters, such voting rights being retained by Declarant as described in Section 5.2.2 below until the conveyance of the Lot by a Merchant Builder to a retail purchaser of the Lot. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership.

Section 5.2.2. **Class "B."** The Class "B" Member shall be Declarant or its assigns or successors-in-interest. The Class "B" Member shall have five (5) votes for each Lot owned by Declarant or a Merchant Builder. The Class "B" Member shall be entitled to appoint or elect all of the members of the Board of Directors until Turnover, as specified in the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the Turnover.

Upon and after the Turnover, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot in which the interest required for membership under Section 5.1 hereof is held. At such time, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the membership of the termination of Class "B" status (hereafter called "**Turnover Meeting**").

Section 5.3. **Members.** Voting on Association matters requiring a vote of the Members will be cast by the Members in accordance with this Declaration and the Bylaws.

Section 5.4. **Administration of the Association.** The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the Bylaws. The Board of Directors shall not be required to obtain a vote of the membership on any matter, except as required by this Declaration, the Articles of Incorporation, Bylaws or applicable law. The Articles of Incorporation and the Bylaws may be amended in the manner set forth herein, so long as such amendment shall not conflict with the terms of this Declaration, and such amendments shall not adversely affect the rights of Declarant or a Merchant Builder, without the prior written approval of Declarant. Any attempt to amend this provision or any provision to the contrary shall be of no force or effect.

Section 5.5. **Control by Declarant.** As provided in the Articles of Incorporation and the Bylaws, the Board of Directors shall initially consist of the individuals named in the Articles of Incorporation, all appointed by Declarant. In accordance with the Bylaws and current Florida law applicable to homeowners associations, control of the Board of Directors shall be retained by Declarant until the conveyance of ninety percent (90%) of the Lots by Declarant to Owners other than Merchant Builders.

Section 5.6. **Interpretation.** The provisions of this Declaration, as well as those of the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive, if the Board receives a written opinion of legal counsel to the Association or the counsel having drafted this Declaration or other applicable document that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed; provided, no such interpretation made by the Board after the Turnover Date shall adversely affect Declarant or a Merchant Builder or their ability to develop, improve and market their property in the same manner as their property was developed, improved and marketed prior to the Turnover Date.

Section 5.7. **Declarant's Rights in the Association.** Prior to and after the Turnover and until conveyance of the last Lot to be contained within the Property by Declarant and Merchant Builders to retail purchasers, whether Declarant exercises the right to appoint or elect any or all of the members of the Board or not, the Board shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

Section 5.7.1. prohibit, restrict or interfere with, in any manner the development, sales and marketing program of Declarant or any Merchant Builder or the leasing activities of Declarant or any Merchant Builder;

Section 5.7.2. decrease the level of maintenance services of the Association performed by the Board of Directors existing immediately prior to Turnover (or Declarant's earlier relinquishment of the right to appoint the Board of Directors);

Section 5.7.3. make any Special or Benefit Assessment against, or impose any fine upon, Declarant or any portions of the Property owned by Declarant;

Section 5.7.4. change the membership of the DRC or diminish its powers as stated herein;

Section 5.7.5. alter or amend the Declaration, the Articles of Incorporation or Bylaws of the Association;

Section 5.7.6. terminate or waive any rights of the Association under this Declaration;

Section 5.7.7. convey, lease, mortgage, alienate or pledge any easements or Common Area of the Association, except for sale of personal property such as furniture, fixtures and equipment or replacement of such items consumed or worn out;

Section 5.7.8. accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

Section 5.7.9. terminate or cancel any easements granted hereunder or by the Association;

Section 5.7.10. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

Section 5.7.11. restrict Declarant's rights to use, access and enjoy any of the Properties, or

Section 5.7.12. cause the Association to default on any of its obligations under any contract or this Declaration.

In any such matter, Declarant's consent shall be exercised by the person designated to so act by Declarant.

ARTICLE 6. MAINTENANCE

Section 6.1. **Preamble.** The responsibility for the maintenance of the Properties is divided among the Association, the Owners and the CDD. In the event that Declarant or its successor(s)-in-interest form one (1) or more Neighborhood Associations for the purposes described herein, some of the maintenance responsibilities of the Association or the Owners may become the obligation of one (1) or more of such Neighborhood Associations. Interior maintenance of an Owner's home is the responsibility of each Owner. Maintenance of all other portions of the Lots, unless otherwise provided in this Declaration, any Neighborhood Supplement, any Neighborhood Documents, or by Plat, is the responsibility of the Owner thereof. Unless otherwise provided in any Neighborhood Supplement, the maintenance of the Areas of Common Responsibility is the responsibility of the Association in the manner provided in this Declaration, Plats, agreements or contracts. The Board of Directors has the right to require the Owners or Neighborhood Association to maintain their property in accordance with the Community-Wide Standards; and it is the responsibility of the Owner and/or any Neighborhood Association, unless otherwise assumed by the Association in accordance with the terms of this Declaration, Neighborhood Supplements, Plats, agreements or contracts, to maintain landscaping in a neat and trimmed manner, and to keep the property (including improvements) in a neat and attractive condition (in the manner determined by the Board of Directors) and remove all objectionable debris or material (as determined by the Board of Directors) as may be located on their Lot or Common Area.

Section 6.2. **Maintenance by Association.** Commencing as of the date hereof, the Association shall operate, maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. Operation of the Common Property shall include, without limitation, all costs of operation, maintenance, utilities, taxes and assessments with respect to the Common Property, including the recreational facilities described in ARTICLE 20 hereof. The maintenance to be performed by the Association shall include, but need not be limited to, maintenance, repair and replacement (subject to any insurance then in effect) of all landscaping and other flora, structures, and improvements, including all private streets (except those portions thereof which are the responsibility of the Owner or any Neighborhood Association), sidewalks, buildings and other improvements owned by or dedicated to the Association, situated upon the Common Area, and such portions of any additional property included within the Areas of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement with the Association. Unless the same is the responsibility of the CDD, the Association shall maintain buffer fences and landscaping separating the Community from adjacent property owners, and such property owners shall have the right to enforce such obligation. The maintenance provided by the Association may also include dispensing maintenance chemicals to the extent necessary or desirable, in the judgment

of the Association. The Association reserves a perpetual right and easement on and over and under all Lots to dispense maintenance chemicals and to take other action which, in the opinion of the Association, is necessary to control insects, vermin, weeds and fungi on the Common Property, exclusive of the interior of Owner's homes constructed on Lots. The providing of maintenance chemicals as described above shall not be construed as an obligation on the part of the Association to provide such services. Notwithstanding anything appearing in this Section 6.2 to the contrary, the Association is not responsible for any maintenance for those portions of the Property which are specified hereinafter to be maintained by either the Owner, any Neighborhood Association which is subsequently formed, or the CDD.

Except as otherwise specifically provided herein or any Neighborhood Supplement, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots subject to Assessment as part of the Common Assessment.

All Lots on which no improvements have been constructed shall be mowed and groomed by the Owner on a periodic, mandatory basis, as determined by the Association.

Any walls, fences and landscaping surrounding portions of the Property may be maintained by the Association, if such property is within the Areas of Common Responsibility, or the CDD if it owns such walls, fences and landscaping. A perpetual easement of ingress and egress over the walls, fences, landscaping and Lots is hereby granted to the Association and the CDD, as applicable, for purposes of construction, maintenance, repair and replacement activities related to any such walls, fences and landscaping. The Association shall exercise its powers of ingress and egress in a manner which does not damage, disturb or unreasonably interfere with use of the Property over which ingress or egress is utilized.

The Association may contract with any Person for the management of all or part of the Property for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration.

Trees bordering the pavement edge of the roadways (street trees) as installed by Declarant or Merchant Builder throughout the Properties will be maintained by the Association, including trimming, fertilization and replacement, whether or not on Common Property, subject to any Builder Warranty applicable to such landscaping installed by a Builder. Each Owner shall be responsible for the proper irrigation of these trees. The cost of any maintenance, repair or replacement of such trees caused by the neglect of an Owner to maintain their irrigation system in a proper manner, or for damage to the trees resulting from any negligent or intentional act of the Owner, his family or invitees, will be levied as a Benefit Assessment against such Owner.

Unless the CDD owns and retains responsibility therefor, the Association shall have the obligation for maintenance and operation of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) may seek to specifically enforce the provisions of this Declaration, subject to the terms and provisions hereof.

Section 6.3. Owner's Responsibility. Each Owner shall maintain his or her Lot and all structures, parking areas, landscaping, and other improvements thereon, unless such

maintenance is the responsibility of the Association pursuant to this Declaration, a Supplement hereto, or Plat, or is the responsibility of a Neighborhood Association pursuant to a Neighborhood Supplement, Neighborhood Documents, or Plat. In the event a home constructed on a Lot is going to be unoccupied for a consecutive period of one (1) month or longer, the Association may require the Owner to designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Association, the name(s) and address of such firm or individual must be furnished to the Association. Owners of Lots fronting on any roadway within the Properties shall maintain driveways serving their respective Lot, the portion of the road right-of-way located at the front of his or her Lot, and shall maintain and irrigate landscaping between the Lot boundary and the edge of pavement of the road surface or curb. Owners of Lots fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain and irrigate, at such Owner's expense, all sod and landscaping between the Lot boundary and such water's edge. Maintenance shall include, but not be limited to, mowing, irrigation, fertilization, irrigation repair and other maintenance procedures to sustain landscaping in a neat, orderly and healthy condition. Irrigation shall be required ten (10) feet beyond the normal water control design elevation. The Owners performing maintenance of the foregoing areas abutting a Lot shall have no right to plant or remove trees, shrubs or similar vegetation from this area without prior approval pursuant to ARTICLE 14 hereof.

All maintenance required by this Section 6.3 shall be performed in a manner consistent with the Community-Wide Standards. After ten (10) days' notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the absolute right to contract for and to perform, maintenance as shall be prescribed by the Board of Directors. For this purpose, the Owner grants unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the property of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Association determines an emergency condition exists. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an administrative surcharge equal to 10% of such cost) shall be assessed against the Owner and his or her Lot as a Benefit Assessment.

Section 6.4. Neighborhood Association's Responsibility. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to Neighborhood Documents shall perform such maintenance responsibilities in a manner consistent with the Community-Wide Standards. In the event that a Neighborhood Association fails to adequately maintain property for which it is responsible, the Association shall have the right, but not the obligation, to maintain such property and to assess the costs against the Lots located within such portion of the property in a particular Neighborhood benefited by the maintenance performed by the Association. Each such Owner of a Lot shall pay its pro-rata share of such expenses incurred by the Association together with an administrative surcharge of ten percent (10%) of such amount. Such Assessments may be collected as Benefit Assessments hereunder and shall be subject to all lien rights provided herein.

Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the right-of-way between the property line and the nearest curb or edge of pavement of such roadway. Any

Neighborhood Association whose common property fronts the water's edge, or greenbelt buffer fronting the water's edge, of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between its property line and such water's edge. Irrigation shall be required ten feet (10') beyond the normal water control elevation. The Neighborhood Association performing the foregoing maintenance shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to ARTICLE 14 hereof.

Section 6.5. **CDD.** The CDD shall maintain all property owned by, dedicated to, or controlled by the CDD, which may include, without limitation, the Surface Water Management System, wetlands and conservation easements. Maintenance activities of the CDD shall be funded by taxes, assessments or fees and charges to be levied by the CDD. The CDD may contract for such maintenance, or allow the Association, as its agent, to perform such maintenance whether at the Association's or the CDD's expense.

Section 6.5.1. Surface Water Drainage and Management System.

Section 6.5.1.1 The Association, all Neighborhood Associations, and all Owners acknowledge that the Property is located within the boundaries of the St. Johns River Water Management District. Due to ground water elevations underneath the Property, priorities established by governmental authorities and natural or other causes outside of the reasonable control of Declarant, the Association, any Neighborhood Association and the CDD, lake water levels may fluctuate at certain times during the year and such fluctuations may be significant. Neither Declarant, the Association, any Neighborhood Association nor the CDD, nor any officer, director, employee or agent thereof shall have any liability for aesthetic conditions, damage to littoral plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

Section 6.5.1.2 The CDD shall be responsible for maintenance of the Surface Water Management System, in compliance with all approvals, codes and regulations of governmental authorities and the St. Johns River Water Management District. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, and littoral planting which, pursuant to the terms of this Declaration or Plat, are not the responsibility of others, as well as water quality and wetland monitoring or testing. The CDD shall have the right, but not the obligation, to maintain and improve lake maintenance easements and lake maintenance access easements on property not owned by the CDD. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved, by the St. Johns River Water Management District.

Section 6.5.1.3 Neither the Association, any Neighborhood Association, nor any Owner within the Property shall take any action which modifies the Surface Water Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities and the CDD.

Section 6.5.1.4 The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Management System.

Section 6.5.1.5 The Association, any Neighborhood Association and each Owner of a Lot shall have a right and easement to use the Surface Water Management System for its intended purpose, subject to this Declaration, as it may be amended from time to time, and subject to all governmental permits and approvals and all restrictions or limitations imposed by law or in a recorded instrument or any deed conveying such property and any requirements imposed by the CDD.

Section 6.5.1.6 Declarant, the CDD, St. Johns County, Florida and the St. Johns River Water Management District shall have a non-exclusive easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Management System and any improvement constructed or to be constructed thereon, provided such easement rights shall be exercised in a manner which does not unreasonably disturb the use or condition of the Properties.

Section 6.5.1.7 Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the CDD, or its agents, to maintain, or cause to be maintained, the Surface Water Management System must be approved by the CDD and St. Johns River Water Management District for a determination of whether the amendment necessitates a modification of the surface water management permit. The amendment may not be finalized until any necessary permit modification is approved.

Section 6.5.1.8 The St. Johns River Water Management District, the Association, the CDD, all Neighborhood Associations (if any), Declarant and each Owner 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, monitoring, repair and replacement of the Surface Water Management System. Notwithstanding the foregoing, the St. Johns River Water Management District has the right to take enforcement action, including a civil action for injunction and penalties, against the CDD to compel it to correct any outstanding problems with the Surface Water Management System facilities or the mitigation or conservation areas under the responsibility or control of the CDD.

Section 6.5.2. **"Conservation Tracts" and "Conservation Easements."** Conservation tracts and/or conservation easements will be established within St. Johns Forest in accordance with the requirements of St. Johns County, St. Johns River Water Management District and the U.S. Army Corps of Engineers. All such conservation tracts and/or conservation easements will be dedicated on the subdivision Plats for the Property and/or by separate easement. Upon dedication or conveyance to the CDD, the CDD or its agents shall be responsible for maintenance and monitoring of tracts platted as conservation, preserve or mitigation parcels or tracts. Such maintenance may include, without limitation, maintenance and replanting of native vegetation. The CDD, or its agents, shall have an access and maintenance easement over the Properties for purposes of fulfilling these maintenance and monitoring responsibilities, provided such easement shall be exercised in a manner which does not materially interfere with use of a Lot or a Common Area. Activities and construction within the conservation tracts and conservation easements shall be limited by applicable easements, restrictions and laws.

The terms of the conservation easements shall provide that the real property subject to such easements shall be maintained and managed by the CDD, its successors and assigns, and the CDD shall enforce the terms and conditions of the conservation easements in accordance with all original permit conditions. Each Owner acknowledges that such areas are

natural areas and maintenance and use of said areas wherever located is restricted to and limited by governmental requirements and recorded easements and restrictions. Owners acknowledge that portions of certain Lots are encumbered by conservation easements, and use of those portions of Lots shall be restricted by the conservation easements.

In accordance with the terms of the conservation easements, the CDD shall be responsible for the installation and perpetual maintenance of permanent physical signs/markers designating the conservation area, as may be required by applicable law or permit conditions.

Section 6.6. **Bald Eagle Nesting Sites.** There may be American bald eagles (*Haliaeetus leucocephalus*) present within the Property. Bald eagles are currently listed as an endangered species by the U. S. Fish and Wildlife Service (USFWS). Bald eagle nesting sites are protected areas, particularly during the nesting season, defined as October 1 to May 15. Activities near nesting sites may be prohibited or limited. The use of chemicals toxic to wildlife, shining of search spotlights and making loud noises in proximity to nesting trees are prohibited. No person shall take, pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb any bald eagle, alive or dead, or any part, nest or egg thereof as required by Chapter 68A-27, Florida Administrative Code.

ARTICLE 7. INSURANCE AND CASUALTY LOSSES

Section 7.1. **Insurance.** The Association's Board of Directors, or its duly authorized agent, shall have the authority to, and shall, if available at reasonable costs as determined by the Board of Directors, obtain blanket all-risk coverage insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage, then, if available at reasonable costs as determined by the Board of Directors, at a minimum, an insurance policy covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. The Board of Directors may obtain insurance on Areas of Common Responsibility which are not Common Areas. To the extent available at a reasonable cost, this insurance shall be in an amount sufficient to cover the replacement cost (less a reasonable deductible) of any repair or reconstruction in the event of damage or destruction from such hazard.

The Association shall not have any insurance responsibility for any Lot or common area of a Neighborhood Association other than the Common Area located within those properties, if any.

Insurance obtained on the properties within any Neighborhood obtained by a Neighborhood Association shall, at minimum, comply with the applicable provisions of this Section 7.1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area, except liability limits may be reduced pursuant to a Supplement affecting the Neighborhood. All such insurance shall be for the full replacement cost (less a reasonable deductible). All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents and, if available at a reasonable cost, directors' and officers' liability insurance. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) per person limit with respect to bodily injury and property damage, a One

Million Dollar (\$1,000,000.00) limit per occurrence, and the property damage limit shall be not less than One Hundred Thousand Dollars (\$100,000.00).

Premiums for all insurance on the Common Area or Association shall be Common Expenses of the Association and shall be included in the Common Assessment. The policy(s) may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.

Prior to Turnover, insurance may be an allocation of policies of Declarant covering the Association, in which event a share of the cost of such policies shall be allocated to the Association.

Section 7.1.1. All policies shall be written with company(s) authorized to do business in Florida having a Best's rating of B or better.

Section 7.1.2. All policies on the Common Area shall be for the benefit of the Association and the Owners.

Section 7.1.3. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors. No First Mortgagee or other lienholder shall have any right of participation with respect to losses pertaining to the Common Area.

Section 7.1.4. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Neighborhood Associations, individual Owners, occupants, or their First Mortgagees, and the insurance carried by the Association shall be primary.

Section 7.1.5. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available.

Section 7.1.6. The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

Section 7.1.6.1 a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests.

Section 7.1.6.2 a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

Section 7.1.6.3 a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one (1) or more individual Owners;

Section 7.1.6.4 a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of the conduct of any director, officer or

employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or First Mortgagee;

Section 7.1.6.5 that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

Section 7.1.6.6 that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense: workers' compensation insurance, if and to the extent required by law; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if available at reasonable cost; flood insurance on Common Areas, if required; and any other insurance deemed necessary or desirable by the Board of Directors. Fidelity bonds, if acquired, shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Section 7.2. **Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry homeowners and windstorm insurance on the Lot(s) and structures constructed thereon insuring, at a minimum, against windstorm, fire damage and vandalism. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures upon his or her Lot, the Owner shall remove all debris within thirty (30) days after the damage or destruction and complete repair or reconstruction of the damaged structure within twelve (12) months thereafter, subject to force majeure (but excluding delay for settlement of insurance claims), in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with ARTICLE 14 of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that a home is damaged to the extent it must be razed to be reconstructed, the Owner of the Lot may decide not to rebuild or not to reconstruct, in which case the Owner, subject to force majeure, shall clear the Lot of all debris within thirty (30) days after the damage or destruction, return the Lot to substantially the natural state in which it existed prior to the beginning of construction, fully sod and provide an underground irrigation system for the Lot and thereafter the Lot shall be considered an unimproved Lot, which shall be maintained in a neat and attractive condition consistent with the Community-Wide Standards until such time as construction is begun on such Lot. In the event a structure is totally destroyed and an Owner determines to rebuild or reconstruct, all debris shall be removed within thirty (30) days after the damage or destruction and reconstruction shall be completed within twelve (12) months thereafter, subject to force majeure. Each Owner agrees to provide the Association with proof of insurance as outlined in this Section if requested by the Association.

All policies of insurance required by the terms of this Section may, at the Association's option, name the Association as an additional insured and shall require that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal. Owners shall furnish proof of insurance upon request by the Association. In the event an Owner fails to maintain insurance required by this Section 7.2, the

Association may, but is not obligated to, obtain insurance on behalf of the Owner and assess the Owner and his Lot the cost thereof as a Benefit Assessment.

Section 7.3. Damage and Destruction to Areas of Common Responsibility.

Section 7.3.1. Immediately after damage or destruction by fire or other casualty to all or any part of Areas of Common Responsibility covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. **"Repair or reconstruction,"** as used in this paragraph, means repairing or restoring the affected portion of the improvements to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, other governmental requirements, or otherwise determined to be appropriate by the Board of Directors.

Section 7.3.2. Any damage or destruction to the Common Area or the Exclusive Common Area shall be repaired or reconstructed, unless: (a) if Common Area, the Members representing at least seventy-five percent (75%) of the votes attributable to Lots, or (b) if Exclusive Common Area, the Members representing at least seventy-five percent (75%) of the total votes of Lots within the Neighborhood who use or benefit from the Exclusive Common Area and are assessed for expenses therefor, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days, unless extenuating circumstances necessitate an additional delay. No holder of any lien relative to the Properties or any Lot therein shall have the right to participate in the determination of whether the damage or destruction to Common Area or Exclusive Common Area shall be repaired or constructed.

Section 7.3.3. In the event that it should be determined in the manner described above that the Common Area or Exclusive Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained undeveloped by the Association in a neat and attractive condition consistent with the Community-Wide Standards.

Section 7.4. Disbursement of Proceeds.

Section 7.4.1. Proceeds of insurance policies shall be disbursed as follows: If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or in the event no repair or reconstruction is made (after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee[s], as their interest may appear, if any Lot is involved), shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any First Mortgagee of a Lot and may be enforced by such First Mortgagee.

Section 7.4.2. If it is determined, as provided in Section 7.3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds described above.

Section 7.5. **Repair and Reconstruction.** If the damage or destruction to the Common Area or Exclusive Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against (a) all Owners, if Common Area, on the same basis as provided for Common Assessments. or (b) Owners within the Neighborhoods benefited by the Exclusive Common Area, if Exclusive Common Area, on the same basis as Neighborhood Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 8. EASEMENTS

Section 8.1. **Owners' Easements.** Each Owner of the Association and each tenant, agent and invitee of such Owner shall have a permanent and perpetual non-exclusive easement for ingress and egress for pedestrian and vehicular traffic over and across the common roadways and walkways from time to time laid out on the Common Areas, for use in common with all such Owners, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for common roadways and walkways shall be for the common use and enjoyment for its intended purpose of the Owners, and each Owner shall have a non-exclusive easement for use of such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

Section 8.1.1. The right of the Association to grant such additional utility, maintenance and other easements, or relocate any existing easements, for the operation and maintenance of the Properties, subject, however, to the prior written consent thereto by Declarant, so long as Declarant has any ownership interest in the Property.

Section 8.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Areas of Common Responsibility and facilities in compliance with the provisions of this Declaration and with all restrictions on the various plats of the Properties and any other instruments recorded from time to time in the Public Records.

Section 8.1.3. The right of the Association or the Neighborhood Association (if any), upon fourteen (14) days' prior written notice, to suspend use of automatic or electronic gate openers, voting rights and right to use the Common Areas and facilities by an Owner or his family for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of Rules and Regulations.

Section 8.1.4. The right of the Association, or the Neighborhood Association (if any) to (i) adopt and enforce Rules and Regulations governing the use of the Common Areas and all facilities at any time situated thereon and (ii) conduct such activities as may be required or reasonable by the Association or the Neighborhood Association.

Section 8.1.5. The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with

him or her, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 8.2. **Easements Appurtenant.** The easements provided in Section 8.1 shall be appurtenant to and shall pass with the title to each Lot.

Section 8.3. **Easements for Construction and Sales Activities.** In addition to the rights reserved elsewhere herein, Declarant reserves a perpetual easement for itself and its successors and assigns for ingress and egress and an easement for Declarant and Merchant Builders over, upon, across and under the Properties as may be required in connection with the development of the Properties and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of homes and Lots, any portion of the Properties and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right, for itself and all Merchant Builders, to use all paved roads and rights-of-way within the Properties for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association or applicable Neighborhood Association, as appropriate. Without limiting the foregoing, at no time shall Declarant or any Merchant Builder be obligated to pay any amount to the Association or a Neighborhood Association on account of Declarant's or Merchant Builder's use of the Common Areas for construction purposes. Declarant intends to use the Common Areas for sale of homes and Lots. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of homes and Lots. The easements created by this Section 8.3 and the rights reserved herein in favor of Declarant shall be construed as broadly as possible and supplement the rights of Declarant set forth in this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Declarant may non-exclusively assign its rights under this Declaration to each Merchant Builder.

Section 8.4. **Utility Easements.** Public utilities serving the Property will be installed underground (excepting sewer lift stations, control junctions and panels which shall be above-ground) in the Common Areas or other portions of the Property when reasonable for the service of the Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration. There is hereby reserved unto Declarant, so long as Declarant owns any portion of the Property, the Association, any Neighborhood Association, the CDD and the designees of each (which may include, without limitation, St. Johns County, Florida and any utility company), easements upon, over, across, and under all of the Properties for ingress and egress; dispensing maintenance chemicals; installation, replacing, repairing, relocating and maintaining restricted access and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephones, gas and electricity, as reasonable or necessary to provide maintenance and services to the Lots, the Common Areas or other portions of the Property and adjacent properties, provided, the exercise of these easement rights shall not interfere with structures on Lots or otherwise unreasonably interfere with the

Owner's use of a Lot, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water, electric, gas, CATV and telecommunications supplier easements across all Lots for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes; however suppliers shall not make any cuts or excavate roadways or driveways for installation. Utility Easements dedicated or granted by Plat or separate instrument shall be for the installation, maintenance and replacement of utility distribution or collection lines, lift stations, junction and control boxes and other equipment utilized in connection with the distribution and collection of utilities; however, suppliers shall not make cuts or excavate roadways or driveways for installation, repair or replacement except when access or installation by other means is not available. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant. Except to the extent authorized by the Association, the suppliers shall not utilize the easements granted hereunder for ingress and egress to market new or additional services offered by such suppliers, such as, by way of example, a cable television service by the telecommunications supplier.

Should any entity furnishing a service covered by the general easement herein provided or granted request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Declarant hereby reserves the right and the power, during a period of thirty (30) years from the date of the recordation of this Declaration to declare, grant and record additional easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other service facilities as Declarant may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Lot and along, through, in, over and under Common Areas, Exclusive Common Areas and the common areas or elements of any Neighborhood Association. Provided, however, said easements and the rights granted shall not be inconsistent with the setbacks for construction of improvements up to the limits of applicable setbacks and then existing improvements on the applicable portions of the Lots, Common Areas, Exclusive Common Areas and the common areas or elements of any Neighborhood Association. Each Lot is subject to a permanent easement in favor of adjoining or adjacent Lots for lateral and subjacent support. Each Owner and Neighborhood Association shall execute any and all documents deemed necessary by Declarant to accomplish the foregoing.

Section 8.5. Public Easements. Fire, police, health, mail, sanitation and other public service personnel (including CDD personnel) and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 8.6. Landscaping of Easements.

Section 8.6.1 In addition to the easements reserved herein, easements for drainage, landscape and hardscape, and for maintenance access are shown on the recorded plats of the Properties. Within such easements (whether or not located on Lots), no structure,

planting or other material may be placed or permitted to remain that will unreasonably interfere with access to and use of such easements for their intended purpose, including, without limitation, maintenance thereof. These easements shall be deemed to include the right of the parties holding such easements to require the cutting, trimming, removal or relocation of vegetation, including trees and hedges, walls, fencing, and any other improvement determined by such party to be a hindrance to access or use of an easement for its intended purpose, in which event an Owner shall have the obligation to remove such items without cost to the easement holder.

Section 8.6.2 Placement of any structure, planting or other material within any lake maintenance easement, may be restricted by the Declaration and/or the Design Review Manual.

Section 8.7. **Maintenance Easements.** Every Lot is burdened with an easement permitting the Association, a Neighborhood Association, as applicable, and the CDD to utilize portions of Lots abutting the areas owned or to be maintained by such an entity to maintain portions of the Common Areas, Neighborhood Association, Common Property or CDD owned property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot for its primary purpose and that such use by the Association, Neighborhood Association, as applicable, and the CDD will, to the extent commercially practical, minimize damage to the landscaping and other improvements on the Lot.

ARTICLE 9. NO PARTITION

Except as is permitted in this Declaration or amendments or Supplements hereto, there shall be no judicial partition of the Common Area, or any part thereof, nor shall any Person acquiring any interest in the Properties, or any part thereof, seek any judicial partition, unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE 10. CONDEMNATION

Whenever all or any part of the Common Area shall be taken by (or conveyed in lieu of, and under threat of, condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent [67%] of the total votes attributable to Lots, and the approval of Declarant, as long as Declarant owns any portion of the Property) any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any portion of the Property, and Members representing at least sixty-seven percent (67%) of the total votes within the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions regarding the disbursement of funds in respect to casualty, damage or destruction which are to be repaired shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Association and used for capital improvements as the Board of Directors of the Association shall determine, in its sole discretion.

ARTICLE 11. ANNEXATION AND REMOVAL

Section 11.1. Annexation Without Approval of Membership. Until Turnover, Declarant shall have the right, privilege, and option to annex, from time to time, real property to the provisions of this Declaration and the jurisdiction of the Association. Such right of Declarant shall be unilateral and subject solely to the consent of the Owner of the real property to be annexed. With regard to the annexation of land and the expansion of the Property, Declarant makes no representations or warranties of any kind concerning the clubhouse and amenities, including, but not limited to, capacity for the number of homes within the Property. Such annexation shall be accomplished by filing in the Public Records a Supplemental Declaration annexing such property executed solely by Declarant. Such Supplemental Declaration shall not require the consent of any person other than Declarant. Any such annexation shall be effective upon the filing for record such Supplemental Declaration, unless otherwise provided therein. Said Supplemental Declaration may also impose additional restrictions, or remove or limit restrictions contained herein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property annexed hereto and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Notwithstanding anything to the contrary, Declarant may, in its sole and absolute discretion, annex real property adjacent to the St. Johns Forest PUD into this Declaration, and such annexation may increase the number of Lots and the Common Area and, as a result, no increase in, or expansion of, Common Area recreational facilities shall be required to be made by Declarant.

Section 11.2. Annexation With Approval of Membership. After Turnover, subject to the consent of the owner thereof, upon the written consent or affirmative vote of a majority of the votes represented by the Members of the Association present at a meeting duly called for such purpose, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records a Supplemental Declaration describing the property to be annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing, unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for, and the proper form or notice of, any meeting called for the purpose of considering annexation of property pursuant to this Section 11.2 and to ascertain the presence of a quorum at such meeting.

Section 11.3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within, or adjacent to, the Properties which, upon conveyance or dedication to the Association, shall be accepted by the Association without further action and thereafter shall be maintained by the Association, at its expense, for the benefit of its Members.

Section 11.4. Removal of Property. Declarant reserves the right to amend this Declaration from time to time prior to Turnover, in its sole discretion, without the prior notice or

consent of any Person to remove any portions of the Property then owned by Declarant (or any affiliate of Declarant) or by the Association from the provisions of this Declaration if, and to the extent, such property was originally subjected to this Declaration in error, or if Declarant changes the development plan for the Properties; provided, however, that Declarant, concurrently with such removal, shall grant and/or confirm such easements as are necessary for maintenance and/or construction of those Lots theretofore conveyed by Declarant.

Section 11.5. **Amendment.** This Article shall not be amended without the prior written consent of Declarant.

ARTICLE 12. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 12.1. Common Area.

Section 12.1.1. On or before Turnover, Declarant shall convey the Common Areas to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Declarant, subject to the provisions of this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Association by Declarant shall be transferred to the Association by quit claim deed, free and clear of all monetary liens (other than any mortgage lien granted by Declarant permitted by this Declaration or which will be paid in full by Declarant on or before Turnover and the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance, including, without limitation, the lease to Declarant by the Association of the Clubhouse after Turnover described in Section 12.2 below. The property, or interest in property, transferred to the Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Declarant.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNISHINGS WHICH HAVE BEEN, OR WILL BE, USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Association shall be paid for by the Association.

Section 12.2. **Lease of Clubhouse to Declarant.** Declarant will construct improvements upon certain Common Area owned by, or dedicated to, the Association for ultimate use by the Association as a community clubhouse (the "**Clubhouse**"), a portion of which will be used by Declarant as a sales and information center until twelve (12) months after Turnover. Upon conveyance of the Clubhouse to the Association, Declarant shall simultaneously enter into a lease agreement (the "**Lease**") with the Association on terms and conditions determined solely by Declarant for use of the Clubhouse and related areas for a term which will expire twelve (12) months after the Turnover Date. The Lease will provide for nominal consideration prior to Turnover, and after Turnover, monthly rent at the market rate then prevailing for commercial office space of comparable quality and size, as reasonably determined by Declarant. Declarant will pay for its own telephone system and a pro rata share of electricity used for the Clubhouse. Upon expiration of the Lease, the portion of the Clubhouse being leased by Declarant shall be delivered to the Association in "as is" condition.

Section 12.3. **Maintenance and Indemnity.** Notwithstanding the fact that Declarant may initially retain ownership of the Common Areas, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance and operation of the Common Areas, including, without limitation, all property taxes and other assessments which are liens against the Common Areas from and after the date of recordation of this Declaration. The Association will indemnify, defend and hold harmless Declarant, its successors and assigns, and their affiliates, partners, employees and agents against, in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys' and paralegals' fees and disbursements (even if incident of any appeals), Declarant, its successors or assigns, and their partners, affiliates, officers, stockholders, directors, employees, or agents incur or suffer, which arise, result from, or relate to, the ownership, operation or management of the Common Areas or any other activities of the Association after the date of this Declaration, other than any act resulting from the gross negligence or willful misconduct by Declarant. To the extent necessary, the Association shall levy a Special Assessment against Owners other than Declarant to cover the costs of indemnity.

Section 12.4. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Properties, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot or Lots, and suspension of the right to vote and the right to use Common Areas (other than private streets and other Common Areas necessary to access the Owner's Lot), and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such Rules and Regulations. Any suspension of use of Common Area may include revocation of privileges to obtain access through any gatehouse by use of an automated entry device, such as, by way of example, electronic access card, remote control or bar code. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided by law. Fines shall constitute Benefit Assessments subject to the lien rights provided in this Declaration.

Except to the extent prohibited by law, the Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties.

Section 12.5. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE 13. ASSESSMENTS

Section 13.1. **Creation of Assessments.** There are hereby created Assessments for expenses for the Association as may from time to time be authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. There shall be four (4) types of Assessments: (a) Common Assessments for Common Expenses for the benefit of all Members of the Association; (b) Special Assessments as described in Section 13.5 below; (c) Neighborhood Assessments as described in Section 13.4 below; and (d) Benefit Assessments as described in 13.6 below.

Common Assessments shall be allocated one (1) Assessment to each Lot subject to this Declaration.

If portions of the Property are developed and sold for uses other than residential uses, the voting rights, Assessments (if any) and use restrictions, if any, attributable to such Property shall be described in a Supplemental Declaration by the Owner of such Property.

In the event any of the Properties subject to this Declaration has not been platted as to the number of Lots anticipated for eventual sale, such unplatted portions of the Properties shall be deemed to have the number of Lots set forth on the then current Site Plan, until such Properties are platted or replatted or otherwise subdivided.

All Assessments, together with interest (at a rate not to exceed the highest rate allowed by applicable usury law or one and one-half (1½) percent per month, whichever is less) as computed from the date the delinquency first occurs, late charges, costs and reasonable attorney's fees, shall be a charge on the Lot (and improvements) to which they pertain and shall be a lien upon such property against which each Assessment is made. Such lien is to be effective as of the date of the original recording of this Declaration. Each such Assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who owned such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable to the time of conveyance, except as otherwise provided in this Section.

The Association shall, upon the written request of any Owner, furnish, within ten (10) business days after such written request, to any Owner liable for any type of Assessment a certificate, in writing, signed by an officer of the Association, setting forth, whether such Assessment has been paid as to his/her particular Lot. As to any prospective purchaser or closing agent relying thereon who has no knowledge of outstanding Assessments, such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed three months' Common Assessments on one (1) Lot for the issuance of each such certificate. Certificates may be relied upon only by third parties and not an Owner that all Assessment obligations are current.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, and such determinations by the Board may include, without limitation,

acceleration of that fiscal year's Common Assessments and any Neighborhood Assessments for delinquencies. Unless the Board otherwise provides, the Common Assessments and Neighborhood Assessments shall be paid in quarterly installments, Benefit Assessments shall be paid monthly in advance, or as incurred, and Special Assessment shall be paid when levied.

No Owner may waive or otherwise exempt himself or herself from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of his or her property. Assessments will be due and payable during any period of suspension of use of Common Property. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all Merchant Builders or developers purchasing Lots for development and/or resale. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by Declarant or a Merchant Builder in connection with the development of the Property or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority.

Prior to Turnover, Declarant shall have no obligation to pay Assessments on Lots which it owns, whether such Lots are original inventory or have been reacquired by Declarant. Rather, until that time, Declarant may elect to pay the difference between the amount of Assessments assessed (whether collected or not) relative to all Lots subject to Assessment and other revenues and funds of the Association (other than improvement contributions under Section 13.13 of this Declaration) from whatever source, and the amount of actual current expenses required to operate the Association from time to time. Declarant may, in its sole discretion, also elect to defer Common Assessments owed by Merchant Builders for Lots sold to Merchant Builders for a period not to exceed two (2) years from the date the Lot was acquired by a Merchant Builder. For purposes of Common Assessments, said Lots shall be considered owned by Declarant until the expiration of said period. Unless Declarant elects and provides written notice to the Board otherwise, Declarant shall be deemed to have elected to pay the difference. Declarant's financial obligations to the Association may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. Prior to Turnover, Assessments levied which, together with other revenues and funds of the Association (other than improvement contributions under Section 13.13 of this Declaration), exceed actual expenditures shall be paid to Declarant to repay advances made by Declarant, including repayment of any difference previously funded by Declarant. Notwithstanding anything appearing in this paragraph of Section 13.1 to the contrary, in no event shall Declarant be required to provide any such subsidies so long as the Association has adequate cash to pay its current expenses. After Turnover, Declarant shall be obligated to pay Assessments in the same manner as any other Owner.

Section 13.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the proper maintenance, replacement, repair and management of the Properties and, in particular, for operation of the Association and fulfilling its obligations under the Declaration, and all documents and agreements executed in connection with the foregoing.

Section 13.3. **Computation of Common Assessments.** It shall be the duty of the Board annually to prepare a budget covering the estimated Common Expenses of the Association during the coming year ("**Annual Budget**") and to prepare a budget based on estimated Common Expenses which would be incurred, assuming all Areas of Common Responsibility and Lots anticipated to be developed as contemplated by the Plats, Site Plan, and the then-current development plan were complete ("**Buildout Budget**"). Subsequent to Turnover, it shall be the duty of the Board, at least fifteen (15) days prior to the budget workshop as described in the Bylaws, to prepare the Annual Budget and mail the same to all Members. Any budget adopted by the Association may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Board shall cause a copy of the Buildout Budget (prior to Turnover), or the Annual Budget (after Turnover), and the notice of the Common Assessment amount to be delivered to each Owner at least thirty (30) days prior to the beginning of each fiscal year. Prior to Turnover, the Buildout Budget, Annual Budget and Common Assessments shall be determined by the Board of Directors in their sole and absolute discretion. After Turnover, upon the occurrence of the budget workshop in accordance with the Bylaws and subsequent adoption by the Board, the Annual Budget and Common Assessments shall become effective. In the event a reserve budget is established, Declarant shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve contributions, whether or not Declarant elects to pay Assessments or fund the difference.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails, for any reason, to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year, and each Owner shall pay the increase, if any, in the Assessments from the beginning of such year in a manner required by the Board.

Prior to Turnover, the Common Assessment to be levied for the coming year against each Lot shall be computed by dividing the Buildout Budget by the number of Lots anticipated within the Properties as described on Plats and the Site Plan (for real property which has not been subdivided into Lots or subjected to this Declaration). The number of Lots may change during development and Declarant shall have no liability as the result of such change. As previously provided, Declarant may elect not to pay the Common Assessment on Lots it owns, and in lieu thereof, to pay the difference.

Subsequent to Turnover, the Common Assessment to be levied for the coming year shall be computed by dividing the Annual Budget by the total number of Lots described in Section 13.1 subject to Assessment.

Section 13.4. **Computation of Neighborhood Assessments.** In addition to the Common Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated expenses to be incurred by the Association for each Neighborhood on whose behalf such expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, Neighborhood Supplement or written agreement with the Neighborhood Association specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or if the Owners of Lots in such Neighborhood authorize same by a majority vote. Any Neighborhood, through a petition signed by a majority of the Owners within the Neighborhood (which majority consensus shall bind all Owners within the Neighborhood),

may request that additional services or a higher level of services be provided to the Neighborhood by the Association, and if the Association, in its sole discretion, agrees to provide such higher level of service, such additional costs shall be added to or be considered a budget for the Neighborhood. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Expenses incurred for the benefit of a particular Neighborhood shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment, irrespective of the benefit as to any particular Lot, provided the Board may, in its sole discretion, reduce Neighborhood Assessments for Lots for which no Certificate of Occupancy has been granted by the applicable governmental authority. Such budget and Assessment shall become effective upon adoption by the Board. In addition to Neighborhood Assessments based on the budget of expenses on behalf of a Neighborhood, the Board may levy Neighborhood Assessments to cover unanticipated or unbudgeted expenses benefiting the Neighborhood.

In the event the Board fails, for any reason, so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year, and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of such year in the manner required by the Board.

Section 13.5. **Special Assessments.** In addition to Common Assessments, the Association, by majority upon vote of the Board of Directors, may levy Special Assessments applicable to that year only, provided any such Assessment which would exceed that year's Common Expenses for such year shall require the affirmative vote of a majority of the Members of the Association and the affirmative vote, or written consent of the Class "B" Member, if such membership exists. Such Special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, or any unexpected or unbudgeted expense or repair. Special Assessments shall be allocated in the same manner as (a) Common Assessments, if the same relate to Common Property or operations of the Association, or (b) Neighborhood Assessments, if the same relate to Exclusive Common Area. Special Assessments shall only be used for the purpose collected.

Section 13.6. **Benefit Assessments.** The Board of Directors of the Association may impose a Benefit Assessment upon any Owner whose use or treatment of a Lot increases the maintenance cost to the Association above that which would result from compliance by the Owner with this Declaration or a Supplemental Declaration. The amount of such Assessment shall be equal to such cost increase and may be enforced in the manner provided for any other Assessment. Any charge for individual services (such as, by way of example, cable television services provided on a mandatory basis which are not levied as part of the Common Assessment) shall be deemed a Benefit Assessment. The Association may levy a Benefit Assessment against any Owner individually and against such Owner's Lot to reimburse the Association for costs incurred in bringing the Owner's Lot into compliance with the provisions of the Declaration. Fines are considered Benefit Assessments and may be levied after notice to the Member and an opportunity for a hearing. The costs of remedial maintenance undertaken by the Association to remedy deficient maintenance by a Neighborhood Association shall be assessed equally against all Lots within the Neighborhood. Reasons for Benefit Assessments shall include, but not be limited to, remedial action, costs and legal fees incurred or anticipated

to be incurred by the Association and the cost for extra or replacement automatic or electronic controls for gates.

Section 13.7. **Lien for Assessments.** Upon recording of a notice of lien on any Lot there shall exist a perfected lien for unpaid and future Assessments prior and superior to all liens placed of record after the date of this Declaration, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record made in good faith and for value by an Institutional Lender. During the period a lien is filed against a Lot, the vote associated with that Lot shall be suspended, and the right to use the Common Areas (other than the areas necessary for ingress and egress to the Lot) shall be suspended and subject to the limitations set forth by the Board of Directors and applicable law.

The lien of the Association, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of its Members, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have charged the property owned by the Association, had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 13.8. **Reserve Budget and Reserve Contribution.** The Board of Directors may, but shall not be required to, annually prepare a reserve budget which may take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. Prior to Turnover, reserves will only be budgeted if the same are consented to by Declarant. If a reserve budget is established, the Board shall set the required reserve contribution. The reserve contribution required shall be fixed by the Board and included within and distributed with the budget and Common Assessment, as provided in Section 13.2 of this Article. The reserve budget may, if funded, be used by the Board of Directors to fund capital replacements, capital additions and capital repairs.

IF RESERVES ARE ESTABLISHED, DECLARANT SHALL BE UNDER NO OBLIGATION TO FUND OR PAY ANY RESERVE CONTRIBUTIONS. DECLARANT SHALL NOT BE OBLIGATED TO FUND CAPITAL EXPENDITURES, WHICH MAY REQUIRE A SPECIAL ASSESSMENT OF THE OWNERS.

NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS OR THAT ANY RESERVE BALANCE SHALL BE AVAILABLE AT TURNOVER.

To the extent the Association makes any claim against Declarant or its appointed directors for Common Property conditions or any other condition existing at Turnover or prior acts or omissions by Declarant or Declarant's appointed Board of Directors, the amount in the capital reserve account at Turnover (if any), any contributions collected under Section 13.12 and

13.13 below and which are within the Association's account at Turnover, and amounts owed to Declarant on or after Turnover shall be credited against any obligation of Declarant or its appointed Board.

Section 13.9. Date of Commencement of Assessments. Except as specifically provided herein to the contrary, the obligation to pay the Assessments provided for herein shall commence as to each Lot on the date this Declaration is recorded. If Declarant elects to pay the difference between the expenses of the Association and assessments collected from Owners, other than Declarant, Lots owned by Declarant shall not be assessed, but shall be used in computing the Assessments levied on Owners (other than Declarant) based on the Buildout Budget. The first year's Assessment levied on any Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot.

Section 13.10. Subordination of the Lien to First Mortgage. The lien of Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein shall be subordinate to the lien of an Institutional Mortgagee's first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot which is subject to foreclosure of an Institutional Mortgagee's first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

Section 13.11. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of Owners and Neighborhoods (as applicable) or other property, and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner; provided, only the Board, an Owner or his First Mortgagee may look at the status of Assessments on the Owner's Property (unless inspection by others is authorized by law).

Section 13.12. Initial Contributions to Association. Upon every initial transfer of record title to a Lot after the date of recording of this Declaration, a contribution shall be made by, or on behalf of, the purchaser to the Association. Upon the initial transfer of a Lot by Declarant, the contribution shall be an amount equal to three (3) months' Common Assessments applicable to a Lot for that year. Where any Lot is sold by Declarant to a Merchant Builder, Declarant may, by reference thereto in a contract for sale, deed of conveyance or separate instrument, waive the initial contribution for that Lot until resale by the Merchant Builder, at which time such amount will be due from the purchaser from the Merchant Builder. The initial contribution upon the sale of each Lot by Declarant or a Merchant Builder shall, notwithstanding anything to the contrary in this Declaration, be utilized by the Association for operations, maintenance and acquisition of personal property in the year of receipt and succeeding years until exhausted. If utilized for operations, such contribution shall be utilized solely to reduce the difference payable by Declarant, if received prior to Turnover. Declarant, its parents, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this Section. The contribution required by this Section shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article. No representation or warranty is made by Declarant or the Association that, on the date of Turnover, any funds will be available as a result of such contributions.

Section 13.13. **Improvement Contribution**. Upon every transfer of record title to a Lot, except for the initial conveyance by Declarant or a Merchant Builder, at which time the contribution under Section 13.12 is due, a contribution equal to three (3) months Common Assessments shall be made to a segregated account for the benefit of the Association after Turnover. The Board of Directors shall invest these funds in interest-bearing, insured accounts or U.S. Governmental Securities. The Board of Directors shall have no liability for failure to invest the contributions in high-interest-yield securities, it being the intention of this Declaration to provide low-risk investments for the contributions. Subsequent to Turnover, the accumulated contributions shall be used for repairs, renovations or improvements to the Common Area. To the extent the Association makes any claim against Declarant or its appointed directors for Common Area conditions, the amount within the improvement contribution account at Turnover shall be credited against any obligation of Declarant pertaining to such Common Area. This Section 13.13 may not be amended without Declarant's written consent, in its sole and absolute discretion.

Section 13.14. **Exempt Property**. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments:

Section 13.14.1. all Common Area; and

Section 13.14.2. all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, the CDD.

ARTICLE 14. ARCHITECTURAL STANDARDS

All property which is now, or may hereafter be, subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article and such standards and principles (the "**Design Review Manual**"), promulgated from time to time by Declarant or the DRC. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the DRC. Until the retail closing of the sale of the last home to be built in St. Johns Forest, Declarant also shall have the authority to enforce decisions of the DRC concurrently with the Association. The Board of Directors shall have the right to lien Lots for actionable violations of this Declaration, the Design Review Manual promulgated by the DRC and decisions of the DRC. Said lien shall include, but not be limited to, remedial action taken by the Association, costs and prevailing party legal fees incurred by the Association in prosecuting its claim. This Article may not be amended without Declarant's written consent, in its sole and absolute discretion, so long as Declarant owns any land subject to this Declaration or subject to unilateral annexation by Declarant under this Declaration.

No "**construction**", which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with this Article, until the requirements below have been fully met, and until the written approval of the DRC is obtained. The DRC shall have the absolute and exclusive right to approve such construction, exterior alteration or modifications or planting or removal of plants, trees and shrubs, which the DRC determines is not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, harmony of extended design and architectural compatibility. The DRC may establish reasonable fees to be charged for review of an

application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder.

All structures constructed on any portion of the Properties shall be designed and built in accordance with the approved plans and specifications submitted to the DRC.

Section 14.1. **DRC.** The DRC shall have exclusive jurisdiction over all construction on any portion of the Properties. Until all of the Property has been developed and conveyed to purchasers (other than Merchant Builders) in the normal course of development and sale, Declarant retains the right to appoint all members of the DRC, which shall consist of at least three (3), but no more than five (5) persons, none of whom shall be required to be Owners and who shall serve terms subject to the sole discretion of Declarant. There shall be no surrender of Declarant's right to appoint all members of the DRC prior to that time, except in a written instrument in recordable form executed by Declarant. Until Declarant relinquishes the right to appoint members of the DRC, the authority of the DRC shall arise from Declarant and not the Association, and such members shall have a fiduciary responsibility only to Declarant. Upon the expiration of Declarant's right to appoint the members of the DRC, the members of the DRC shall thereafter be appointed by the Board of Directors and only thereafter shall the DRC be deemed a committee of the Association.

Copies of the Design Review Manual shall be available from the DRC for review by Owners and Merchant Builders who seek to engage in development of, or construction upon, all or any portion of the Properties, and such parties shall conduct their operations in accordance therewith. The DRC shall have sole and full authority to prepare, and to amend, the guidelines and procedures set forth in the Design Review Manual.

Section 14.2. **No Waiver of Future Approvals.** The approval of the DRC of any proposals, or plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

Section 14.3. **Variance.** The DRC may authorize variances from compliance with any of its guidelines and procedures set forth in the Design Review Manual when circumstances such as topography, natural obstructions, hardship, privacy, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be contrary to the restrictions set forth in the body of this Declaration, or (b) estop the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

The approval by the DRC does not constitute governmental approval. It is the sole responsibility of the Lot Owner or Merchant Builder, as applicable, to obtain the necessary permits and meet all governmental requirements.

Section 14.4. **Compliance.** Any contractor, subcontractor, agent, employee or other invitee of an Owner or Merchant Builder who fails to comply with the terms and provisions of the Design Review Manual may be excluded from the Properties by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines

and procedures set forth in the Design Review Manual, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Bylaws.

Section 14.5. **Right to Inspect.** There is specifically reserved unto the DRC the right of entry and inspection upon any Lot for the purpose of determination by the DRC whether there exists any constriction or any improvements which violate the terms of any approval by the DRC, or the terms of this Declaration, or of any other covenants, conditions and restrictions to which a deed or other instrument of conveyance or Plat makes reference. The DRC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith, and the same shall be assessable and collectible in the same manner as any Benefit Assessment provided for herein. The Association shall indemnify and hold harmless each member of the DRC from all costs, expenses and liabilities, including attorney's fees, incurred by virtue of any service by a member of the DRC.

Section 14.6. **Exemption.** Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant shall be exempt from the provisions of this ARTICLE 14.

Section 14.7. **DRC Liability.** Neither the DRC, the Association nor Declarant nor any of their representatives shall be liable to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing to be made any proposed improvement or additions on any portion of the Property or home agrees and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, to hold the DRC, the Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses or damages arising from the construction and installation of any proposed improvement, and such Owner shall be solely responsible for the maintenance, repair and insurance of any improvement, alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules and regulations and the provisions of this Declaration.

Section 14.8. **Limitation of Liability.** No approval by the DRC shall constitute an opinion of the DRC that the improvements comply with this Declaration, governmental requirements or any easement or other obligation appearing in the Public Records for St. Johns County affecting the Properties, nor shall the same give rise to any liability for design, construction materials, construction methods, structural integrity, fire / safety requirements, adequacy of budgets or legal effect. The DRC shall not be liable for mistakes and may require an Owner to correct deficiencies arising as a result of any DRC approval.

ARTICLE 15. USE RESTRICTIONS

The Property shall be used for purposes as may be permitted by the applicable governmental approvals and ordinances, and this Declaration and any amendments or Supplements hereto. Any Supplemental Declaration or additional covenants imposed on the Property within any Neighborhood by Neighborhood Documents, may impose stricter standards than those contained in this Article. The Board of Directors shall possess the standing and power and right to enforce standards imposed by Neighborhood Documents.

Declarant, prior to Turnover, and the Association, acting through its Board of Directors, both prior to and after Turnover, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Any standards and restrictions adopted by the Board of Directors prior to or after Turnover and prior to the sale of the last Lot by Declarant or a Merchant Builder to a retail purchase will be subject to veto by Declarant. The use restrictions set forth in this Article shall be binding until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing at least sixty-seven percent (67%) of the total votes in the Association and by Declarant prior to the conveyance of the last Lot by Declarant and Merchant Builders. Any such modifications or cancellation shall be recorded in the Public Records as an amendment to this Declaration.

Such regulations and use restrictions shall be binding upon all Owners and occupants of Lots. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the provisions of this Article so long as it owns any portion of the Property primarily for development and/or resale.

Section 15.1. Occupants Bound. All provisions of the Declaration, Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties (including improvements thereto) caused by such occupants, guests, invitees and lessees, notwithstanding the fact the such occupants are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

Section 15.2. Parking and Vehicular Restrictions. Parking in the Properties (other than in enclosed garages) shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of "**commercial vehicles**" (as defined below) on a Lot, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times. No vehicle shall be left covered in a driveway for a period exceeding one (1) day.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place within the Properties, except in spaces for some or all of the above specifically designated by Declarant or the Association, if any, and in fully enclosed garages. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "**commercial vehicles**" shall mean those which are not designed and used customarily for personal/family purposes, and those vehicles which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding on an Owner. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use, or providing pick-up and delivery and other commercial services, nor to any vehicles of Declarant or Merchant Builder. No parking on lawns shall be permitted. No on-street parking

shall be permitted, unless prior written approval by the Board of Directors or the Association Manager is obtained.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle (i) remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle, or (ii) otherwise impedes use of the Common Areas for their intended purpose. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. For purposes of this paragraph, "**vehicle**" shall also mean campers, mobile homes, trailers, etc. By acquisition of title to a Lot, the Owner provides to the Association the irrevocable right to tow vehicles parked on the Owner's Lot which are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Vehicles not licensed for street use (such as by way of example, go-carts, ATV's, dirt bikes, etc.) shall not be driven within the Properties.

Section 15.3. **Traffic Regulation**. The Association may, but shall not be obligated to, employ individuals, a security company or enter into an agreement with local law enforcement, to enforce speed limits, rules and regulations, including, without limitation, imposition of fines, concerning operation of motorized vehicles, parking restrictions (collectively, "**Traffic Regulations**") and to otherwise provide a more secure environment. Traffic Regulations may include prohibitions and restrictions on parking on private rights-of-way, cul-de-sacs and roundabouts. Owners, for themselves, their family, lessees and invitees, acknowledge the Association may fine an individual for violation of Traffic Regulations and/or take other disciplinary action. Failure to pay any fine after an opportunity for a hearing on this matter may, to the extent permitted by applicable law, result in suspension of the privileges to use private streets in the Properties and/or a lien being imposed on the Owner's Lot, if the fine is imposed against the Owner, or his or her family member or lessee.

Section 15.4. **Animals and Pets**. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted in reasonable number determined by the Board of Directors in its discretion (which may be different based on Lot size and/or home type), provided they are not permitted to roam the Property. All pets shall be controlled by their Owner at all times and shall be leashed when not on the Owner's Lot and within an enclosed area. Those pets which, in the sole discretion of the Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to, the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request; provided, however, if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred or maintained on any Lots for commercial purposes. Pets shall not be permitted on the Common Areas (except streets or walkways). An Owner's household pets shall be confined on a leash no greater than fifteen (15) feet in length or carried by a responsible person at all times whenever outside the boundaries of the Owner's Lot. All persons bringing a pet onto property other than their own shall be responsible for removing any solid waste of the pet.

Section 15.5. **Nuisances**. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. Except for Declarant's development activities, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 15.6. **Hazardous Materials**. Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 15.7. **Trash**. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties, except in containers located in appropriate areas, if any, and in all events, such containers shall not be visible from any of the Properties, except for the minimum time necessary for its collection. Trash shall be placed curbside no earlier than dusk the day prior to collection and empty receptacles shall be removed from curbside by 11:59 P.M. on the day of collection. Trash receptacles shall be kept within enclosed garages. Said restriction shall not apply to construction sites. No odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from Common Areas or other Lots, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties.

Section 15.8. **Unsightly or Unkempt Conditions**. It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot.

Section 15.9. **Outside Installations**.

Section 15.9.1. **Common Areas**. No exterior antennas, aerials, satellite dishes or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Lot or Common Area, except in compliance with any standards imposed by the Design Review Manual and subject to compliance with the Rules and Regulations of the Association. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized and require any such exterior apparatus. No radio station or shortwave operations of any kind shall operate from any Common Areas.

Section 15.9.2. **Lots**. No radio station or shortwave operations of any kind shall operate from any Lot. As provided under applicable federal law, certain antennae, aerials,

satellite dishes and other reception apparatus may be installed on an Owner's Lot without architectural approval by the DRC, provided, the Association may require:

Section 15.9.2.1 to the extent feasible, that any such improvements be in a location on such Lot which is not visible from the street;

Section 15.9.2.2 that any such improvements be relocated or screened for safety reasons; or,

Section 15.9.2.3 that any such improvements be relocated or painted to maintain the aesthetic appearance of the Property.

Provided, however, unless required for safety reasons, any such relocation or screening of such improvements shall not unreasonably delay or prevent the use thereof, unreasonably increase the cost thereof, or preclude the Owner of the Lot from receiving an acceptable quality signal therefrom. Owners are encouraged to review a proposed installation with the DRC prior to the start of installation.

Section 15.10. **Subdivision of Lot and Time Sharing.** No Lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Lot intended for a single-family, detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Lots. Except as may otherwise be provided by Supplemental Declaration, in the event of a division in ownership of any Lot, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Lot for purposes of voting and shall be jointly and severally liable for all Assessments against the Lot hereunder. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Notwithstanding anything to the contrary in this Section, if Declarant subdivides and replats any Lot or Lots, voting rights and Assessment obligations as to such Lots shall be recalculated to the number of Lot(s) existing after such replat. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed, or floating, time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by up to two (2) joint tenants or tenants-in-common, nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary herein contained, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration.

Section 15.11. **Weapons.** The use and discharge of weapons within the Properties is prohibited. The term "**weapons**" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

Section 15.12. **Irrigation.** No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, with the exception of the Association who may draw water from the

lakes for purposes of irrigation of Common Areas. Irrigation wells are prohibited for Lots. The source of irrigation water for the Lots will be potable water received from the water utility serving the Community. Each Owner shall be required to install and maintain an underground sprinkler system on a Lot, which shall be installed as part of the original construction of the Owner's home. Irrigation systems for each Owner's Lot shall be installed and maintained in accordance with the Design Review Manual and the Community-Wide Standards. Neighborhood Associations may maintain the underground sprinkler system on a Lot as part of its landscape maintenance to the Lots.

Section 15.13. **Tents, Trailers and Temporary Structures.** Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, basement or other structure of a temporary nature shall be placed upon any Lot.

Section 15.14. **Insurance Rates.** Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Areas which would result in the cancellation of insurance on any Property insured by the Association or which would be in violation of any law.

Section 15.15. **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit clear sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors.

Section 15.16. **Utility Lines.** No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction and lines within the Property as the same exist on the date hereof.

Section 15.17. **Wetlands, Lakes and Water Bodies.** All lakes, ponds and streams within the Properties, if any, shall be designated as aesthetic amenities only. No swimming, boating, playing, fishing or use of personal flotation devices, shall be permitted, unless specifically authorized by the owner of the lakes, ponds and streams. One (1) or more areas within the Properties may be designated as a conservation or preservation tract or buffer area, or may otherwise be subjected to a conservation easement for the purposes of protection of wetlands, protected and endangered species and valuable habitat. Use of such protected areas is restricted and may be used only as use is permitted by owner of such property. The Association shall not be responsible for any loss, damage or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Properties.

Section 15.18. **Recreational Facilities.** Any pool, tennis, swim, playground or other recreation areas furnished by the Association, any Neighborhood Association, the CDD, or erected within the Properties, shall be used at the risk of the user, and neither Declarant, Association nor any Neighborhood Association, nor the CDD, shall be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof. Each Owner agrees to indemnify, defend and hold harmless the Association, any Neighborhood Association, Declarant their respective partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any recreational facilities furnished by Declarant, the Association or Neighborhood Association or the CDD by the Owner, his family members, guests, lessees and invitees. Prior

to Turnover, Declarant and its affiliates have the right to schedule and hold marketing, promotional and other events using the recreational facilities within the Property (including the Clubhouse defined herein). Both before and after the Turnover, Declarant and its affiliates further have the right to promote the St. Johns Forest in advertisements, promotional materials and other promotional media by making reference to the recreational facilities, including use of photographs of the recreational facilities (including the Clubhouse) and activities taking place there. During such promotional events, Owner, his family members, guests, lessees and invitees may not be permitted full use of the facilities.

Section 15.19. **Business Use.** No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of Lot and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "**business**" and "**trade**," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

Section 15.20. **Leasing of Lots.**

Section 15.21. **Definition.** "**Leasing**," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

Section 15.22. **Leasing Provisions.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family within the first degree of relationship by blood, adoption or marriage. The minimum lease term for any Lot within the Properties is nine (9) months, and no more than two (2) leases may be made on any Lot in any one (1) calendar year. The terms and restrictions on leasing of Lots within a Neighborhood may be further restricted as provided in a Supplemental Declaration for a Neighborhood or the Neighborhood Documents.

Section 15.23. **Landscaping.** Each Owner shall be responsible for maintenance of landscaping on Lots and adjacent areas as required by this Declaration. Except to the extent otherwise provided herein, the Association shall be responsible for trimming, fertilizing and replacing the street trees. Installation and removal of landscaping shall be subject to the prior approval of the DRC. No trees or other landscaping shall be removed, except for diseased or

dead trees or other landscaping, and trees or landscaping needing to be removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees and landscaping, at Owner's expense.

Section 15.24. **Septic Tanks.** Septic tanks are not permitted on any portion of the property, except for sales centers and construction offices.

Section 15.25. **Wells and Drainage.** No private water system shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves for itself, the CDD and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of the Property.

Section 15.26. **Completion and Sale of Homes.** No person shall interfere with the completion and sale of homes within St. Johns Forest. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF SIGNS DEEMED BY THE BOARD OF DIRECTORS TO BE OFFENSIVE OR NOT IN THE BEST INTERESTS OF THE DEVELOPMENT, SALE AND ENJOYMENT OF ST. JOHNS FOREST ARE STRICTLY PROHIBITED AND, UPON NOTICE, SUCH SIGNS SHALL BE PROMPTLY REMOVED. UPON NOTICE, THE ASSOCIATION HAS THE RIGHT TO REMOVE OFFENSIVE SIGNS, EVEN IF ON PRIVATE PROPERTY, THE EXERCISE OF WHICH SHALL NOT BE DEEMED A TRESPASS.

Section 15.27. **Children's Use of Common Areas.** Minors shall not be permitted to use the Common Area except under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except under such conditions as the Board may from time to time establish. Parents shall be responsible for all actions of their minor children at all times in and about the Property.

Section 15.28. **Approval by DRC.** The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the DRC in accordance with ARTICLE 14. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with ARTICLE 14.

Section 15.29. **Signs.** No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and "For Sale," shall be erected within the Properties without the written consent of the DRC, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs (similar or otherwise). If permission is granted to any Owner to erect a sign within the Properties, the DRC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Except for Declarant, under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

Section 15.30. **Driveways, Walkways and Mailboxes.** All driveways, sidewalks and mailboxes shall be maintained in the style and color originally established or approved in

accordance with ARTICLE 14. The DRC may, in its discretion, adopt a uniform style and color for mailboxes within the Property or any Neighborhood.

Section 15.31. **Pools.** No above-ground pools shall be erected, constructed or installed on any Lot, except that above-ground pools which are integrated within the construction of a building or decking around the building, and above-ground spas or jacuzzis may be permitted, if approved in accordance with ARTICLE 14.

Section 15.32. **Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be placed at the side or rear of a Lot and shall be screened from view of Common Property and adjacent Lots.

Section 15.33. **Lighting.** All exterior lights must be approved in accordance with ARTICLE 14, with the exception of seasonal Christmas or holiday decorative lights, which may only be displayed between Thanksgiving and January 10th, and are not permitted to remain fixed on the Property outside of these dates designated for display.

Section 15.34. **Exterior Sculptures and Similar Items; Flags; Artificial Vegetation.** All exterior sculpture, fountains, flags and similar items must be approved in accordance with ARTICLE 14; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag in a respectful manner in accordance with the applicable Florida and Federal laws. Artificial, non-living vegetation is not allowed.

Section 15.35. **Energy Conservation Equipment.** No solar energy collector panels, or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot, unless it is an integral and harmonious part of the architectural design of a structure and is approved in accordance with ARTICLE 14.

Section 15.36. **Fences.** No dog runs, animal pens or fences of any kind shall be permitted on any Lot, except as approved in accordance with ARTICLE 14.

Section 15.37. **On-Site Fuel Storage.** No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This Section shall not apply to Declarant or its designee who may, but shall not be required to, provide an underground gas distribution system to service Lots. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 15.38. **Play Equipment, Etc.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in ARTICLE 14, and subject to limitations contained in the Design Review Manual.

Section 15.39. **Window Coverings.** All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a

white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, as approved pursuant to ARTICLE 14. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building, unless first approved in accordance with ARTICLE 14. Temporary storm shutters are permitted but are subject to the limitations contained in the Design Review Manual. Permanent storm shutters are permitted only when incorporated into the design of the home and approved by the DRC.

Section 15.40. **Pool Enclosures.** Screened pool enclosures shall comply with the Design Review Manual. Screen enclosures shall be integrated within the principal structure and shall be subject to design and approval of appearance (color, style, etc.) by the DRC, which may differ by Neighborhood.

ARTICLE 16. CABLE TELEVISION SYSTEM

Section 16.1. **CATV Agreement.** The Association may, but shall not be required to, enter into a bulk rate cable television agreement (the "**CATV Agreement**") for all or a portion of the Properties. If a CATV Agreement is entered into, all Lots subject to the CATV Agreement shall be charged for cable and other services covered by the CATV Agreement, regardless of whether the Owner desires or utilizes the services. Such charge may be a part of the Common Assessment or a Benefit Assessment. It is anticipated that if the CATV Agreement is entered into by the Association, other services offered by the cable provider will be available on an individual subscriber basis.

Section 16.2. **Easements.** Declarant, the Association and any Neighborhood Association shall have the right to grant blanket and specific easements to the cable provider in any Common Area for installation and maintenance of the cable television system, including, without limitation, access, design, mapping, installation, construction, replacement and service of such system, including, but not limited to, head-ends, wiring, control boxes, switches and amplifiers. The cable provider shall also have the right to use such easement areas dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Common Areas and easements.

Section 16.3. **Rights to Incentives from CATV Provider.** Any access fee, per Lot fee or other incentives paid by the CATV provider shall be retained by Declarant. The Association and each Owner have no interest therein, and each waives any claim to such fees or incentives.

ARTICLE 17. NATURAL GAS SYSTEM

Section 17.1. **Installation.** Peoples Gas shall have the right, but not the obligation, to install and operate an underground gas distribution system which will provide natural gas to the Properties. Peoples Gas shall be responsible for installation and maintenance of the underground gas distribution system to the boundary of each Lot.

Section 17.2. **Natural Gas Service.** The Design Review Manual may require that residential structures on Lots be constructed with gas lines to permit natural gas service to such Lots for at least a minimum number of significant gas appliances as set forth in therein. Neither Declarant, the Association nor any Neighborhood Association shall be liable to the Owner for any interruption in gas service, the quality of service, the source of gas or any damage to any property, real or personal, caused by providing or not providing gas service. Any access fee, per Lot fee, other incentives (e.g., per appliance rebates) paid by the natural gas utility provider

or the Public Service Commission for establishing the natural gas service shall be retained by Declarant, and the Association and each Owner shall have no interest therein, and each waives any claim to such fees, rebates and/or incentives.

ARTICLE 18. GENERAL PROVISIONS

Section 18.1. **Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Properties or any portion of the Properties which is subject to the rules, ordinances or regulations of the federal government, the State of Florida or the County of St. Johns, or any agency or body of the foregoing, shall be applicable to the Properties in perpetuity, unless the waiver of same shall have been obtained from the appropriate party, or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

Section 18.2. **Amendment.** Until the Turnover, Declarant, to the maximum extent permitted by law, may unilaterally amend this Declaration. Prior to Turnover, the Class "A" Members may not amend this Declaration. After Turnover, this Declaration may be amended by the Board of Directors, provided any amendment which has a materially adverse effect on the Owner of a Lot shall require the affirmative vote (in person or by alternate), or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant, as the case may be, or the assignee of such right or privilege.

Notwithstanding anything to the contrary set forth in this Section 18.1, no amendment shall be effective without the written joinder and consent of Declarant and Merchant Builders [so long as Declarant or any Merchant Builder owns one (1) or more Lots within the Properties] to the amendment.

Section 18.3. **Release.** AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT ST. JOHNS FOREST TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIRE, SATISFY

AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR HEREFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION OR THE EXHIBITS HERETO, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

Section 18.4. **Indemnification.** The Association shall, to the broadest extent possible by applicable statute and law, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by, or imposed upon, such officer, director, or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been, an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 18.5. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. In the event that a term or provision conflicts with current law, such provision shall be deemed to be amended or construed to be according to current law.

Section 18.6. **Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws and such right shall also extend to the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel, in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which is in violation of this Declaration, in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board. Owner has a duty to secure and control pets and take other reasonable measures to enable the Association and all other parties to exercise their rights hereunder.

Section 18.7. **Perpetuities.** If any of the covenants, conditions, restrictions, or the provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States of America.

Section 18.8. **Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members as hereinafter provided. The Association shall prepare a budget of the total estimated cost of the litigation, which shall be submitted to the Members for a vote, along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Owners (other than Declarant and Merchant Builders) by Special Assessment for the total estimated costs and fees of the proposed litigation, and no funds from Common Assessments or other sources may be used for such purpose. The Special Assessment must be more than seventy-five percent (75%) collected prior to institution of legal proceedings. Both the proposed commencement of litigation and the budget and assessment for the litigation must be approved by a vote of the Members representing seventy-five (75%) percent of the total votes of the Association. This Section shall not apply, however, to (a) actions brought by the Association to collect Assessments or enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended, unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 18.9. **Cumulative Effect; Conflict.** The covenants, restrictions and provisions of this Declaration shall be cumulative with those of any Neighborhood Association, and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Association. The Association shall have the right to approve the terms and provisions of any Neighborhood declaration, by-laws and rules and regulations. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

Section 18.10. **Use of the Term "St. Johns Forest."** Declarant retains all rights in and to the name, "**St. Johns Forest**" and any associated logo. No person shall use the term "**St. Johns Forest**" or any derivative thereof or logo in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "**St. Johns Forest**" in printed or promotional matter where such term is used solely to specify that particular property is located within "**St. Johns Forest**," and the Association shall be entitled to use the word "**St. Johns Forest**" in its name.

Section 18.11. **Compliance.** Every Owner and occupant of any Lot, their guests and invitees, shall comply with all legally enforceable provisions of this Declaration, the Bylaws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved party. Further, in

the event of any violation of any ordinances, rules or restrictions imposed by the County of St. Johns, Florida, the Army Corps of Engineers, other governmental authorities or agencies with respect to the Properties, such parties may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and, if such enforcement shall be required by a court of competent jurisdiction, such parties shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorney's fees and court costs incurred by it relative to its enforcement of the foregoing.

Section 18.12. **Independent Builders.** The Property is a master-planned single family residential community being developed by Declarant. The individual buildings constructed within the Properties may be constructed by Declarant, Merchant Builders or others who are independent contractors who purchase unimproved Lots from Declarant. If a building is constructed by a person or entity other than Declarant, Declarant shall have no liability whatsoever for such builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor of such builder.

Section 18.13. **Notice of Transfer of Lot.** In the event that any Owner (other than Declarant) desires to sell or otherwise transfer title of his or her Lot (by sale, gift or judicial decree), such Owner shall give the Board of Directors at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and the contribution required by Section 13.12 or 13.13 hereof is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all Assessments, notwithstanding the transfer of title to the Lot.

Section 18.14. **Documents to Grantees.** All Lot Owners shall be obligated to deliver the documents originally received from Declarant (or copies thereof, which may be obtained from the Association) containing this Declaration, all amendments and Supplements thereto, any Neighborhood Documents, and all other declarations and documents, to any grantee of such Owners. Copies may be acquired from the Association for a reasonable reproduction fee.

Section 18.15. **Dissolution of Association.** The Association shall not be dissolved, nor shall it dispose of any real property contained within the Common Area by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Areas), without the prior approval of all Owners, their mortgagees and any governmental agencies having jurisdiction over the Properties.

Section 18.16. **Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Properties.** Each Owner, on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns, acknowledges and agrees that the completion of the development of the Property may occur over an extended period of time and that, incident to such development and the construction associated therewith, the quiet use and enjoyment of the Properties and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Properties owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns, does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Properties. Each Owner, on behalf of such Owner's heirs, personal representatives,

successors, mortgagees, lienors and assigns, agrees that the development, construction and completion of the balance of the Properties may interfere with such Owner's current views, and diminish the same and each such Owner, on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns, does hereby release Declarant, its successors in interest and others involved, from all claims that they may have in connection therewith.

Section 18.17. **Pronouns.** In this Declaration, the use of any gender shall be deemed to include all genders and use of the singular shall include the plural, wherever appropriate to further the intention of this Declaration.

Section 18.18. **Security.** Declarant or the Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. **NEITHER THE ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DESIGN REVIEW MANUAL ESTABLISHED BY DECLARANT OR THE DESIGN REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, THAT FIRE PROTECTION OR SECURITY SYSTEMS WILL, IN ALL CASES, PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DECLARANT ARE NOT INSURERS, AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY FIRE AND/OR SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.**

Section 18.19. **Disclaimer of Association Liability.** **AS USED IN THIS ARTICLE, "ASSOCIATIONS" SHALL MEAN THE ASSOCIATION, ALL NEIGHBORHOOD ASSOCIATIONS HAVING JURISDICTION OVER PORTIONS OF ST. JOHNS FOREST, AND ALL COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING.**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATIONS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATIONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, MEMBER, OCCUPANT OR USER OF ANY PORTION OF ST. JOHNS FOREST, OR THEIR GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

Section 18.19.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATIONS AND WHICH GOVERN OR REGULATE THE USES OF ST. JOHNS FOREST, HAVE BEEN WRITTEN AND ARE TO BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF ST. JOHNS FOREST AND THE VALUE THEREOF; AND,

Section 18.19.2. THE ASSOCIATIONS ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA OR ST. JOHNS COUNTY OR THE PREVENTION OF TORTIOUS ACTIVITIES.

EACH MEMBER (BY VIRTUE OF HIS OR HER ACQUISITION OF A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF ST. JOHNS FOREST (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST WHICH THE LIABILITY OF THE ASSOCIATIONS HAS BEEN DISCLAIMED IN THIS ARTICLE. EACH MEMBER DOES HEREBY RELEASE DECLARANT AND THE ASSOCIATIONS FROM ALL LIABILITY FROM INJURY AND/OR ACCIDENTAL DEATH DUE TO ADVERSE WEATHER AND ALL EFFECTS AND RESULTS THEREOF.

Section 18.20. Non-Condominium / Non-Cooperative. The Association created pursuant to this Declaration and the Articles of Incorporation of the Association do not, and are not intended to, constitute a condominium association or a cooperative association. The Properties are not intended to be condominium property or cooperative property under applicable law, except as otherwise specifically provided in a declaration of condominium or cooperative. This Declaration is not part of the common elements of any condominium or cooperative, unless subjected to a declaration of condominium or cooperative encumbering any such property.

Section 18.21. Waiver of Jury Trial. In the event there is a dispute concerning the rights, obligations or remedies of an Owner or Declarant under this Declaration, such matter will be submitted to a court of competent jurisdiction. DECLARANT, THE ASSOCIATION AND ALL OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING THE RIGHTS, OBLIGATIONS OR REMEDIES OF DECLARANT OR ANY OWNER UNDER THE DECLARATION OR ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY COUNTERCLAIMS, CROSS-CLAIMS OR THIRD-PARTY CLAIMS) BASED HEREON, OR

ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF SUCH PARTY.

Section 18.22. **Refund of Taxes and Other Charges.** Unless otherwise provided herein, the Association and any Neighborhood Association agree that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded, in whole or in part, shall be returned to Declarant in the event such refund is received by the Association or any Neighborhood Association.

Section 18.23. **Special Disclosures.** The PUD contains restrictions on development and use of the Properties. Owners shall expressly comply with such restrictions and other restrictions contained in agreements governing use of the Properties. Without limiting the generality of the foregoing, each Owner acknowledges and agrees:

Section 18.23.1. Access through the gated entry along Russell Sampson Road is restricted to residents and emergency vehicles.

Section 18.23.2. Buyer acknowledges the Community is located in proximity to existing working farms. As a result, noises and/or odors associated with farming activities may be present within the Community.

ARTICLE 19. MORTGAGEE/PROVISIONS

The following provisions are for the benefit of First Mortgagees holding mortgages on Lots. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 19.1. **Notice to Mortgagee.** A First Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

Section 19.1.1. any condemnation loss or any casualty loss which affects a material portion of the Properties;

Section 19.1.2. any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the mortgage of such First Mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any First Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by such Owner of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

Section 19.1.3. any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

Section 19.1.4. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 19.2. **Taxes.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance

coverage upon the lapse of an Association policy, and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 19.3. **No Priority.** No provision of this Declaration or the Bylaws gives, or shall be construed as giving, any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 19.4. **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 19.5. **Amendment by Board.** Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate amendment to the provisions of this Article or make any such requirement less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 19.6. **Applicability of this Article.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 19.7. **Failure of Mortgagee to Respond.** Any Institutional Lender who received a written request from the Board to respond to, or consent to, any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Lender within thirty (30) days of the date of the Association's request.

ARTICLE 20. DECLARANT'S RIGHTS AND OBLIGATIONS

Section 20.1. Declarant and its successors or assigns will undertake the work of construction of buildings, dwellings and improvements related thereto through completion thereof, including certain recreational amenities to be situated upon Common Areas, which are currently anticipated to include, without limitation, the following:

Section 20.1.1. Clubhouse facilities of approximately 5400 square feet, generally including:

Section 20.1.1.1 A gathering room with reception desk, casual seating area and fireplace;

Section 20.1.1.2 A welcome center, consisting of display area and two (2) offices; which, after expiration of the Lease may be converted by the Association to other uses, at the Association's expense;

Section 20.1.1.3 Bar / informal kitchen with service window to pool terrace and bar counter service to gathering room;

Section 20.1.1.4 Men's and women's restrooms;

Section 20.1.1.5 Fitness area with separate offices and pool restrooms; and

Section 20.1.2. Pool Amenities, including:

- Section 20.1.2.1 Pool with water slide and active water column feature;
- Section 20.1.2.2 Pool deck / lounge area surrounding pools;
- Section 20.1.2.3 Overflow lawn / gathering space;
- Section 20.1.3. Children's tot-lot / playground with one play structure;
- Section 20.1.4. Covered pavilion structure at playground;
- Section 20.1.5. One (1) full-court and one (1) half-court basketball court;
- Section 20.1.6. Two (2) lighted tennis courts;
- Section 20.1.7. Multi-purpose playfield (not full-size regulation soccer field);
- Section 20.1.8. Hockey court;
- Section 20.1.9. Paved parking lot;

Section 20.2. Declarant, in its sole discretion, will determine the plans and specifications, design changes, modifications and final amenities to be constructed. The completion of that work, and the development, sale and other disposal of Lots, is essential to the establishment and welfare of the Property as a community. As used in this Section and its subparagraphs, the words "its successor or assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and St. Johns Forest established as a fully-occupied community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to permit the Association or any Member or Owner to take any action which:

Section 20.2.1. Prevents Declarant or the Association and their respective successors or assigns, or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Properties may be modified by Declarant at any time and from time to time, without notice); or

Section 20.2.2. Prevents Declarant, its successors or assigns or its or their contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing St. Johns Forest as a community and disposing of the same by sale, lease or otherwise; or

Section 20.2.3. Prevents Declarant, its successors or assigns or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading

and constructing improvements on the Properties and of disposing of Lots therein by sale, lease or otherwise; or

Section 20.2.4. Prevents Declarant, its successors or assigns, from determining, in its sole discretion, the nature of any type of improvements to be constructed as part of St. Johns Forest.

Any or all of the special rights and obligations of Declarant may be transferred, in whole or in part, to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records.

Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas, so long as Declarant owns any portion of the Property primarily for development and/or resale; provided, no such easement shall adversely interfere in a material manner with the use of the Common Area by the Members.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model lots and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by Declarant and the Clubhouse or any activity center which may be owned by the Association, as models, or information or sales offices, or for any other promotional purpose Declarant deems necessary or advisable to accomplish sale of Lots and homes within the Property.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect, unless subsequently approved by recorded consent signed by Declarant.

Section 20.3. **Future Easements and Modifications.** Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and, without limitation, to plat or replat portions of the Property for development of the Property. Declarant reserves the right to dedicate and convey to St. Johns County, Florida, upon its request, portions of the Property which are adjacent to the existing right-of-way for C.R. 210, which such portion of the Property may be utilized by the Property to increase the size of the existing road right-of-way for C.R. 210. The Association, any Neighborhood Association, each Owner and Merchant Builder agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the provisions of this Section 20.3.

Section 20.4. **Site Plan.** Declarant reserves the right to modify the Site Plan at any time it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR MERCHANT BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS,

TOPOGRAPHICAL TABLES, SALES BROCHURES AND OTHER PAPERS RESPECTING ST. JOHNS FOREST. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW ST. JOHNS FOREST WILL APPEAR UPON COMPLETION, AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

Section 20.5. **Right to Enforce.** Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community-Wide Standards and Rules and Regulations and to recover all costs relating thereto, including legal fees. Such right shall include the right to perform the obligations of the Neighborhood Associations and to recover all costs incurred in doing so.

Section 20.6. **Amendment.** This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE 21. CDD

Section 21.1. **General.** Declarant and each Owner acknowledge that Declarant has caused to be established the CDD, as defined in Chapter 190, Florida Statutes. The CDD will provide certain urban community development services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities permitted by Florida law. The CDD will impose assessments on the Lots within St. Johns Forest in accordance with applicable law. These assessments will pay for the construction, operation and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These assessments are in addition to county and all other taxes and assessments provided for by law. The CDD shall also have the power to levy ad valorem taxes as provided by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner, in which case they shall be payable directly to the St. Johns County Tax Collector, or they will appear on a separate bill issued to each Owner by the CDD. All taxes and assessments of the CDD shall constitute a lien upon those portions of St. Johns Forest owned by any Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

Section 21.2. **Assessments.** The Association and each Owner of a Lot covenant and agree, for themselves and their respective successors and assigns, to pay any and all community development assessments, fees, charges and taxes which may be imposed by the CDD upon such property to fund all or part of the cost of the acquisition, construction, operation and maintenance of community improvements and facilities, debt service thereof, and any other cost incurred by the CDD, and further agrees to abide by all of the CDD's rules and regulations, as they may be amended from time to time.

Section 21.3. **Required Disclosure.** Each contract for the initial sale of a Lot and/or home within the Property shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

THE CDD MAY IMPOSE AND LEVY TAXES, OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

ARTICLE 22. OTHER DISCLOSURES

Section 22.1. **Adjacent Agricultural Uses.** Property adjacent to, or in the vicinity of, the Property may be used for agricultural and equestrian purposes. Each Owner, by their acquisition of a Lot, acknowledges such uses may create noise or odors, or both, and is acquiring a Lot knowingly and voluntarily after such disclosure.

Section 22.2. **Buffer Fencing.** Buffer Tracts may be created by Plats of the Property. Buffer Tracts created to separate the Property from adjacent property may, pursuant to specific written agreement, be required to be fenced and landscaped. Such fencing and landscaping shall be maintained by the Association as required by the agreement, and the adjacent property owners shall be independent third party beneficiaries of the Association maintenance obligations with legal rights to enforce such obligations. The CDD is hereby granted a perpetual non-exclusive easement to install fencing and landscaping on Buffer Tracts.

[This space intentionally left blank]

ARTICLE 23.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Witness:

**TAYLOR WOODROW COMMUNITIES
AT ST. JOHNS FOREST, L.L.C.,**
a Florida limited liability company

Joanna Kealey
Print name: JOANNA KEALEY

By: C. Alexander Bratt
Print Name: C. Alexander Bratt
Its: Vice President

Gail A. Stuart
Print name: GAIL A. STUART

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of May, 2008, by C. Alexander Bratt, as Vice President of Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.



Patricia A Crane
My Commission CC941888
Expires July 25, 2004

Patricia A Crane
Notary Public, State of Florida at Large
Printed Name: PATRICIA A. CRANE
Commission No.
My Commission Expires:

JOINDER OF ASSOCIATION

2004. The undersigned hereby joins in this Declaration this 7th day of May.

Witness:

**ST. JOHNS FOREST MASTER
PROPERTY ASSOCIATION, INC.,**
a Florida not-for-profit corporation

Joanna Vealey
Print name: JOANNA VEALEY


By: C. Alexander Bratt
Print Name: C. Alexander Bratt
Its: Vice President

Gail A. Shugart
Print name: GAIL A. SHUGART

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of May, 2004, by C. Alexander Bratt, as Vice President of **St. Johns Forest Master Property Owners Association, Inc.**, a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me.

Patricia A. Crane
Notary Public, State of Florida at Large
Printed Name: **PATRICIA A. CRANE**
Commission No.
My Commission Expires:

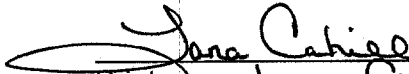
 Patricia A Crane
My Commission CC941889
Expires July 25, 2004


JOINDER OF CDD

The undersigned hereby joins in this Declaration this 6TH day of MAY, 2004.

Witness:

**ST. JOHNS FOREST COMMUNITY
DEVELOPMENT DISTRICT**


Print name: LANA CAHILL

By: 
Marc I. Spencer, Chairman


Print name: RITA JANE IACINO

ST. JOHNS FOREST UNIT ONE

BEING A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

CAPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTIONS 17 AND 18, AND SECTIONS 1 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'15" WEST, ALONG THE NORTH LINE OF SAID SECTION 18, AND THE SOUTH LINE OF SECTION 17, A DISTANCE OF 196.66 FEET, TO A POINT SITUATE IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, AS SHOWN ON ST. JOHNS COUNTY ROAD PLAT BOOK 1, PAGES 9, 10, 11, 12 AND 13, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AS ESTABLISHED FOR MAINTENANCE PURPOSES, SAID RIGHT OF WAY OF RUSSELL SAMPSON ROAD HAVING AN UNDETERMINED RIGHT OF WAY WIDTH; THENCE SOUTH 42°11'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 443.75 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539, OF SAID PUBLIC RECORDS; THENCE SOUTH 30°00'45" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 967.59 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 60°11'22" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 700.12 FEET, TO THE MOST SOUTHERLY CORNER THEREOF AND THE POINT OF BEGINNING; THENCE NORTH 29°51'46" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 878.31 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD; THENCE SOUTH 58°51'42" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 667.67 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 31°23'00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 369.89 FEET; THENCE SOUTH 58°51'13" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 358.28 FEET; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331, OF SAID PUBLIC RECORDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 30°59'00" EAST, 105.23 FEET; COURSE NO. 2: NORTH 25°04'06" EAST, 147.35 FEET; COURSE NO. 3: NORTH 43°53'44" EAST, 118.96 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS, AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, SAID RIGHT OF WAY AT THIS POINT BEING 100 FEET IN WIDTH, AS SHOWN ON THE PLAT OF MEEHAN ESTATES, AS RECORDED IN MAP BOOK 20, PAGES 34 AND 35 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°38'54" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 146.28 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4,439.30 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 299.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°34'54" EAST 299.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°30'53" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 71.53 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,281.08 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 257.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°45'58" EAST 256.63 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°01'03" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 397.76 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1026, PAGE 175 OF SAID PUBLIC

RECORDS; THENCE SOUTH 38°35'47" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 512.05 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 55°13'14" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 506.95 FEET; THENCE SOUTH 88°47'17" EAST, ALONG THE SOUTH LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 69.97 FEET, TO A POINT SITUATE IN THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'28" EAST, ALONG SAID LAST MENTIONED LINE AND ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1,404.55 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 41°11'29" WEST, A DISTANCE OF 0.36 FEET, TO A POINT SITUATE IN A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 137.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°45'36" EAST 136.43 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 453.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°35'16" EAST 438.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 135.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°22'50" EAST 135.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°04'52" EAST, A DISTANCE OF 47.44 FEET, TO POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 94.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°10'06" EAST 84.85 FEET, TO A POINT LYING 13.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 6-210, FORMERLY STATE ROAD NO. 5-210, (AS ESTABLISHED AS A 100 FOOT RIGHT OF WAY AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7851-250, DATED FEBRUARY 14, 1951), SAID RIGHT OF WAY PRESENTLY BEING VARIABLE IN WIDTH; THENCE SOUTH 57°44'40" WEST, PARALLEL TO AND 13.00 FEET NORTHWESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 6-210, A DISTANCE OF 665.28 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,229.01 FEET, SAID CURVE BEING CONCENTRIC TO AND 13.00 FEET NORTHWESTERLY OF THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 6-210, HAVING A RADIUS OF 2,242.01 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND CONCENTRIC TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 6-210, A DISTANCE OF 199.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°23'19" WEST, 199.17 FEET, TO A POINT SITUATE IN THE EASTERLY BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1373, PAGE 239, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 16°13'51" WEST, ALONG LAST SAID LINE, A DISTANCE OF 970.14 FEET; THENCE NORTH 61°46'51" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,030.39 FEET; THENCE SOUTH 89°23'20" WEST, ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,320.44 FEET, TO THE NORTHWEST CORNER THEREOF, AND A POINT SITUATE IN THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 17; THENCE NORTH 00°35'26" WEST, ALONG LAST SAID LINE, A DISTANCE OF 943.22 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 17; THENCE SOUTH 89°41'46" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 713.24 FEET, TO A POINT; THENCE NORTH 00°18'14" WEST, A DISTANCE OF 477.68 FEET, TO A POINT; THENCE NORTH 57°30'21" EAST, A DISTANCE OF 312.75 FEET, TO A POINT; THENCE SOUTH 73°41'27" EAST, A DISTANCE OF 157.38 FEET, TO A POINT; THENCE NORTH 63°19'02" EAST, A DISTANCE OF 206.20 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 184.75 FEET, TO A POINT; THENCE NORTH 60°36'28" EAST, A DISTANCE OF 60.35 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 130.00 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 160.00 FEET, TO A POINT; THENCE NORTH 30°13'30" EAST, A DISTANCE OF 191.84 FEET, TO THE MOST SOUTHERLY CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING.

CONTAINING 71,676.29 SQUARE FEET AND/OR 164.55 ACRES, MORE OR LESS.

EXHIBIT "B"

Department of State 11/20/2003 2:57 PAGE 1/2 RightFAX

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on November 18, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000317885. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N03000010050.

Authentication Code: 703A00062732-111903-N03000010050-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of November, 2003



Glenda E. Hood
Glenda E. Hood
Secretary of State

FAN Number: H03000317885 3

**ARTICLES OF INCORPORATION
OF
ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, desiring to form a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby executes and adopts the following Articles of Incorporation ("Articles"):

ARTICLE 1. NAME

The name of the corporation shall be **ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"). Its principal office address shall be at **8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202-4108**, and its principal mailing address shall be at **8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202-4108**, or at such other places as may be designated, from time to time, by the Board of Directors.

ARTICLE 2. NOT-FOR-PROFIT CORPORATION

The Association is a not-for-profit corporation.

ARTICLE 3. DURATION

The period of duration of the Association is perpetual. Existence of the Association shall commence with the filing of these Articles with the Secretary of State.

ARTICLE 4. PURPOSE

The purpose for which the Association is organized is to further the interests of the Members, including without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association (including, without limitation, those portions of the surface water management system to be operated, maintained and managed by the Association in a manner consistent with the St. Johns Water Management District permit conditions and applicable governmental regulations), and the protection of the Lots; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for St. Johns Forest (the "**Declaration**") to be recorded in the public records of St. Johns County, Florida, including the establishment and enforcement of payment of Assessments and fines contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Owners and their Lots. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE 5. POWERS

The powers of the Association shall include and be governed by the following provisions:

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5.1. **Common Law and Statutory Powers.** The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

5.2. **Necessary Powers.** The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

5.2.1. The power to fix, levy and collect Assessments against the Lots, as provided for in the Declaration.

5.2.2. The power to levy and collect Assessments for the costs of maintenance and operation of any portion of the surface water management system which is to be operated or maintained by the Association.

5.2.3. The power to expend monies collected for the purpose of paying the expenses of the Association, including, without limitation, costs and expenses of maintenance and operation of that portion of the surface water management system for which the Association is responsible.

5.2.4. The power to manage, control, operate, maintain, repair and improve the Area of Common Responsibility.

5.2.5. The power to purchase supplies, material and lease equipment required for the maintenance, repair, replacement, operation and management of the Area of Common Responsibility.

5.2.6. The power to insure and keep insured the Area of Common Responsibility as provided in the Declaration.

5.2.7. The power to employ the personnel required for the operation and management of the Association and the Area of Common Responsibility.

5.2.8. The power to pay utility bills for utilities serving the Common Area.

5.2.9. The power to pay all taxes and assessments which are liens against the Common Area.

5.2.10. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

5.2.11. The power to control and regulate the use of the Properties.

5.2.12. The power to make reasonable rules and regulations and to amend the same from time to time.

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5.2.13. The power to enforce by any legal means the provisions of these Articles, the Bylaws, the Declaration and the rules and regulations promulgated by the Association from time to time.

5.2.14. The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the Bylaws.

5.2.15. The power to enter into a contract with any person, firm, corporation or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Area of Common Responsibility.

5.2.16. The power to appoint committees as the Board of Directors may deem appropriate.

5.2.17. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Members for violation of the provisions of the Declaration, these Articles of Incorporation, the Bylaws or the rules and regulations.

5.2.18. Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Association and the Members.

5.2.19. The power to adopt, alter and amend or repeal the Bylaws of the Association as may be desirable or necessary for the proper management of the Association.

5.2.20. The power to provide any and all supplemental municipal services as may be necessary or proper.

5.2.21. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

5.3. **Funds and Title to Properties.** All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in the name of the Association for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association. Nothing herein shall prohibit the Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing service rendered to the Association.

5.4. **Limitations.** The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE 6. QUALIFICATIONS OF MEMBERSHIP

The qualifications for membership and the manner of admission shall be as provided by the Bylaws of the Association.

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ARTICLE 7. VOTING RIGHTS

The right to vote on Association matters shall be exercised by the Members as provided in the Declaration and Bylaws.

ARTICLE 8. LIABILITY FOR DEBTS

Neither the Members nor the officers or directors of the Association shall be liable for the debts of the Association.

ARTICLE 9. BOARD OF DIRECTORS

9.1. The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Association are:

<u>Name</u>	<u>Address</u>
Thomas R. Spence	14910 Race Track Road Tampa, Florida 33626
Rachel McDonald	2155 Loch Rane Boulevard Orange Park, FL 32073
Robert D. Feely	2155 Loch Rane Boulevard Orange Park, FL 32073

9.2. The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association, as are more fully set forth in the Declaration and the Bylaws of the Association.

9.3. The method of election and terms of office, removal and filling of vacancies shall be as set forth in the Bylaws of the Association.

ARTICLE 10. BYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration.

ARTICLE 11. CONSTRUCTION

These Articles of Incorporation and the Bylaws of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation

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or the Bylaws, the following order of priority shall apply: the Declaration, the Articles of Incorporation and the Bylaws.

ARTICLE 12. SOLE INCORPORATOR

The name and address of the sole incorporator are as follows:

Marc I. Spencer
877 Executive Center Drive, W., Suite 205
St. Petersburg, Florida 33702-2472

ARTICLE 13. INDEMNIFICATION

The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by applicable Florida Statutes, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including, but not limited to, the advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of Members or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

ARTICLE 14. OFFICERS

The affairs of the Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors at each annual meeting shall elect, to serve for a term of one (1) year, a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate.

ARTICLE 15. AMENDMENT

Until the Turnover Date (as defined in the Declaration), the Board of Directors may amend these Articles of Incorporation in its sole and absolute discretion. After the Turnover Date, amendments to these Articles of Incorporation shall require the affirmative vote of Members casting two-thirds (2/3rds) of the total votes in the Association in favor of such amendment.

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ARTICLE 16. REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be **Marc I. Spencer**, and the street address of the registered office of the Association shall be **877 Executive Center Drive W., Suite 205, St. Petersburg, Florida 33702-2472**.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this November 18, 2003.




Marc I. Spencer, Incorporator

**STATE OF FLORIDA
COUNTY OF PINELLAS**

The foregoing Articles of Incorporation were acknowledged before me by Marc I. Spencer, incorporator named therein. He is personally known to me and did take an oath.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal under the laws of the State of Florida, this November 18, 2003.



Notary Public, State of Florida



Rita Jane Iacino
Commission # CC 967195
Expires Dec. 20, 2004
Bonded Through
Atlantic Bonding Co., Inc.

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ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I AM FAMILIAR WITH AND ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY.



MARC I. SPENCER, Registered Agent

DATE: November 18, 2003

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**BYLAWS
OF
ST. JOHNS FOREST MASTER
PROPERTY OWNERS ASSOCIATION, INC.**

This document was prepared by:

Marc I. Spencer, Attorney
Taylor Woodrow Communities at St. Johns Forest
8430 Enterprise Circle
Suite 100
Bradenton, Florida 34202
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**BYLAWS
OF
ST. JOHNS FOREST MASTER
PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE 1
IDENTITY**

1. **Name.** The name of the corporation is **St. Johns Forest Master Property Owners Association, Inc.** (the "**Association**").
2. **Principal Office.** The initial principal office of the Association is at 2220 CR210 West, Suite 108, Jacksonville, Florida 32259. Mailings to the Association should be sent to the principal office, together with a copy to the Association c/o Taylor Woodrow Communities, 8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202.
3. **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Association where a seal may be required.
4. **Adoption.** These bylaws ("**Bylaws**") have been adopted as the Bylaws of the Association.
5. **Definitions.** Terms used in these Bylaws capitalized but not defined here are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for St. Johns Forest (the "**Declaration**") and shall have the same meaning in these Bylaws as in the Declaration.

**ARTICLE 2
POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF**

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these Bylaws or by law. As provided by Florida law, the Association shall have the power to own and convey property, and to sue and be sued.

**ARTICLE 3
MEMBERSHIP**

1. **Membership and Voting.** The Association shall have the following two (2) classes of membership: Class "A" Members and the Class "B" Member, as described in the Declaration. The terms of membership described in the Declaration, including, without limitation, voting rights, are incorporated herein by reference.
2. **Turnover Date.** The "**Turnover Date**" shall be the date on which control of the Association's Board of Directors is turned over from the Declarant to the Members. The Turnover Date shall occur on the occurrence of the earlier of the following conditions:

- (a) three (3) months after the sale of ninety percent (90%) of the Lots permitted for the Properties to Persons other than Declarant or Merchant Builders (as defined in the Declaration); or
- (b) such earlier date, as determined by the Class "B" Member, in its sole and absolute discretion.

The Declarant shall continue to be able to appoint one (1) member to the Board of Directors as long as Declarant or Merchant Builders holds for sale in the ordinary course of business at least five percent (5%) of the Lots. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote all of its voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE 4 MEMBERS' MEETINGS

1. **Date and Place of Meetings.** Meetings of the Members shall be held on the date and at the place designated by the Board of Directors in St. Johns County, Florida.

2. **Annual Meetings.** An annual meeting of the Members shall be held once every calendar year. Subject to ARTICLE 5, at each annual meeting, the Members shall elect the Board of Directors of the Association and may conduct such other business as may be properly be brought before the meeting.

3. **Special Meetings.** The President of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Directors or, if after the Turnover Date, upon a petition signed by the Members representing at least ten percent (10%) of the total votes of the Members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4. **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail or any other manner complying with law, to each Member, not more than fifty (50) nor less than twenty (20) days before the date of such meeting, by or at the direction of the President or the Secretary. In addition, such notice shall be posted in a conspicuous place within the Property on the date of its mailing to the Members.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Members at his or her address as it appears on the records of the Association.

5. **Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

6. **Adjournment of Meetings.** If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the

time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 4 of this ARTICLE 4; however such notice shall be subject to the time constraints of this Section 6.

7. **Vote Required.** When a quorum is present at any meeting, a majority of the votes represented by Members represented (in person or by proxy) at such meeting shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these Bylaws or any applicable law provides otherwise. In the case of a Member which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such entity shall be entitled to cast the vote(s) on behalf of such Member. There shall be no cumulative voting for directors.

8. **Proxies.** Members may vote by limited proxy but not by general proxy.

9. **Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board of Directors may establish policies and rules for conduct at meetings, including reasonable time limits, for member comments.

10. **Recording.** Any Owner may tape record or videotape meetings of the Board of Directors or Members' meetings. The Board of Directors may adopt reasonable rules governing the taping of meetings.

ARTICLE 5 ELECTION OF BOARD OF DIRECTORS

1. **Number of Directors.** The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than ten (10). The initial Board shall be those named in the Articles of Incorporation.

2. **Election or Appointment of Directors.** Prior to the Turnover Date, the Declarant shall have the right to appoint all the members of the Board of Directors. The Declarant shall initially appoint three (3) persons who shall serve as the initial Board of Directors. At the meeting of the Members on the Turnover Date, the Board shall be established at an odd number equal to the number of directors to be elected by the Members, which number shall be no more than nine (9), provided in addition to such elected directors, the directors appointed by Declaration as set forth in Article III, Section 2 shall serve. The Declarant shall call for an election to be held on the Turnover Date. On the Turnover Date, the following shall occur: (a) the existing directors shall resign; and (b) the directors elected by the Members shall take office. The Declarant may, in its sole and absolute discretion, permit the Members to elect a portion of the directors earlier than the Turnover Date.

Directors elected by the Members shall serve for annual terms (except the Board of Directors elected on the Turnover Date which shall serve until the next annual meeting) and shall be elected by Members at large. Elections by Members shall be by sealed ballot in accordance

with policies and procedures adopted by the Board of Directors. After the Turnover Date, ballots shall be tallied at the annual meeting.

In addition to any directors elected by the Members representing the Class "A" Members, the Declarant shall have the right to appoint, after the Turnover Date, one (1) director until such time as ninety-five percent (95%) of the Lots in St. Johns Forest are conveyed to Persons other than Merchant Builders.

3. **Qualifications for Election.** Except with respect to directors appointed by the Declarant, all directors shall be Members who are not in arrears in payments due the Association.

4. **Nomination of Directors.** Immediately prior to the Turnover Date and each year thereafter, the Board of Directors will appoint a Nominating Committee consisting of no less than three (3) Members who are not on the Board. The Nominating Committee will nominate qualified candidates for inclusion on the ballot to be mailed to Members. Members nominated by the Nominating Committee who do not desire to run may withdraw upon written notice to the Nominating Committee. Members may nominate themselves as a candidate for the Board at a meeting where the election is to be held.

Any names of any nominees approved by the Nominating Committee, after having been certified by the Secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of these Bylaws and the policies adopted by the Nominating Committee shall be included in any ballot mailing to the Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members through inclusion of brief resume with the ballot package. The Nominating Committee may develop a standard resume for and dictate maximum resume length, which shall be uniform for all candidates.

Write-in candidates are also permitted.

Family members of candidates seeking nomination may not sit on the Nominating Committee.

The Nominating Committee shall approve, at a minimum, if sufficient candidates are available, a minimum of two (2) candidates for each position on the Board.

5. **Removal of Directors and Vacancies.** Any director appointed may be removed, with or without cause, only by the party entitled to appoint or elect the director. Any director elected by the Members may be removed, with or without cause, by a petition signed by a majority of the Members who were entitled to elect such director calling for removal. Upon removal of an elected director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term of such director.

Any elected director who has three (3) consecutive, unexcused absences, as determined by the Board, from Board meetings or any elected director who is delinquent in the payment of any Assessment or other charges due the Association for more than thirty (30) days may be removed by a majority of the directors present at such regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability or resignation of a director elected by the Members, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director. In the event the Board does not fill vacancies sufficient to constitute a quorum, any Member may

apply to the circuit court having jurisdiction over the community served by the Association for appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association, by certified or registered mail, and post in a conspicuous place on the Property a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of vacancies so that a quorum can be assembled, the Member may proceed with the petition. The Association shall be responsible for the salary of the receiver, court costs, attorneys' fees and all other expenses of the receivership. The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Association fills a sufficient number of vacancies on the Board to constitute a quorum or until vacancies have been filled by election. The Declarant shall replace its appointed directors upon death, disability, removal or resignation.

6. **Compensation.** No director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

7. **Fiduciary Duty.** The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development of St. Johns Forest and the purpose of the Association.

ARTICLE 6 MEETINGS OF BOARD OF DIRECTORS

1. **Organizational Meeting.** The organizational meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Members at such time and place as shall be fixed by the Board of Directors.

2. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. The Board of Directors shall be required to meet one (1) time per year, provided, commencing with the Turnover Date, at least four (4) regular meetings shall be held during each fiscal year with at least one (1) per quarter. Provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting shall be posted in a conspicuous place within St. Johns Forest at least forty-eight (48) hours prior to the time of the meeting, unless the meeting is an emergency special meeting. At such time as the Association has one hundred (100) or more Members, notice of meetings of the Board of Directors may be published in community publications or through electronic media or, in the alternative, the Board may provide Members with a pre-arranged schedule of meetings of the Board.

3. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The giving of notice of any special meeting shall comply with the notice provisions set forth in Section 2 of this ARTICLE 6.

4. **Meetings Concerning Assessments.** An Assessment may not be approved levied at a Board meeting, unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

5. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

6. **Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. No votes at any Board of Directors meeting shall be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers.

7. **Open Meetings.** Except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Member may speak. Any minutes of meetings between the Board of Directors and its attorney shall be kept confidential.

8. **Telephone Meetings.** Any regular or special meeting of the Board of Directors may be held by telephone or video conference, at which each participating director and Member in attendance can hear and be heard by all other participating directors and Members.

ARTICLE 7 OFFICERS

1. **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Vice Presidents, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary or President and Treasurer.

2. **Election, Term of Office and Vacancies.** The officers of the Association shall be elected at the organizational meeting of the Board of Directors and thereafter, annually by the Board of Directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

3. **Removal.** Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a director who also is an officer shall automatically act as a removal from such director's position as an officer.

4. **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE 8 DUTIES OF OFFICERS

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

1. **President.** The President shall be the chief executive officer of the Association and shall:

- (a) Act as presiding officer at all meetings of the Members and the Board of Directors.
- (b) Call special meetings of the Members and the Board of Directors.
- (c) Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
- (d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.
- (e) Act as an ex-officio member of all committees and render an annual report at the annual meeting of Members.

2. **Vice President.** The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the directors.

3. **Secretary.** The Secretary shall have the following duties and responsibilities:

- (a) Attend all regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
- (b) Have custody of the corporate seal, if any, and affix the same when necessary or required.
- (c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.
- (d) Have custody of the minute book of the meetings of the Board of Directors and Members and act as agent for the transfer of the corporate books.

4. **Treasurer.** The Treasurer shall:

- (a) Receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Association which he or she shall keep or cause to be kept safely deposited.
- (b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver the books to his

or her successor. The Treasurer shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his or her office to the Members at the annual meeting and make all reports required by law.

The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE 9 MANAGEMENT AND COMMITTEES

1. **Management.** The Association may retain a management company or manager to perform any or all of its functions. The Board of Directors and/or officers may delegate such authority to the management company or manager as is deemed appropriate by the Board of Directors and/or officers from time to time.

2. **Committees.** The Board of Directors, may, from time to time, appoint committees. Any committee appointed by the Board shall perform such tasks, serve for such periods, and operate in accordance with the terms of a resolution adopted by the Board.

3. **Neighborhood Committee.** A committee for each Neighborhood which is not subject to Neighborhood Documents may be established. If a Neighborhood Committee is to be established, at such time as ninety percent (90%) of the Lots within the Neighborhood are conveyed to Persons other than Merchant Builders, the Neighborhood Committee shall be elected or appointed as determined by Supplemental Declaration. A Neighborhood Committee shall solely be advisory to the Board of Directors on governing issues affecting the Neighborhood and maintenance of Exclusive Common Areas. A Neighborhood Committee shall not be required for any Neighborhood subject to Neighborhood Documents, in such event the Board of Directors of the Neighborhood Association acting as the Neighborhood Committee. Prior to election of a Neighborhood Committee, the Declarant may appoint the Neighborhood Committee, members of which shall not be required to be Owners within the Neighborhood or Class "A" members.

4. **Powers of Committees.** The several committees shall provide advice and recommendations, however such committees and the individual members thereof shall have no duty, power or authority to act on behalf of the Board of Directors or the Association. All committees shall be advisory only and shall report to and be under the supervision of the Board of Directors. Committee members may be removed, with or without cause, upon majority vote of the Board of Directors.

5. **Committee Meetings.** All committee meetings shall be open to all Members. Notice of the time and place of any committee meeting shall be posted in a conspicuous place upon the Property at least forty-eight (48) hours prior to the time of the meeting. At such time as the Association has one hundred (100) or more Members, notice of committee meetings may be published in community publications or through electronic media or, in the alternative, each committee may provide Members with a pre-arranged schedule of meetings.

6. **Design Review Committee.** The Design Review Committee shall be organized and governed by the Declaration. The Association does not have the right to appoint the Design Review Committee prior to the Declarant's initial sale of Lots to be developed in St. Johns Forest to Persons other than Merchant Builders.

ARTICLE 10 ENFORCEMENT

1. **Enforcement.** The Board of Directors shall have the power to (a) impose reasonable fines, not to exceed any maximum amount provided by law per violation, which shall constitute an automatic and continuing lien upon the Lot of the violating Owner, (b) preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from St. Johns Forest for violation of any duty imposed under the Declaration, these Bylaws or the Rules and Regulations, (c) suspend an Owner's and his or her family or guests' right to use the Common Areas, provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from their Lot, (d) suspend of use of automatic or electronic gate openers; and (e) suspend the vote allocated to a Class "A" Member for nonpayment of Common Assessments delinquent in excess of ninety (90) days. In the event that any occupant of an Owner's Lot violates the Declaration, these Bylaws or the Rules and Regulations and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. Fines may be levied on a periodic basis for continuing violations, each such day or period being deemed a separate violation. Fines are considered Benefit Assessments. The failure of the Board of Directors to enforce any provision of the Declaration or Bylaws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

2. **Notice.** Prior to imposition of any sanction hereunder which involves a fine or exclusion from access to use any portion of the Property for a period in excess of fourteen (14) days, the Board of Directors or its delegate shall serve the accused with written notice describing

- (a) the general nature of the alleged violation, the proposed sanction to be imposed,
- (b) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and
- (c) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within fourteen (14) days of the notice.

A hearing shall not be required for suspension for failure to pay amounts owed to the Association in a timely manner.

3. **Hearing.** If a hearing is requested within the allotted fourteen (14) day period, the sanction shall, unless the Board determines otherwise for health, safety or welfare, be stayed pending the hearing, which shall be held before a committee comprised of at least three (3) Members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The committee shall set the date and time of the hearing, which shall be within ten (10) days of the receipt of the notice requesting a hearing. Hearings shall be informal and provide the accused an opportunity to explain or resolve his or her acts or omissions. The Association shall not be required to provide any evidence or testimony at a hearing. If the committee, by majority

vote, does not approve a proposed fine or suspension, it may not be imposed. Proof of proper notice shall be placed in the records of the Association. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of any hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

4. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these Bylaws or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' fees actually incurred by the Association.

ARTICLE 11 FISCAL MANAGEMENT

1. **Fiscal Year.** The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

2. **Depositories.** The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

3. **Expenses.** The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 of this Article.

4. **Reserve Accounts.** The Association may (but shall not be obligated to) establish and maintain a reserve account for the periodic capital repair, replacement and additions to the Common Areas.

5. **Budget.** The Board of Directors shall adopt a budget for each fiscal year as provided in the Declaration. The Association shall provide each Member with a copy of the budgets or a written notice that a copy of the budgets is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request from a Member.

6. **Fidelity Bonds.** The Association shall, if available at a reasonable cost, purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any management agent who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

- (a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.
- (b) The premiums for bonds shall be paid by the Association.

- (c) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force.
- (d) Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be canceled or substantially modified for any reason.

7. **Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed in connection with financial statements prepared by the Association;
- (b) accounting controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by a manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- (e) any financial or other interest which a manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Lot is sold, financial reports shall be prepared for the Board at least annually containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis (excluding depreciation and amortization);
 - (ii) variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iii) a balance sheet as of the last day of the preceding period;
 - (iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment shall be considered delinquent fifteen [15] days after the due date, unless otherwise determined by the Board of Directors);
- (g) an annual report consisting of at least the following shall be prepared within sixty (60) days after the close of the fiscal year: (1) financial statements shall be presented in conformity with generally accepted accounting principles; or (2) a financial report of actual receipts and expenditures on a cash basis, which report must show: (a) the amounts of receipts and expenditures by classification and (b) the beginning and ending cash balances of the Association. The annual report referred to above shall not be required to be audited by a Certified Public Accountant, provided the Board may authorize an audit as a Common Expense. The Association shall provide each Member with a copy of the annual report or a written notice that a copy of the annual report is available upon request at no charge to a Member, and a copy shall be provided to a Member within ten (10) business days after receipt of a written request;
- (h) accounting records of the Association shall be maintained for at least seven (7) years after the date of the records.

8. **Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

9. **Books and Records.**

(a) **Inspection by Owners and Mortgagees.** The Declaration, Articles of Incorporation, Bylaws, Amendments and Supplements to the Declaration, Articles of Incorporation and Bylaws; membership register, financial and accounting records; minutes of meetings of the Members, the Board and committees; current insurance policies; Association contracts, and copies of plans, permits, warranties and other items shall be made available for inspection and copying by Owner, any Owner's mortgagee, or their duly appointed representatives at any reasonable time and for a purpose reasonably related to their interest at the office of the Association. Such records shall include accurate records of all receipts and expenditures, a current account for each Owner, which account shall designate the names and addresses of the Owner who is obligated to pay the Assessment, the due date and amount of each Assessment, the date and amount of each payment upon the account and the balance due. Accounts of Owners shall only be available for inspection by the Board, the officers and the Owner or such Owner's mortgagee, unless otherwise required by law. Except as may be required by law, minutes of grievance hearings will not be released to any Person other than the Person subject to the disciplinary action. Books and records of the Association may be kept at the Association office at the Properties or off-site at the office designated by the Declarant. Books and records of the Association shall be maintained for a period of at least seven (7) years after the date of the books and records.

(b) **Rules for Inspection.** The Association shall make the foregoing records available for inspection and/or copying within ten (10) business days after written request for inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when an inspection may be made;
- and
- (iii) payment of the cost of reproducing copies of documents requested.

10. **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

11. **Insurance.** The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Association and the Owners. Policies must be retained by the Association for at least seven (7) years.

ARTICLE 12 MISCELLANEOUS

1. **Parliamentary Rules.** Robert's Rules of Order (then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration or these Bylaws.

2. **Construction.** If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration and/or these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

3. **Validity.** If any Bylaw or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw or Rule or Regulation.

4. **Gender, etc.** The use of any gender shall include all other genders. The singular shall include the plural, and the plural shall include the singular.

5. **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (a) if to an Owner or a Member or the Association, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or
- (b) if to the Association, the Board of Directors, or the manager, at the principal office of the Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

6. **Dissolution.** The Association shall exist in perpetuity; however if the Association is dissolved, the Articles of Incorporation must provide that the property consisting of the surface water management system and the right of access to the property containing the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.

7. **Amendment.**

- (a) **Prior to the Turnover Date.** Prior to the Turnover Date, the Declarant may amend these Bylaws in its sole and absolute discretion and Members shall have no right to amend these Bylaws.
- (b) **After the Turnover Date.** After the Turnover Date, Amendments to these Bylaws shall require the affirmative vote of a majority of the Board of Directors and a majority of the Members; provided, however, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments to the Bylaws shall be effective upon adoption and recordation in the Public Records of St. Johns County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

8. **Rules and Regulations.** The Association, through the Board of Directors, shall adopt Rules and Regulations consistent with the rights and duties established by the Declaration. The Rules and Regulations, as amended, duly adopted by the Board, shall by reference be incorporated herein.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of St. Johns Forest Master Property Owners Association, Inc., a Florida not-for-profit corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 5th day of May, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this 1st day of May, 2004.

C. Alexander B. J.
Secretary
(Seal)



7802

(36)

4.2

This document was prepared by
and should be returned to:

William D. Tyler, Esquire
Nabors, Giblin & Nickerson, P.A.
Suite 1060, 2502 Rocky Point Drive
Tampa, Florida 33607

RET ENV→

TAYLOR, WOODROW
8430 ENTERPRISE CIR #100
BRADENTON, FL 34202

Public Records of
St. Johns County, FL
Clerk# 03-058708
O.R. 2022 PG 1866
03:02PM 08/14/2003
REC \$145.00 SUR \$18.50

DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS

The undersigned, authorized officers of the members of Taylor Woodrow Communities At St. Johns Forest, L.L.C., a Florida limited liability corporation (the "Landowner") and the sole owner of the land described in Exhibit A hereto (the "Land") and located within the boundaries of the District (hereinafter defined), intending that it and its successors in interest shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. St. Johns Forest Community Development District (the "District") is, and has been at all times relevant hereto, a legally created, duly organized, and validly existing community development district under the provisions of Florida Statutes, Chapter 190, the members of the Board of Supervisors of the District (the "Supervisors") and officers as constituted to and including the date of this Declaration were duly elected to their respective positions in accordance with all requirements of Federal and Florida law including the Constitution of the United States of America and of the State of Florida and had the authority and right to authorize, approve, and undertake all actions of the District referred to herein.

2. The Landowner, its heirs, successors and assigns hereby confirm and agree that the special assessments imposed by Resolutions 2003-17, 2003-18, 2003-20, 2003-23 and 2003-28 (collectively, the "Assessment Proceedings"), including any true up payments required to be paid pursuant to the Assessment Methodology Report, are valid, legal, binding liens against the Land, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. The Landowner acknowledges and agrees that it was present at the meeting of the Board of Supervisors of the District upon the adoption of the foregoing Resolutions, that such meetings were properly noticed meetings of such Board, and further that it does hereby waive any irregularity in any notice which could be asserted as being applicable under provisions of Florida law in connection with the adoption of such Resolutions.

3. The Landowner, its heirs, successors and assigns, hereby waive the right granted in Chapter 170.09, Florida Statutes, to prepay the special assessments within thirty (30) days after the improvements are completed without interest, in consideration of limiting the amount of capitalized interest which was

required to be borrowed by the District, thereby reducing the amount of the special assessments and in consideration of the rights granted by the District to prepay the special assessments in full at anytime under the circumstances set forth in the resolution of the District levying the special assessments.

THE DECLARATIONS, ACKNOWLEDGMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS

Dated this 7th day of July, 2003.

WITNESSES

**TAYLOR WOODROW COMMUNITIES
AT ST. JOHNS FOREST, L.L.C.**, a Florida
limited liability company

Barbara Hoffman
[Signature]

[Signature]
By: Keith Bass
Its: president

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 8 day of July, 2003.

(SEAL)

Gail A Shugart

Name:

Notary Public, State of Florida

My Commission Expires



Gail A. Shugart
MY COMMISSION # CC965125 EXPIRES
September 22, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Personally Known ~~G~~ or ~~Produced Identification~~ ~~G~~

Type of Identification Produced _____

EXHIBIT "A"
to
Declaration of Consent to Jurisdiction of
Community Development District
and to Imposition of Special Assessments

Sixteen (16) roadway, wetland and lake areas , as described on the attached Exhibits "A" through "P".

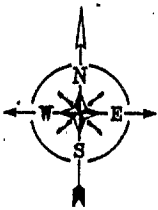
ENTRANCE ROAD

MAP SHOWING SKETCH OF

EXHIBIT "A"

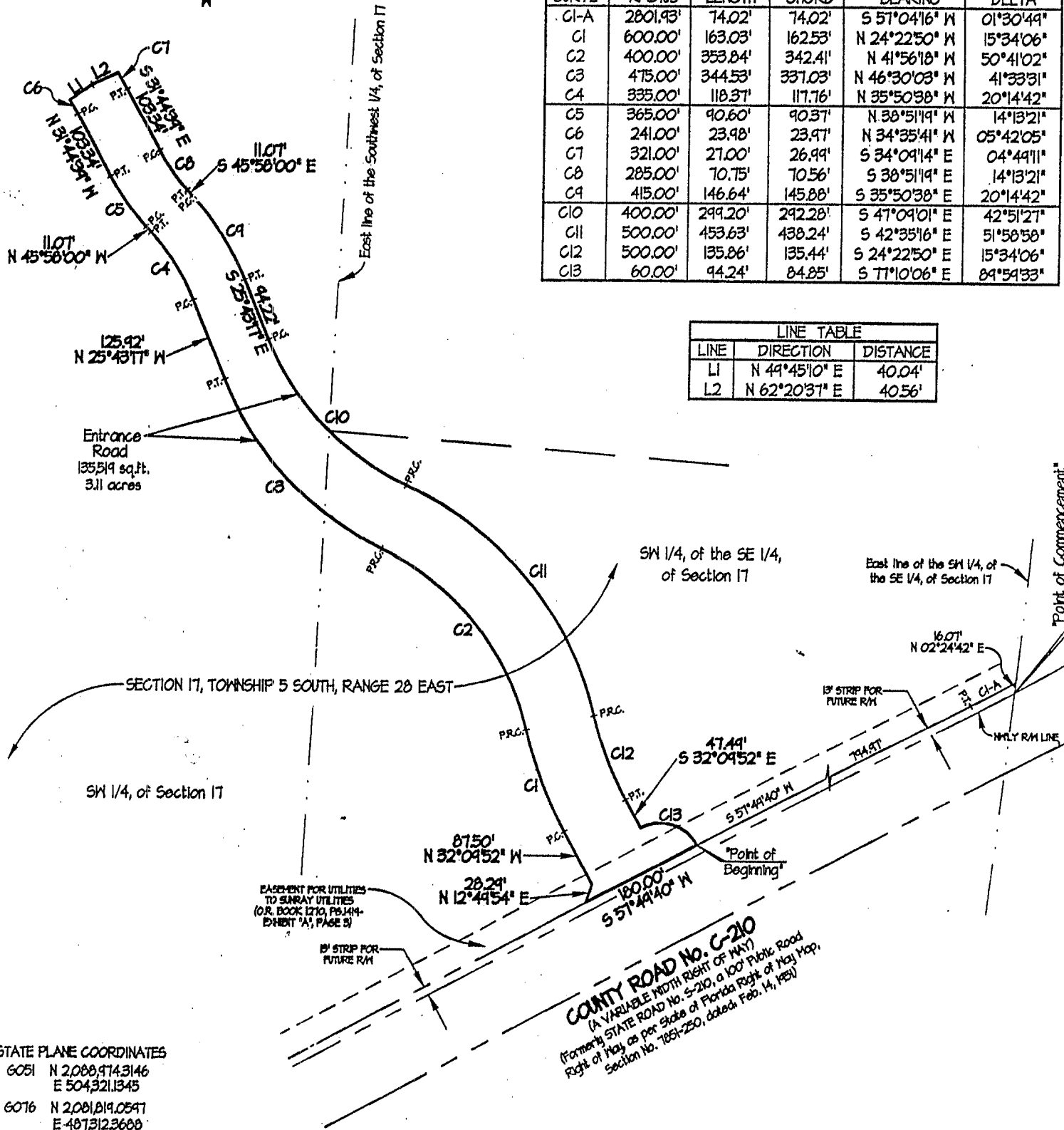
A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)

0R2022P61870



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1-A	2801.93'	74.02'	74.02'	S 57°04'16" W	01°30'49"
C1	600.00'	163.03'	162.53'	N 24°22'50" W	15°34'06"
C2	400.00'	353.84'	342.41'	N 41°56'18" W	50°41'02"
C3	475.00'	344.53'	337.03'	N 46°30'03" W	41°33'31"
C4	335.00'	118.37'	117.76'	N 35°50'38" W	20°14'42"
C5	365.00'	90.60'	90.37'	N 38°51'19" W	14°13'21"
C6	241.00'	23.98'	23.97'	N 34°35'41" W	05°42'05"
C7	321.00'	27.00'	26.99'	S 34°09'14" E	04°49'11"
C8	285.00'	70.75'	70.56'	S 38°51'19" E	14°13'21"
C9	415.00'	146.64'	145.88'	S 35°50'38" E	20°14'42"
C10	400.00'	299.20'	292.28'	S 47°09'01" E	42°51'27"
C11	500.00'	453.63'	438.24'	S 42°35'16" E	51°58'58"
C12	500.00'	135.86'	135.44'	S 24°22'50" E	15°34'06"
C13	60.00'	44.24'	84.85'	S 77°10'06" E	89°54'33"

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 44°45'10" E	40.04'
L2	N 62°20'37" E	40.56'



STATE PLANE COORDINATES

6051 N 2088.9743146
E 504321.1345
6076 N 2081.8190547
E 487312.3668

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

Notes:

1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (S.O.) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NUMBER 120071 - MAP REVISED DATE 6-15-04
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	P.M.T.	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A.C.	AIR CONDITIONER
P.T.	POINT OF TANGENCY	N	NORTH
P.C.C.	POINT OF COMPOUND CURVE	O.H.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R=	RADIUS EQUALS
R/W	RIGHT OF WAY	L=	ARC LENGTH EQUALS
O.R.V.	OFFICIAL RECORDS VOLUME	CH=	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	Δ=	DELTA OR CENTRAL ANGLE EQUALS
P.G.	PAGE	IN	INCHES

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (LB 666)
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE: JUNE 10, 2003

SCALE: 1" = 200'

JOB NO.: 13502

F. BOOK(S): N/A

PAGES: N/A

COMPUTER: ENTRANCEDMG

FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
7850 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

[Signature]
JONATHAN B. BOWEN, STATE OF FL

ENTRANCE ROAD

A PORTION OF SECTION 17, TOWNSHIP 5 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 EAST LINE OF THE SOUTHWEST $\frac{1}{4}$, OF THE SOUTHEAST $\frac{1}{4}$, OF SAID SECTION 17, WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210 WEST, FORMERLY STATE ROAD NO. S-210, (AS ESTABLISHED AS A 100 FOOT RIGHT OF WAY AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7851-250, DATED FEBRUARY 14, 1951), SAID RIGHT OF WAY PRESENTLY BEING VARIABLE IN WIDTH, SAID NORTHWESTERLY RIGHT OF WAY LINE BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,814.93 FEET; THENCE NORTH $02^{\circ}24'42''$ EAST, ALONG SAID EAST LINE, A DISTANCE OF 16.07 FEET, TO A POINT SITUATE IN A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,801.93 FEET, SAID CURVE LYING 13.00 FEET NORTHWESTERLY OF AND CONCENTRIC TO AFORESAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 74.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $57^{\circ}04'16''$ WEST 74.02 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $57^{\circ}49'40''$ WEST, ALONG A LINE BEING 13.00 FEET NORTHWEST AND PARALLEL TO SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 794.97 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $57^{\circ}49'40''$ WEST, A DISTANCE OF 180.00 FEET, TO A POINT LYING 13.00 FEET NORTHWEST AND PARALLEL TO AFORESAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH $12^{\circ}49'54''$ EAST, A DISTANCE OF 28.29 FEET, TO A POINT; THENCE NORTH $32^{\circ}09'52''$ WEST, A DISTANCE OF 87.50 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 163.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $24^{\circ}22'50''$ WEST 162.53 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 353.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $41^{\circ}56'18''$ WEST 342.41 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 344.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $46^{\circ}30'03''$ WEST 337.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $25^{\circ}43'17''$ WEST, A DISTANCE OF 125.92 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 335.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 118.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $35^{\circ}50'38''$ WEST 117.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $45^{\circ}58'00''$ WEST, A DISTANCE OF 11.07 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 365.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 90.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $38^{\circ}51'19''$ WEST 90.37 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $31^{\circ}44'39''$ WEST, A DISTANCE OF 103.34 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 241.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 23.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $34^{\circ}35'41''$ WEST 23.97 FEET, TO A POINT; THENCE NORTH $49^{\circ}45'10''$ EAST, A DISTANCE OF 40.04 FEET, TO A POINT; THENCE NORTH $62^{\circ}20'37''$ EAST, A DISTANCE OF 40.56 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 321.00

FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 27.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°09'14" EAST 26.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 31°44'39" EAST, A DISTANCE OF 103.34 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 285.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 70.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°51'19" EAST 70.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°58'00" EAST, A DISTANCE OF 11.07 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 415.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 146.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°50'38" EAST 145.88 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°43'17" EAST, A DISTANCE OF 94.22 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 299.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°09'01" EAST 292.28 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 453.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°35'16" EAST 438.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 135.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°22'50" EAST 135.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°09'52" EAST, A DISTANCE OF 47.49 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 94.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°10'06" EAST 84.85 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.11 ACRES AND/OR 135,519 SQUARE FEET, MORE OR LESS.

MAP SHOWING SKETCH OF

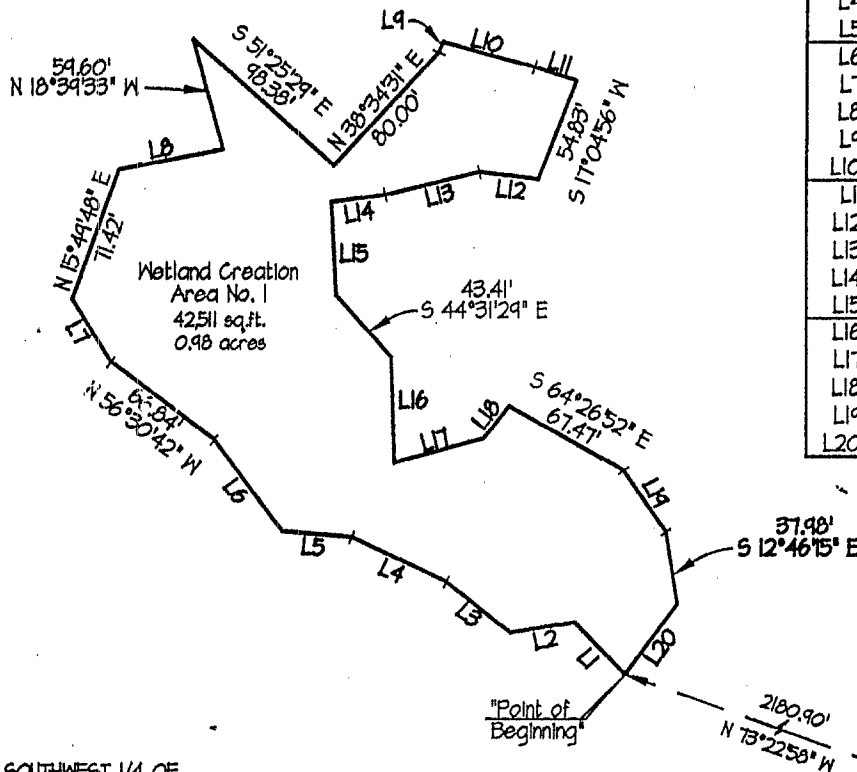
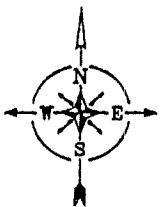
OR 2022 P 61873

WETLAND CREATION AREA NO. 1

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, THENCE NORTH 73°22'58" WEST, A DISTANCE OF 2180.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°44'00" WEST, A DISTANCE OF 38.35 FEET, TO A POINT; THENCE SOUTH 76°44'03" WEST, A DISTANCE OF 33.49 FEET, TO A POINT; THENCE NORTH 54°02'43" WEST, A DISTANCE OF 42.82 FEET, TO A POINT; THENCE NORTH 68°30'28" WEST, A DISTANCE OF 53.96 FEET, TO A POINT; THENCE NORTH 88°35'56" WEST, A DISTANCE OF 35.78 FEET, TO A POINT; THENCE NORTH 40°00'29" WEST, A DISTANCE OF 54.59 FEET, TO A POINT; THENCE NORTH 56°30'42" WEST, A DISTANCE OF 66.84 FEET, TO A POINT; THENCE NORTH 34°22'35" WEST, A DISTANCE OF 34.11 FEET, TO A POINT; THENCE NORTH 15°44'48" EAST, A DISTANCE OF 71.42 FEET, TO A POINT; THENCE NORTH 75°17'05" EAST, A DISTANCE OF 54.46 FEET, TO A POINT; THENCE NORTH 18°34'33" WEST, A DISTANCE OF 54.60 FEET, TO A POINT; THENCE SOUTH 51°25'29" EAST, A DISTANCE OF 98.38 FEET, TO A POINT; THENCE NORTH 38°34'31" EAST, A DISTANCE OF 80.00 FEET, TO A POINT; THENCE NORTH 19°23'44" EAST, A DISTANCE OF 5.62 FEET, TO A POINT; THENCE SOUTH 78°03'36" EAST, A DISTANCE OF 48.89 FEET, TO A POINT; THENCE SOUTH 75°28'34" EAST, A DISTANCE OF 22.64 FEET, TO A POINT; THENCE SOUTH 17°04'56" WEST, A DISTANCE OF 54.83 FEET, TO A POINT; THENCE NORTH 86°44'32" WEST, A DISTANCE OF 30.57 FEET, TO A POINT; THENCE SOUTH 72°32'19" WEST, A DISTANCE OF 49.79 FEET, TO A POINT; THENCE SOUTH 78°35'04" WEST, A DISTANCE OF 27.94 FEET, TO A POINT; THENCE SOUTH 06°35'50" EAST, A DISTANCE OF 48.48 FEET, TO A POINT; THENCE SOUTH 44°31'29" EAST, A DISTANCE OF 43.41 FEET, TO A POINT; THENCE SOUTH 05°23'33" EAST, A DISTANCE OF 54.74 FEET, TO A POINT; THENCE NORTH 70°54'20" EAST, A DISTANCE OF 47.51 FEET, TO A POINT; THENCE NORTH 35°03'31" EAST, A DISTANCE OF 21.00 FEET, TO A POINT; THENCE SOUTH 64°26'52" EAST, A DISTANCE OF 67.47 FEET, TO A POINT; THENCE SOUTH 31°32'05" EAST, A DISTANCE OF 39.20 FEET, TO A POINT; THENCE SOUTH 12°46'15" EAST, A DISTANCE OF 37.98 FEET, TO A POINT; THENCE SOUTH 31°11'03" WEST, A DISTANCE OF 46.39 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.98 ACRES AND/OR 42,511 SQUARE FEET, MORE OR LESS.



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 46°44'00" W	38.35'
L2	S 76°44'03" W	33.49'
L3	N 54°02'43" W	42.82'
L4	N 68°30'28" W	53.96'
L5	N 88°35'56" W	35.78'
L6	N 40°00'29" W	54.59'
L7	N 34°22'35" W	34.11'
L8	N 75°17'05" E	54.46'
L9	N 19°23'44" E	5.62'
L10	S 78°03'36" E	48.89'
L11	S 75°28'34" E	22.64'
L12	N 86°44'32" W	30.57'
L13	S 72°32'19" W	49.79'
L14	S 78°35'04" W	27.94'
L15	S 06°35'50" E	48.48'
L16	S 05°23'33" E	54.74'
L17	N 70°54'20" E	47.51'
L18	N 35°03'31" E	21.00'
L19	S 31°32'05" E	39.20'
L20	S 31°11'03" W	46.39'

THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST

"Point of Commencement"
(The Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 17)

STATE PLANE COORDINATES

6051 N 2088974.3146
E 504321.1345
6076 N 2081819.0597
E 487312.3688

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

Notes:

1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (IS.O) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 120071 - MAP REVISED DATE: 8-15-84
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	E.M.T.	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W.	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R.	RADIUS EQUALS
R/W	RIGHT OF WAY	A.L.	ARC LENGTH EQUALS
O.R.V.	OFFICIAL RECORDS VOLUME	C.B.	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	D.A.	DELTA OR CENTRAL ANGLE EQUALS
D.E.	DEED	I.N.	IN

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (LB 666)
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS OUT

DATE: JUNE 18, 2003

SCALE: 1" = 100'

JOB NO.: 13502

P. BOOK(S): N/A

PAGES: N/A

COMPUTER: MC-HOLDING

FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
7450 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61S17-6.0, (FORMERLY CHAPTER 21H-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

JONATHAN B. BOWMAN, STATE OF FLORIDA.

MAP SHOWING SKETCH OF

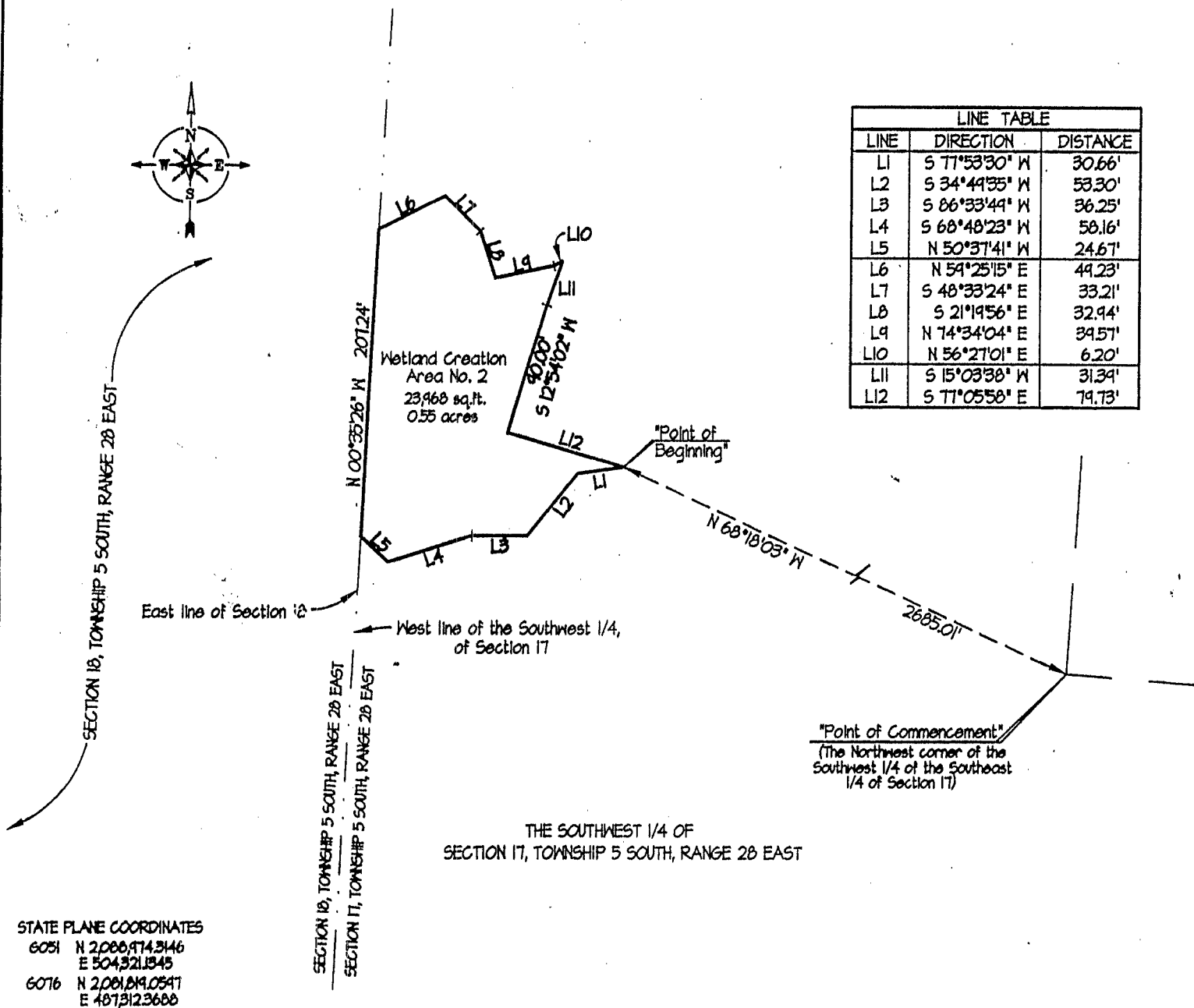
OR 2022 P 61874

WETLAND CREATION AREA NO. 2

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, THENCE NORTH 68°18'03" WEST, A DISTANCE OF 2,685.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°53'30" WEST, A DISTANCE OF 30.66 FEET, TO A POINT; THENCE SOUTH 34°44'35" WEST, A DISTANCE OF 53.30 FEET, TO A POINT; THENCE SOUTH 86°33'44" WEST, A DISTANCE OF 36.25 FEET, TO A POINT; THENCE SOUTH 68°48'23" WEST, A DISTANCE OF 58.16 FEET, TO A POINT; THENCE NORTH 50°37'41" WEST, A DISTANCE OF 24.67 FEET, TO A POINT SITUATE ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°35'26" WEST, ALONG THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, ALSO BEING THE EASTERLY LINE OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, A DISTANCE OF 207.24 FEET, TO A POINT; THENCE NORTH 54°25'15" EAST, A DISTANCE OF 44.23 FEET, TO A POINT; THENCE SOUTH 48°33'24" EAST, A DISTANCE OF 33.21 FEET, TO A POINT; THENCE SOUTH 21°19'56" EAST, A DISTANCE OF 32.94 FEET, TO A POINT; THENCE NORTH 74°34'04" EAST, A DISTANCE OF 39.57 FEET, TO A POINT; THENCE NORTH 56°27'01" EAST, A DISTANCE OF 6.20 FEET, TO A POINT; THENCE SOUTH 15°03'38" WEST, A DISTANCE OF 31.39 FEET, TO A POINT; THENCE SOUTH 12°54'02" WEST, A DISTANCE OF 40.00 FEET, TO A POINT; THENCE SOUTH 77°05'58" EAST, A DISTANCE OF 79.73 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES AND/OR 23,968 SQUARE FEET, MORE OR LESS.



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

- Notes:**
1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THIS (55.0) REFERS TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM: NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
 4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 120071 - MAP REVISED DATE: 8-15-04
 5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENT AGENCIES HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
 6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	B.M.T.	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W.	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R.A.S.	RADIUS EQUALS
R/M	RIGHT OF WAY	L=	ARC LENGTH EQUALS *
O.R.V.	OFFICIAL RECORDS VOLUME	CH=	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	D=	DELTA OR CENTRAL ANGLE EQUALS

LEGEND	DATE
<input type="checkbox"/> DENOTES CONCRETE MONUMENT	JUNE 10, 2003
X-X DENOTES FENCE	SCALE
<input type="checkbox"/> DENOTES 1/2" IRON PIPE SET (S.D. 444)	1" = 100'
<input type="checkbox"/> DENOTES IRON PIPE FOUND (AS NOTED)	JOB NO.
X DENOTES CROSS CUT	13502
	F. BOOK(S)
	N/A
	PAGES
	N/A
	COMPUTER
	HC-NO2.DWG
	FILE NAME
	Drawn by RM

A & J LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 6661
PROFESSIONAL LAND SURVEYORS
7450 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61617-6.0, (FORMERLY CHAPTER 21HH-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

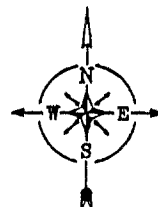
Jonathan B. Bowman
JONATHAN B. BOWMAN, STATE OF FLORIDA

WETLAND CREATION AREA NO. 3

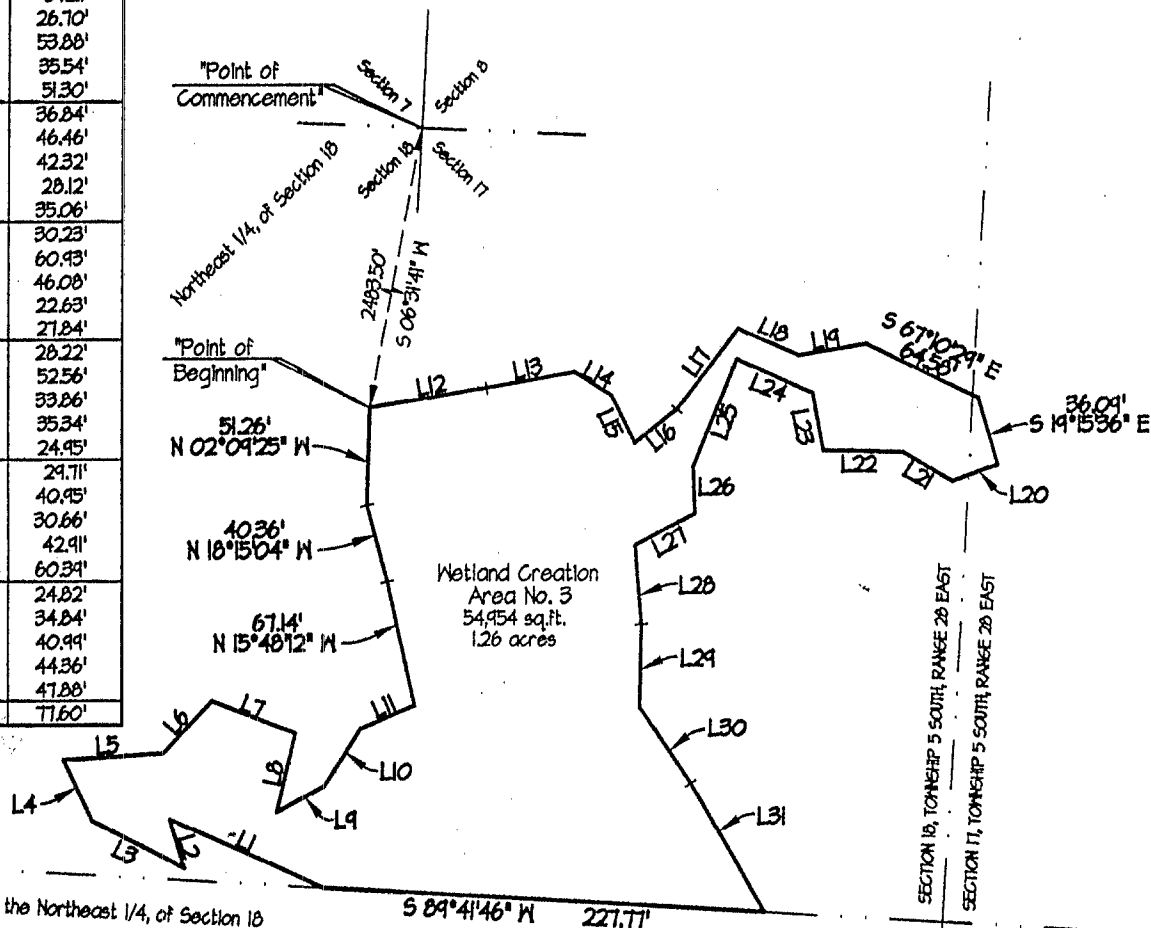
MAP SHOWING SKETCH OF

0R2022P61875

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 64°23'27" W	87.21'
L2	S 20°43'44" E	26.70'
L3	N 65°55'04" W	53.88'
L4	N 28°22'12" W	35.54'
L5	N 82°44'57" E	51.30'
L6	N 38°58'42" E	36.84'
L7	S 12°02'58" E	46.46'
L8	S 08°54'41" W	42.32'
L9	N 57°05'42" E	28.12'
L10	N 28°03'21" E	35.06'
L11	N 62°38'55" E	30.23'
L12	N 76°31'04" E	60.43'
L13	N 76°12'11" E	46.08'
L14	S 61°04'35" E	22.63'
L15	S 28°45'22" E	21.84'
L16	N 47°08'06" E	28.22'
L17	N 32°54'44" E	52.56'
L18	S 64°17'58" E	33.86'
L19	N 76°30'17" E	35.34'
L20	S 65°24'21" W	24.45'
L21	N 62°15'51" W	29.71'
L22	S 87°22'40" W	40.95'
L23	N 13°37'53" W	30.66'
L24	N 64°02'50" W	42.91'
L25	S 17°54'12" W	60.34'
L26	S 05°43'05" E	24.82'
L27	S 58°40'26" W	34.84'
L28	S 08°19'33" E	40.99'
L29	S 02°24'55" E	44.36'
L30	S 37°24'03" E	47.88'
L31	S 33°11'08" E	77.60'



STATE PLANE COORDINATES

6051 N 2,088,974.3146
E 504,321.1345
6076 N 2,081,819.0597
E 487,312.3688

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

NOTES:

1. BEARINGS ARE BASED STATE PLANE COORDINATES. (6051 AND 6076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (B.S.) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 120071 - MAP REVISED DATE: 8-15-04
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	E.B.T.	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.L.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	MOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R=	RADIUS EQUALS
R/V	RIGHT OF WAY	L=	ARC LENGTH EQUALS
D.B.	DEED BOOK	CH=	CHORD BEARING & DISTANCE EQUALS
		D=	DELTA OR CENTRAL ANGLE EQUALS

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- O DENOTES 1/2" IRON PIPE SET (LB 6661)
- o DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE: JUNE 18, 2003

SCALE: 1" = 100'

JOB NO.: 13502

P. BOOK(S): N/A

PAGES: N/A

COMPUTER: HC-N03.DWG

FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
7150 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G1-6.0, (FORMERLY CHAPTER 21H-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

[Signature]
JANUARY R. ROMAN - STATE OF FLORIDA

0R2022P61876

WETLAND CREATION AREA NO. 3

A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTIONS 17 AND 18, AND SECTIONS 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 06°31'41" WEST, A DISTANCE OF 2,483.50 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 76°31'09" EAST, A DISTANCE OF 60.93 FEET, TO A POINT; THENCE NORTH 76°12'11" EAST, A DISTANCE OF 46.08 FEET, TO A POINT; THENCE SOUTH 61°09'35" EAST, A DISTANCE OF 22.63 FEET, TO A POINT; THENCE SOUTH 28°45'22" EAST, A DISTANCE OF 27.84 FEET, TO A POINT; THENCE NORTH 47°08'06" EAST, A DISTANCE OF 28.22 FEET, TO A POINT; THENCE NORTH 32°54'49" EAST, A DISTANCE OF 52.56 FEET, TO A POINT; THENCE SOUTH 69°17'58" EAST, A DISTANCE OF 33.86 FEET, TO A POINT; THENCE NORTH 76°30'17" EAST, A DISTANCE OF 35.34 FEET, TO A POINT; THENCE SOUTH 67°10'29" EAST, A DISTANCE OF 64.58 FEET, TO A POINT; THENCE SOUTH 19°15'36" EAST, A DISTANCE OF 36.09 FEET, TO A POINT; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 24.95 FEET, TO A POINT; THENCE NORTH 62°15'51" WEST, A DISTANCE OF 29.71 FEET, TO A POINT; THENCE SOUTH 87°22'40" WEST, A DISTANCE OF 40.95 FEET, TO A POINT; THENCE NORTH 13°37'53" WEST, A DISTANCE OF 30.66 FEET, TO A POINT; THENCE NORTH 69°02'50" WEST, A DISTANCE OF 42.91 FEET, TO A POINT; THENCE SOUTH 17°59'12" WEST, A DISTANCE OF 60.39 FEET, TO A POINT; THENCE SOUTH 05°43'05" EAST, A DISTANCE OF 24.82 FEET, TO A POINT; THENCE SOUTH 58°40'26" WEST, A DISTANCE OF 34.84 FEET, TO A POINT; THENCE SOUTH 08°19'33" EAST, A DISTANCE OF 40.99 FEET, TO A POINT; THENCE SOUTH 02°29'55" EAST, A DISTANCE OF 44.36 FEET, TO A POINT; THENCE SOUTH 37°24'03" EAST, A DISTANCE OF 47.88 FEET, TO A POINT; THENCE SOUTH 33°11'08" EAST, A DISTANCE OF 77.60 FEET, TO A POINT SITUATE ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 18; THENCE SOUTH 89°41'46" WEST, ALONG LAST SAID LINE, A DISTANCE OF 227.77 FEET, TO A POINT; THENCE NORTH 69°23'27" WEST, A DISTANCE OF 87.21 FEET, TO A POINT; THENCE SOUTH 20°43'44" EAST, A DISTANCE OF 26.70 FEET, TO A POINT; THENCE NORTH 65°55'09" WEST, A DISTANCE OF 53.88 FEET, TO A POINT; THENCE NORTH 28°22'12" WEST, A DISTANCE OF 35.54 FEET, TO A POINT; THENCE NORTH 82°44'57" EAST, A DISTANCE OF 51.30 FEET, TO A POINT; THENCE NORTH 38°58'42" EAST, A DISTANCE OF 36.84 FEET, TO A POINT; THENCE SOUTH 72°02'58" EAST, A DISTANCE OF 46.46 FEET, TO A POINT; THENCE SOUTH 08°54'41" WEST, A DISTANCE OF 42.32 FEET, TO A POINT; THENCE NORTH 57°05'42" EAST, A DISTANCE OF 28.12 FEET, TO A POINT; THENCE NORTH 28°03'21" EAST, A DISTANCE OF 35.06 FEET, TO A POINT; THENCE NORTH 62°38'55" EAST, A DISTANCE OF 30.23 FEET, TO A POINT; THENCE NORTH 15°48'12" WEST, A DISTANCE OF 67.14 FEET, TO A POINT; THENCE NORTH 18°15'04" WEST, A DISTANCE OF 40.36 FEET, TO A POINT; THENCE NORTH 02°09'25" WEST, A DISTANCE OF 51.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.26 ACRES AND/OR 54,954 SQUARE FEET, MORE OR LESS.

MAP SHOWING SKETCH OF

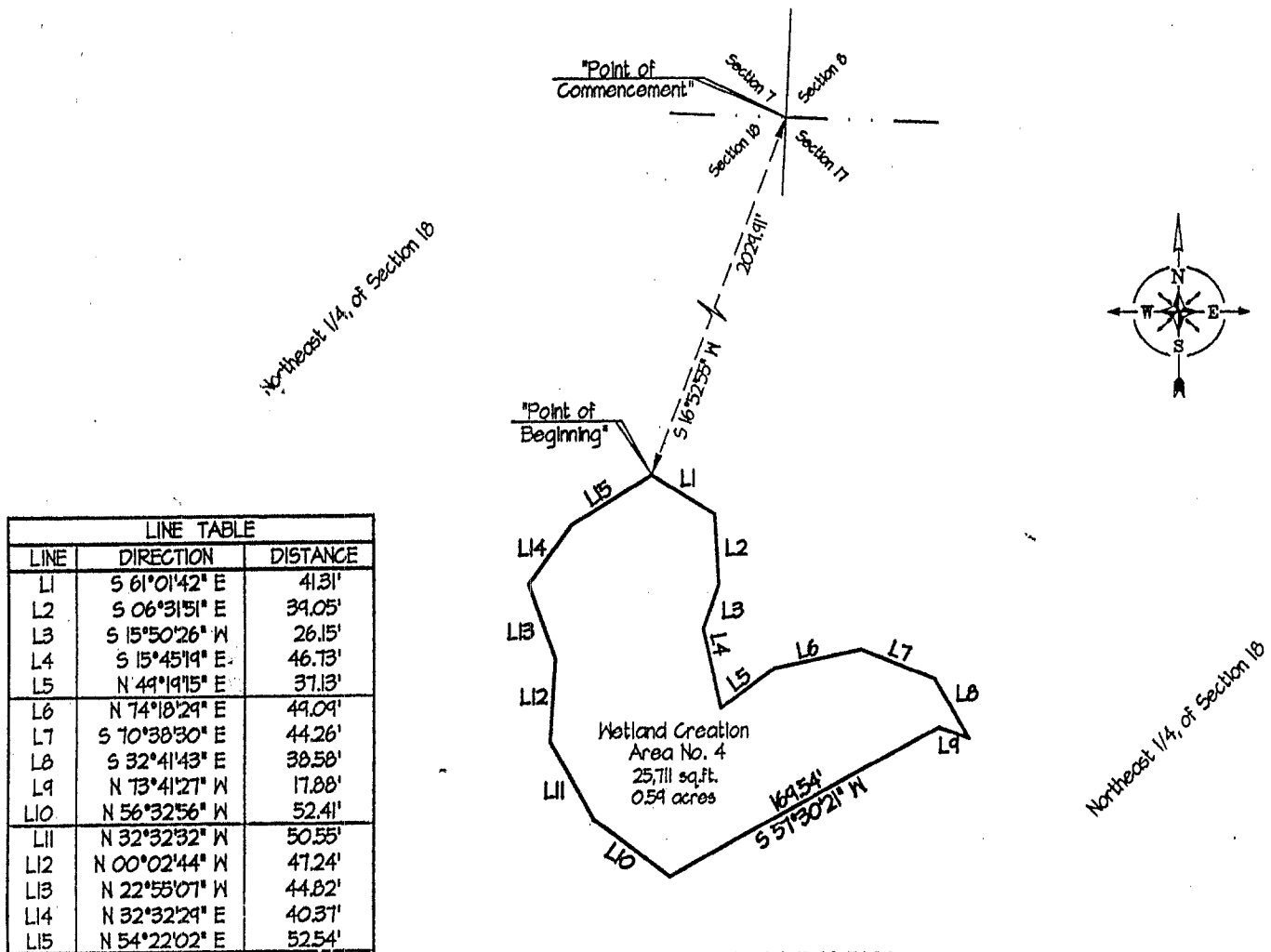
0R2022PG1877

WETLAND CREATION AREA NO. 4

A PORTION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 16°52'55" WEST, A DISTANCE OF 2,029.91, TO THE POINT OF BEGINNING; THENCE SOUTH 61°01'42" EAST, A DISTANCE OF 41.31 FEET, TO A POINT; THENCE SOUTH 06°31'51" EAST, A DISTANCE OF 39.05 FEET, TO A POINT; THENCE SOUTH 15°50'26" WEST, A DISTANCE OF 26.15 FEET, TO A POINT; THENCE SOUTH 15°45'19" EAST, A DISTANCE OF 46.73 FEET, TO A POINT; THENCE NORTH 49°19'15" EAST, A DISTANCE OF 37.13 FEET, TO A POINT; THENCE NORTH 74°18'29" EAST, A DISTANCE OF 44.09 FEET, TO A POINT; THENCE SOUTH 70°38'30" EAST, A DISTANCE OF 44.26 FEET, TO A POINT; THENCE SOUTH 32°41'43" EAST, A DISTANCE OF 38.58 FEET, TO A POINT; THENCE NORTH 73°41'27" WEST, A DISTANCE OF 17.88 FEET, TO A POINT; THENCE SOUTH 51°30'21" WEST, A DISTANCE OF 169.54 FEET, TO A POINT; THENCE NORTH 56°32'56" WEST, A DISTANCE OF 52.41 FEET, TO A POINT; THENCE NORTH 32°32'32" WEST, A DISTANCE OF 50.55 FEET, TO A POINT; THENCE NORTH 00°02'44" WEST, A DISTANCE OF 47.24 FEET, TO A POINT; THENCE NORTH 22°55'07" WEST, A DISTANCE OF 44.82 FEET, TO A POINT; THENCE NORTH 32°32'29" EAST, A DISTANCE OF 40.37 FEET, TO A POINT; THENCE NORTH 54°22'02" EAST, A DISTANCE OF 52.54 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.54 ACRES AND/OR 25,711 SQUARE FEET, MORE OR LESS.



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 61°01'42" E	41.31'
L2	S 06°31'51" E	39.05'
L3	S 15°50'26" W	26.15'
L4	S 15°45'19" E	46.73'
L5	N 49°19'15" E	37.13'
L6	N 74°18'29" E	44.09'
L7	S 70°38'30" E	44.26'
L8	S 32°41'43" E	38.58'
L9	N 73°41'27" W	17.88'
L10	N 56°32'56" W	52.41'
L11	N 32°32'32" W	50.55'
L12	N 00°02'44" W	47.24'
L13	N 22°55'07" W	44.82'
L14	N 32°32'29" E	40.37'
L15	N 54°22'02" E	52.54'

SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST

STATE PLANE COORDINATES

6051 N 2088974.3146
E 504321.1345
6076 N 2081814.0597
E 487312.3688

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

- Notes:**
1. BEARINGS ARE BASED STATE PLANE COORDINATES. (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THIS (S.D.) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929, (N.G.V.D. OF 1929).
 4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 120071 - , MAP REVISED DATE 8-15-84
 5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
 6. THERE MAY BE RESTRICTIONS OR ENCUMBRANCES OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY	
P.C.P. P.R.M. P.O.G. P.O.B. P.O.R. P.C. P.T. P.C.C. P.R.C. P.I. R/W O.R. V. D.B.	PERMANENT CONTROL POINT PERMANENT REFERENCE MONUMENT POINT ON CURVE POINT OF BEGINNING POINT OF REFERENCE POINT OF CURVATURE POINT OF TANGENCY POINT OF COMPOUND CURVE POINT OF REVERSE CURVATURE POINT OF INTERSECTION RIGHT OF WAY OFFICIAL RECORDS VOLUME DEED BOOK
B.M. L.B. O.H. C.L.F. M.P.F. A/C W O.H. F.M. R. L. CH. D.	EASEMENT LICENSED BUSINESS OVERHEAD LINE CHAIN LINK FENCE WOOD PRIVACY FENCE AIR CONDITIONER NTH OVERHEAD LINES FIELD MEASURED RADIUS EQUALS ARC LENGTH EQUALS CHORD BEARING & DISTANCE EQUALS DELTA OR CENTRAL ANGLE EQUALS

LEGEND	
<input checked="" type="checkbox"/> X-X	DENOTES CONCRETE MONUMENT
<input checked="" type="checkbox"/> O	DENOTES FENCE
<input checked="" type="checkbox"/> O	DENOTES 1/2" IRON PIPE SET (LB 6666)
<input checked="" type="checkbox"/> O	DENOTES IRON PIPE POUND (AS NOTED)
<input checked="" type="checkbox"/> X	DENOTES CROSS CUT
DATE	JUNE 18, 2003
SCALE	1" = 100'
JOB NO.	03502
P. BOOK(S)	N/A
PAGES(S)	N/A
COMPUTER	MC-M04.DMS
FILE NAME	Drawn by RM

A & J LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 6661
PROFESSIONAL LAND SURVEYORS
7350 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE: (904) 246-1666
FAX: (904) 246-1644

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[Signature]
JONATHAN B. BOWAN, STATE OF FLORIDA

MAP SHOWING SKETCH OF

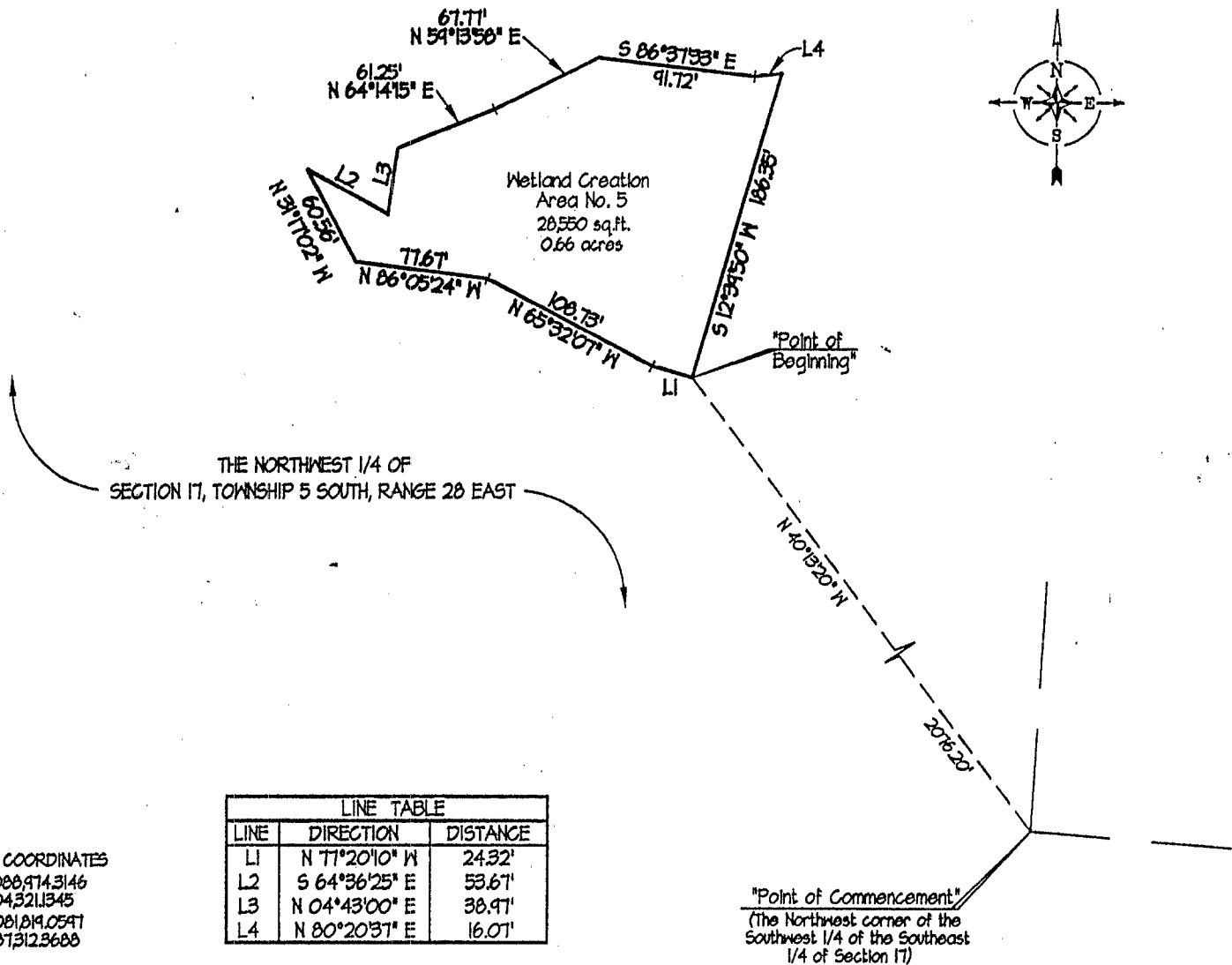
WETLAND CREATION AREA NO. 5

0R2022PG1878

A PORTION OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE; COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, THENCE NORTH 40°13'20" WEST, A DISTANCE OF 2,076.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°20'10" WEST, A DISTANCE OF 24.32 FEET, TO A POINT; THENCE NORTH 65°32'07" WEST, A DISTANCE OF 108.73 FEET, TO A POINT; THENCE NORTH 86°05'24" WEST, A DISTANCE OF 77.67 FEET, TO A POINT; THENCE NORTH 31°17'02" WEST, A DISTANCE OF 60.56 FEET, TO A POINT; THENCE SOUTH 64°36'25" EAST, A DISTANCE OF 53.67 FEET, TO A POINT; THENCE NORTH 04°43'00" EAST, A DISTANCE OF 38.97 FEET, TO A POINT; THENCE NORTH 64°14'15" EAST, A DISTANCE OF 61.25 FEET, TO A POINT; THENCE NORTH 59°13'58" EAST, A DISTANCE OF 67.77 FEET, TO A POINT; THENCE SOUTH 86°37'33" EAST, A DISTANCE OF 91.72 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.66 ACRES AND/OR 28,550 SQUARE FEET, MORE OR LESS.



STATE PLANE COORDINATES
6051 N 2,088,974.3146
E 504,321.1345
6076 N 2,081,819.0547
E 487,312.8688

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 77°20'10" W	24.32'
L2	S 64°36'25" E	53.67'
L3	N 04°43'00" E	38.97'
L4	N 80°20'37" E	16.07'

"Point of Commencement"
(The Northwest corner of the
Southwest 1/4 of the Southeast
1/4 of Section 17)

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

- Notes:
1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT SUPPORT TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THIS (5.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM: NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
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ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A.C.	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W.	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R.M.	RADIUS EQUALS
R/W	RIGHT OF WAY	L=	ARC LENGTH EQUALS
O.R.V.	OFFICIAL RECORDS VOLUME	CH=	CHORD BEARINGS & DISTANCE EQUALS
D.B.	DEED BOOK	D=	DELTA OR CENTRAL ANGLE EQUALS
PG.	PAGE	1"	1"

LEGEND		DATE	JUNE 18, 2003
<input checked="" type="checkbox"/>	DENOTES CONCRETE MONUMENT	SCALE	1" = 100'
X-X	DENOTES FENCE	JOB NO.	13502
○	DENOTES 1/2" IRON PIPE SET (LB 6664)	P. BOOK(S)	N/A
●	DENOTES IRON PIPE FOUND (AS NOTED)	PAGES	N/A
X	DENOTES CROSS CUT	COMPUTER FILE NAME	MC-NOS.DWG
			Drawn by RM

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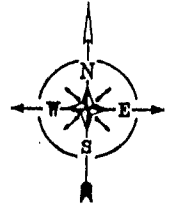
JONATHAN R. ROMAN, STATE OF FLORIDA

LAKE EASEMENT NO. 2

MAP SHOWING SKETCH OF

0R2022P61879

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 86°27'01" W	54.59'
L2	S 00°23'28" E	49.11'
L3	S 45°24'11" E	25.42'
L4	N 89°24'55" E	55.60'
L5	S 00°23'53" E	26.46'

SOUTHWEST 1/4 OF
SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	40.00'	47.54'	44.79'	N 59°29'58" W	68°06'01"
C2	81.20'	30.51'	30.39'	N 36°14'06" W	21°34'16"
C3	90.19'	63.61'	62.30'	N 26°48'54" W	40°24'30"
C4	23.00'	49.40'	40.44'	N 68°08'19" W	123°03'11"
C5	278.46'	86.92'	86.57'	N 89°08'24" W	17°53'07"
C6	33.96'	40.61'	38.24'	N 05°53'08" E	68°31'26"
C7	50.00'	32.24'	31.73'	N 09°52'42" W	36°59'47"
C8	80.00'	59.76'	58.38'	N 12°46'44" W	42°47'52"
C9	35.67'	86.87'	66.94'	N 35°35'55" E	139°33'11"
C10	100.00'	45.44'	45.10'	S 87°39'20" E	26°03'42"
C11	35.00'	75.13'	61.52'	S 39°11'18" E	122°59'46"
C12	38.67'	31.84'	30.99'	S 04°28'30" E	47°14'30"
C13	20.00'	17.99'	17.39'	S 70°31'03" E	51°31'49"
C14	44.00'	95.80'	77.97'	S 33°54'21" E	124°45'13"
C15	40.73'	42.55'	40.64'	S 01°27'12" E	59°50'56"
C16	92.00'	49.74'	49.14'	S 15°53'16" E	30°58'46"
C17	30.00'	45.47'	41.24'	S 43°01'34" W	86°50'54"

STATE PLANE COORDINATES
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ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY		
P.C.P. P.R.M. P.O.B. P.O.R. P.C. P.T. P.C.C. P.R.C. P.I. R/W OR V. D.B.	PERMANENT CONTROL POINT PERMANENT REFERENCE MONUMENT POINT ON CURVE POINT OF BEGINNING POINT OF REFERENCE POINT OF CURVATURE POINT OF TANGENCY POINT OF REVERSE CURVATURE POINT OF INTERSECTION RIGHT OF WAY OFFICIAL RECORDS VOLUME DEED BOOK	EA LB OL C.L.F. W.P.F. A/C W OHL F.M. R L CH D
		EASEMENT LICENSED BUSINESS OVERHEAD LINE CHAIN LINK FENCE WOOD PRIVACY FENCE AIR CONDITIONER WITH OVERHEAD LINES FIELD MEASURED RADIUS EQUALS ARC LENGTH EQUALS CHORD BEARING & DISTANCE EQUALS DELTA OR CENTRAL ANGLE EQUALS

LEGEND

- DENOTES CONCRETE MONUMENT
- x-x DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (LB 8449)
- DENOTES IRON PIPE FOUND (AS NOTED)
- x DENOTES CROSS CUT

DATE JUNE 18, 2003
SCALE 1" = 100'
JOB NO. 19502
P. BOOK(S) N/A
PAGE(S) N/A
COMPUTER FILE NAME L-ESMT2.DWG
Drawn by RM

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OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 471.021, FLORIDA STATUTES.

[Signature]

LAKE EASEMENT NO. 2

A PORTION OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 17, THENCE NORTH 12°03'46" WEST, A DISTANCE OF 223.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°27'01" WEST, A DISTANCE OF 54.59 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 47.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°29'58" WEST 44.79 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 81.20 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 30.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°14'06" WEST 30.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 90.19 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 63.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°48'59" WEST 62.30 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 49.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°08'19" WEST 40.44 FEET, TO A POINT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 278.46 FEET, AN ARC DISTANCE OF 86.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°08'24" WEST 86.57 FEET, TO A POINT; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 33.96 FEET, AN ARC DISTANCE OF 40.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°53'08" EAST 38.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 32.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°52'42" WEST 31.73 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 59.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°46'44" WEST 58.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.67 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 86.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°35'55" EAST 66.94 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 45.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°39'20" EAST 45.10 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 75.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°11'18" EAST 61.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 38.67 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 31.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°28'30" EAST 30.99 FEET, TO A POINT; THENCE SOUTH 00°23'28" EAST, A DISTANCE OF 49.11 FEET,

TO A POINT; THENCE SOUTH 45°24'11" EAST, A DISTANCE OF 25.42 FEET, TO A POINT; THENCE NORTH 89°24'55" EAST, A DISTANCE OF 55.60 FEET, TO A POINT ON A CURVE, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 17.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°31'03" EAST 17.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 44.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 95.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°54'21" EAST 77.97 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 40.73 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 42.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°27'12" EAST 40.64 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 92.00 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 49.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°53'16" EAST 49.14 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°23'53" EAST, A DISTANCE OF 26.96 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 45.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°01'34" WEST 41.24 FEET, TO THE PONT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

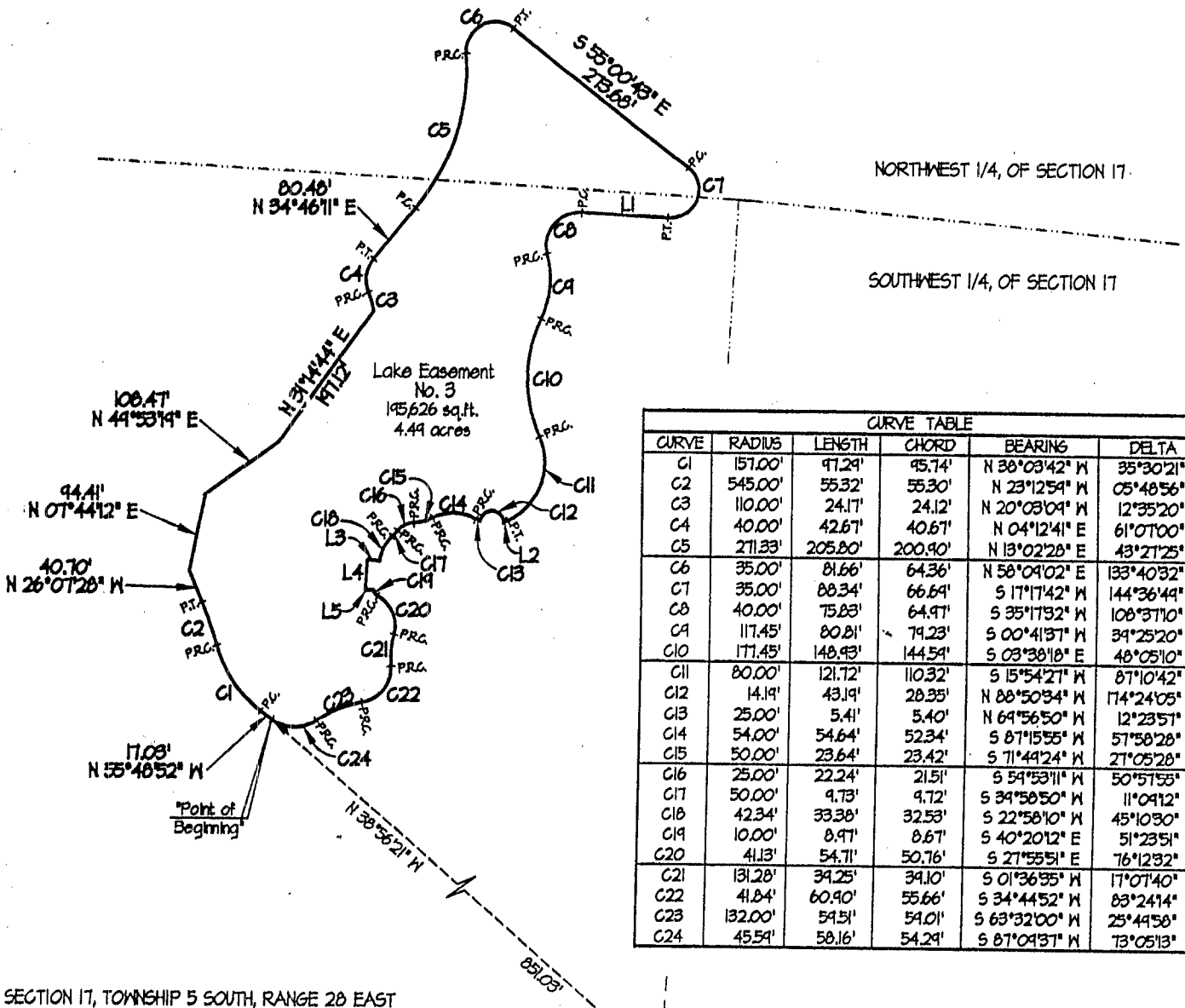
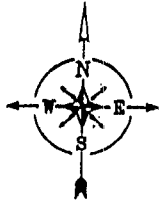
CONTAINING 1.28 ACRES AND/OR 55,594 SQUARE FEET, MORE OR LESS.

LAKE EASEMENT NO. 3

MAP SHOWING SKETCH OF

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)

0R2022PG1882



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	157.00'	47.29'	95.74'	N 38°03'42" W	35°30'21"
C2	545.00'	55.32'	55.30'	N 23°12'59" W	05°48'56"
C3	110.00'	24.17'	24.12'	N 20°03'09" W	12°35'20"
C4	40.00'	42.67'	40.67'	N 04°12'41" E	61°07'00"
C5	271.33'	205.80'	200.90'	N 13°02'28" E	43°21'25"
C6	35.00'	81.66'	64.36'	N 58°09'02" E	133°40'32"
C7	35.00'	88.34'	66.69'	S 17°17'42" W	144°36'49"
C8	40.00'	75.83'	64.97'	S 35°17'32" W	108°37'10"
C9	117.45'	80.81'	79.23'	S 00°41'37" W	39°25'20"
C10	171.45'	148.93'	144.59'	S 03°38'18" E	48°05'10"
C11	80.00'	121.72'	110.32'	S 15°54'27" W	87°10'42"
C12	14.19'	43.19'	20.35'	N 88°50'34" W	174°24'05"
C13	25.00'	5.41'	5.40'	N 69°56'50" W	12°23'57"
C14	54.00'	54.64'	52.34'	S 87°15'55" W	57°58'28"
C15	50.00'	23.64'	23.42'	S 71°44'24" W	27°05'28"
C16	25.00'	22.24'	21.51'	S 59°53'11" W	50°51'58"
C17	50.00'	9.73'	9.72'	S 39°58'50" W	11°09'12"
C18	42.34'	33.38'	32.53'	S 22°58'10" W	45°10'30"
C19	10.00'	8.97'	8.67'	S 40°20'12" E	51°23'51"
C20	41.13'	54.71'	50.76'	S 27°55'51" E	76°12'32"
C21	131.28'	39.25'	39.10'	S 01°36'55" W	17°07'40"
C22	41.84'	60.90'	55.66'	S 34°44'52" W	83°24'14"
C23	132.00'	54.51'	54.01'	S 63°32'00" W	25°44'58"
C24	45.54'	58.16'	54.29'	S 87°04'37" W	73°05'13"

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 89°36'07" W	103.43'
L2	S 59°24'48" W	6.16'
L3	N 88°34'02" W	15.23'
L4	S 00°12'41" E	36.17'
L5	N 87°19'28" E	9.65'

STATE PLANE COORDINATES
6051 N 2088974.3146
E 504321.1345
6076 N 2081819.0597
E 407312.3668

"Point of Commencement"
(The Northwest corner of the
Southwest 1/4 of the Southeast
1/4 of Section 17)

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

Notes:

1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (S.O.) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 120071 - MAP REVISED DATE: 8-15-04
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R.M.	RADIUS MEASURED
R.M.	RIGHT OF WAY	L	ARC LENGTH EQUALS
O.R.V.	OFFICIAL RECORDS VOLUME	CH	CHORD BEARINGS & DISTANCE EQUALS
D.B.	DEED BOOK	D	DELTA OR CENTRAL ANGLE EQUALS
P.S.	PAGE	I.P.	IRON PIPE

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
- X-X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (LB 644)
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE: JUNE 18, 2003

SCALE: 1" = 200'

JOB NO: 13502

P. BOOK(S): N/A

PAGES(S): N/A

COMPUTER: L-ESMT3.DWG

FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
1950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32226

OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H17-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JONATHAN B. BOMAN, STATE OF FLORIDA

002022P61883

LAKE EASEMENT NO. 3

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 17, THENCE NORTH 38°56'21" WEST, A DISTANCE OF 851.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°48'52" WEST, A DISTANCE OF 17.03 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 97.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°03'42" WEST 95.74 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 545.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 55.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°12'59" WEST 55.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°07'28" WEST, A DISTANCE OF 40.70 FEET, TO A POINT; THENCE NORTH 07°44'12" EAST, A DISTANCE OF 94.41 FEET, TO A POINT; THENCE NORTH 49°53'19" EAST, A DISTANCE OF 108.47 FEET, TO A POINT; THENCE NORTH 31°14'44" EAST, A DISTANCE OF 197.12 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 24.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°03'09" WEST 24.12 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 42.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°12'41" EAST 40.67 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°46'11" EAST, A DISTANCE OF 80.48 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 271.33 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 205.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°02'28" EAST 200.90 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 81.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°09'02" EAST 64.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°00'43" EAST, A DISTANCE OF 273.68 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 88.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°17'42" WEST 66.69 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°36'07" WEST, A DISTANCE OF 103.93 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 75.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°17'32" WEST 64.97 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 117.45 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 80.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°41'37" WEST 79.23 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 177.45 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 148.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°38'18" EAST 144.59 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE

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TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 121.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'27" WEST 110.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°29'48" WEST, A DISTANCE OF 6.16 FEET, TO A POINT BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 14.19 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 43.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°50'34" WEST 28.35 FEET, TO THE END OF SAID CURVE; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 5.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°56'50" WEST 5.40 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 54.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 54.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°15'55" WEST 52.34 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 23.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°49'24" WEST 23.42 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 22.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°53'11" WEST 21.51 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 9.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°58'50" WEST 9.72 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 42.34 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 33.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°58'10" WEST 32.53 FEET, TO THE END OF SAID CURVE; THENCE NORTH 88°39'02" WEST, A DISTANCE OF 15.23 FEET, TO A POINT; THENCE SOUTH 00°12'41" EAST, A DISTANCE OF 36.17 FEET, TO A POINT; THENCE NORTH 87°19'28" EAST, A DISTANCE OF 9.65 FEET, TO A POINT BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 8.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°20'12" EAST 8.67 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 41.13 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 54.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°55'51" EAST 50.76 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 131.28 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 39.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°36'35" WEST 39.10 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 41.84 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 60.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°44'52" WEST 55.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 132.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 59.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°32'00" WEST 59.01 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 45.59 FEET; THENCE

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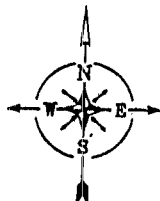
WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 58.16 FEET,
SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°09'37"
WEST 54.29 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.49 ACRES AND/OR 195,626 SQUARE FEET, MORE OR LESS.

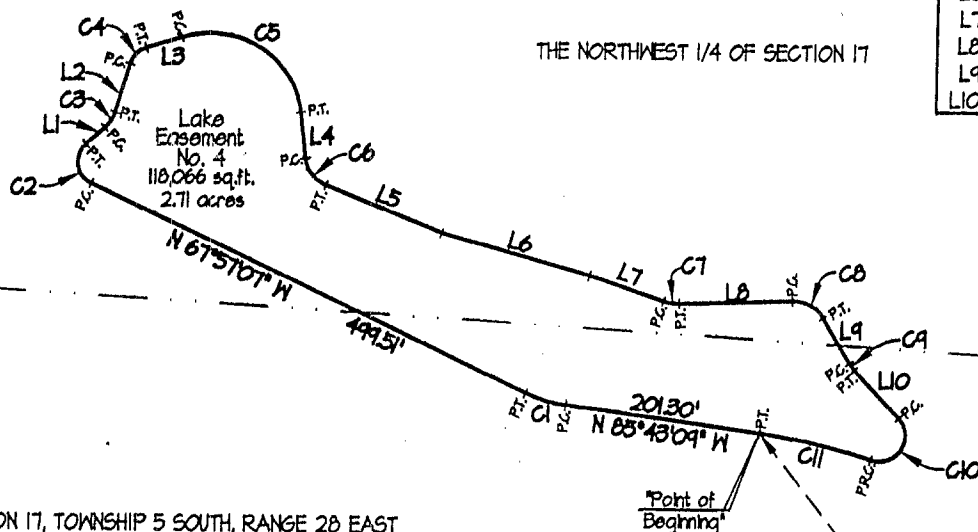
LAKE EASEMENT NO. 4

MAP SHOWING SKETCH OF

0R2022PG1886

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 44°23'13" E	25.70'
L2	N 11°58'02" E	54.62'
L3	N 68°39'48" E	38.45'
L4	S 10°14'36" E	48.42'
L5	S 71°18'30" E	130.06'
L6	S 77°42'40" E	158.23'
L7	S 74°43'08" E	80.65'
L8	N 84°18'01" E	116.25'
L9	S 34°04'05" E	54.33'
L10	S 45°51'58" E	68.56'



SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST

THE SOUTHWEST 1/4 OF SECTION 17

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	140.00'	43.41'	43.24'	N 76°50'08" W	17°46'02"
C2	25.00'	44.02'	41.53'	N 11°46'57" W	112°20'20"
C3	35.00'	19.80'	19.54'	N 28°10'37" E	32°25'11"
C4	25.00'	24.74'	23.74'	N 40°18'55" E	56°41'46"
C5	45.00'	167.62'	146.71'	S 60°47'24" E	101°05'37"
C6	35.00'	37.30'	35.56'	S 40°46'33" E	61°03'54"
C7	45.00'	16.48'	16.39'	S 85°12'33" E	20°58'51"
C8	35.00'	37.65'	35.86'	S 64°53'02" E	61°37'54"
C9	45.00'	9.27'	9.25'	S 34°58'01" E	11°47'53"
C10	21.00'	70.83'	52.20'	S 29°17'27" W	150°18'50"
C11	660.00'	117.12'	116.96'	N 80°38'08" W	10°10'01"

STATE PLANE COORDINATES

G051 N 2088,974.3146
E 504,321.1345G076 N 2,001,819.0547
E 487,123.668

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

Notes:

1. BEARINGS ARE BASED ON STATE PLANE COORDINATES (G051 AND G076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (E.S.) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 120071 - MAP REVISED DATE: 8-15-04
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A.C.	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W.	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R.	RADIUS EQUALS
R/M	RIGHT OF WAY	L.	ARC LENGTH EQUALS
O.R.V.	OFFICIAL RECORDS VOL. & P.	C.H.	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	D.	DELTA OR CENTRAL ANGLE EQUALS
P.G.	PAGE	P.	FOOT PACE

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (S.B. MARK)
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE: JUNE 10, 2003

SCALE: 1" = 200'

JOB NO.: 13502

F. BOOK(S): N/A

PAGES: N/A

COMPUTER: L-ESMT4.DWG

FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
7450 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61S17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

[Signature]
NATHAN R. ROMAN, STATE OF FLORIDA

082022-01887

LAKE EASEMENT NO. 4

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 17, THENCE NORTH $41^{\circ}09'19''$ WEST, A DISTANCE OF 1,632.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH $85^{\circ}43'09''$ WEST, A DISTANCE OF 201.30 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 43.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $76^{\circ}50'08''$ WEST 43.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $67^{\circ}57'07''$ WEST, A DISTANCE OF 499.51 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 49.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $11^{\circ}46'57''$ WEST 41.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $44^{\circ}23'13''$ EAST, A DISTANCE OF 25.70 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 19.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}10'37''$ EAST 19.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $11^{\circ}58'02''$ EAST, A DISTANCE OF 54.62 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 24.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $40^{\circ}18'55''$ EAST 23.74 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $68^{\circ}39'48''$ EAST, A DISTANCE OF 38.45 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 95.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 167.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $60^{\circ}47'24''$ EAST 146.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $10^{\circ}14'36''$ EAST, A DISTANCE OF 48.42 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 37.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $40^{\circ}46'33''$ EAST 35.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $71^{\circ}18'30''$ EAST, A DISTANCE OF 130.06 FEET, TO A POINT; THENCE SOUTH $77^{\circ}42'40''$ EAST, A DISTANCE OF 158.23 FEET, TO A POINT; THENCE SOUTH $74^{\circ}43'08''$ EAST, A DISTANCE OF 80.65 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 16.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $85^{\circ}12'33''$ EAST 16.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $84^{\circ}18'01''$ EAST, A DISTANCE OF 116.25 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 37.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $64^{\circ}53'02''$ EAST 35.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $34^{\circ}04'05''$ EAST, A DISTANCE OF 54.33 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 9.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $39^{\circ}58'01''$ EAST 9.25 FEET, TO THE POINT OF TANGENCY OF SAID

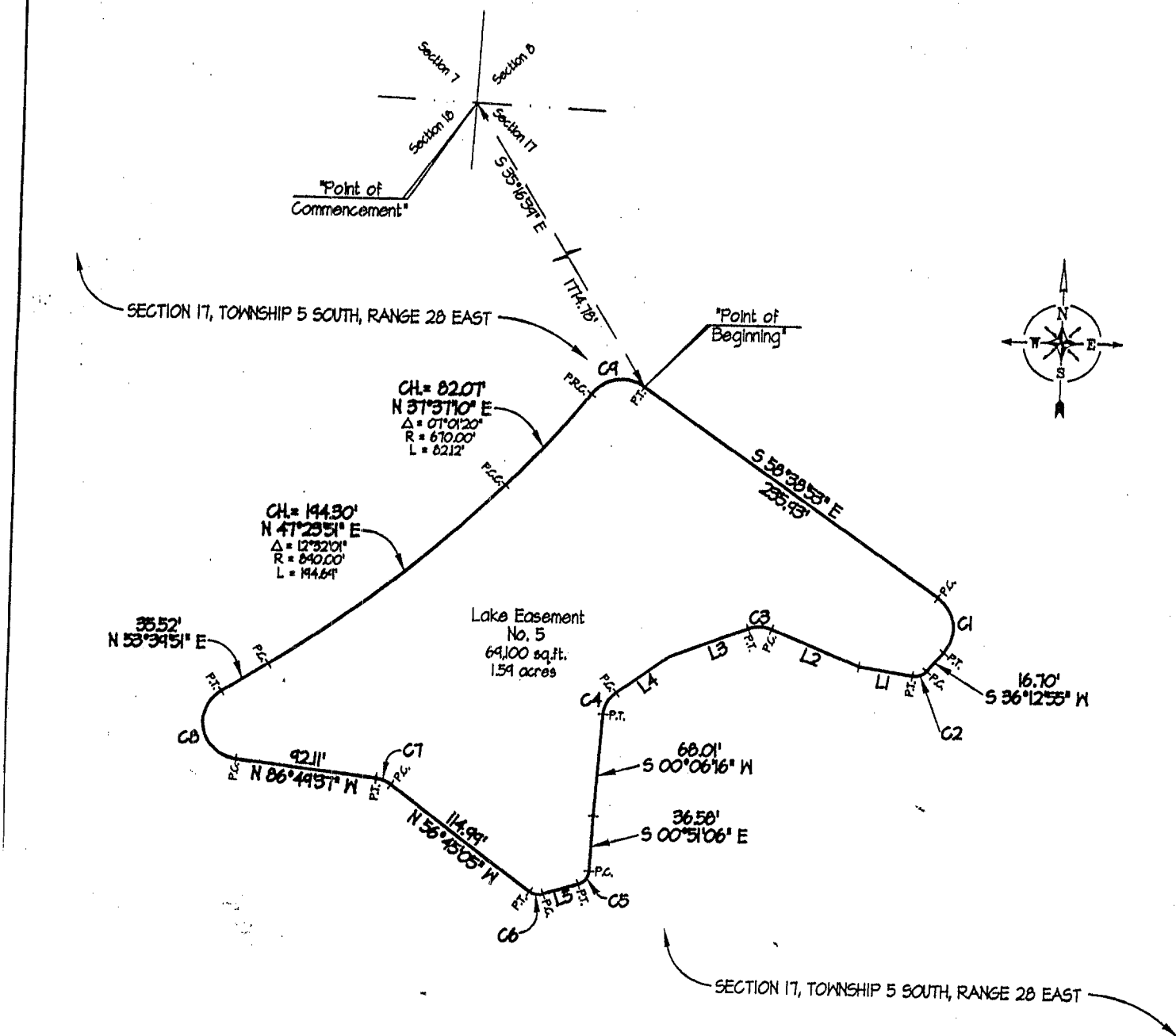
0R2022PG1888

CURVE; THENCE SOUTH 45°51'58" EAST, A DISTANCE OF 68.56 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 27.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 70.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°17'27" WEST 52.20 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 660.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 117.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°38'08" WEST 116.96 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 2.71 ACRES AND/OR 118,066 SQUARE FEET, MORE OR LESS.

0 R 2022 F 61889

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 84°44'26" W	35.14'
L2	N 70°56'53" W	61.50'
L3	S 64°55'53" W	54.20'
L4	S 44°47'30" W	42.41'
L5	S 68°14'43" W	23.50'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	25.00'	41.39'	36.82'	S 11°12'54" E	44°51'48"
C2	10.00'	10.31'	9.86'	S 65°44'14" W	59°02'39"
C3	20.00'	15.40'	15.02'	S 86°54'30" W	44°07'14"
C4	20.00'	17.34'	16.81'	S 24°56'51" W	49°41'21"
C5	10.00'	12.06'	11.34'	S 33°41'42" W	69°06'01"
C6	10.00'	9.60'	9.24'	N 84°15'11" W	55°00'12"
C7	20.00'	10.50'	10.38'	N 71°47'21" W	30°04'32"
C8	25.00'	61.30'	47.06'	N 16°34'53" W	140°29'29"
C9	25.00'	38.07'	34.49'	N 77°43'48" E	87°14'37"

G051 N 2,088,974.3146
E 504,321.1345

G076 N 2,081,819.0597
E 487,312.3688

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





Notes:

1. BEARINGS ARE BASED STATE PLANE COORDINATES, (6051 AND 6076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (3.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM.
4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER, 120077. MAP REVISED DATE: 8-13-84
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
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ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
P.O.C.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.O.C.	POINT OF CURVATURE	A.V.C.	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W.	WELL
P.C.C.	POINT OF COMPOUND CURVE	O.H.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
I.	POINT OF INTERSECTION	R=	RADIUS EQUALS
W.	RIGHT OF WAY	L=	ARC LENGTH EQUALS *
P.R.V.	OFFICIAL RECORDS VOLUME	CH=	CHORD BEARINGS & DISTANCE EQUALS
B.	DEED BOOK	D=	DELTA OR CENTRAL ANGLE EQUALS
PAGE			

LEGEND

-  DENOTES CONCRETE MONUMENT
 X—X DENOTES FENCE
 DENOTES 1/2" IRON PIPE SET
 (L.B. 6640)
 DENOTES IRON PIPE FOUND
 (AS NOTED)
 DENOTES CROSS CUT

DATE JUNE 18, 2003

SCALE _____ 1" = 100'

Job No. 13502

F. BOOK(S) N/A

PAGE(S) N/A

COMPUTER _____ L-ESMT3.DM
FILE NAME _____

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS
MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE
MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA
BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER
61G17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Handwritten signature]

LAKE EASEMENT NO. 5

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 17, AND SECTIONS 18, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 35°16'39" EAST, A DISTANCE OF 1,774.78 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 58°38'53" EAST, A DISTANCE OF 235.93 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 41.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°12'59" EAST 36.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°12'55" WEST, A DISTANCE OF 16.70 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 10.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°44'14" WEST 9.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 84°44'26" WEST, A DISTANCE OF 35.14 FEET, TO A POINT; THENCE NORTH 70°56'53" WEST, A DISTANCE OF 61.58 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 15.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°59'30" WEST 15.02 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 64°55'53" WEST, A DISTANCE OF 54.28 FEET, TO A POINT; THENCE SOUTH 49°47'38" WEST, A DISTANCE OF 42.41 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 17.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°56'57" WEST 16.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°06'16" WEST, A DISTANCE OF 68.01 FEET, TO A POINT; THENCE SOUTH 00°51'06" EAST, A DISTANCE OF 36.58 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 12.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°41'42" WEST 11.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°14'43" WEST, A DISTANCE OF 23.58 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 10.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 9.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°15'11" WEST 9.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°45'05" WEST, A DISTANCE OF 114.99 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 10.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°47'21" WEST 10.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°49'37" WEST, A DISTANCE OF 92.11 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 61.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°34'53" WEST 47.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°39'51" EAST, A DISTANCE OF 35.52 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 890.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 194.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°23'51" EAST 194.30 FEET, TO THE POINT OF COMPOUND

CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 670.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 82.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°37'10" EAST 82.07 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 38.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°43'48" EAST 34.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

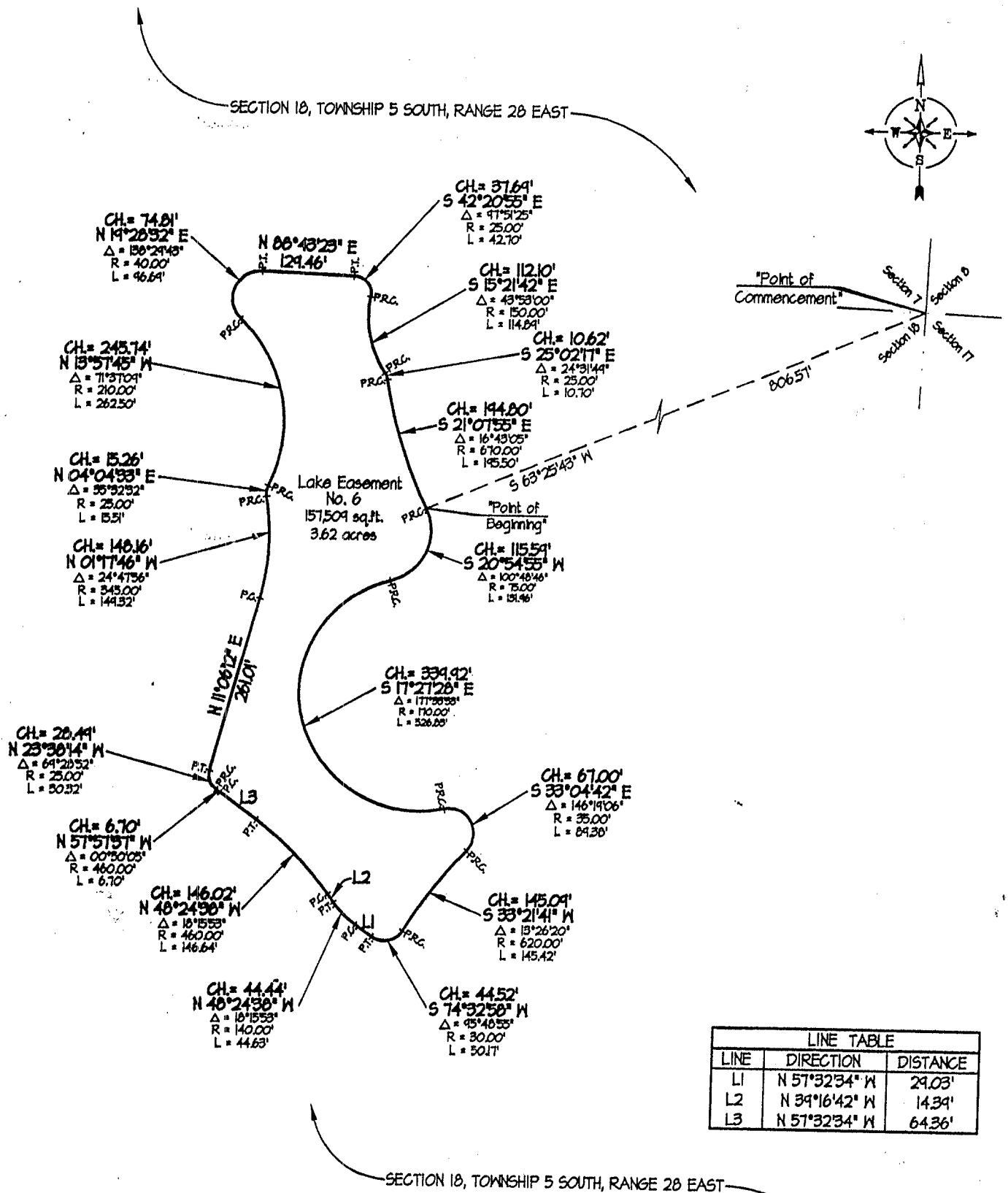
CONTAINING 1.59 ACRES AND/OR 69,100 SQUARE FEET, MORE OR LESS.

LAKE EASEMENT NO. 6

MAP SHOWING SKETCH OF

0R2022PG1892

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)



STATE PLANE COORDINATES
6051 N 2,088,914.3146
E 504,321.1345
6076 N 2,061,819.0541
E 487,312.3688

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

Notes:

1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
3. ELEVATIONS SHOWN THIS (5.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
4. BY GRAPHIC FLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 120071 - MAP REVISED DATE: 8-15-84
5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	P.M.T.	PERMANENT REFERENCE MONUMENT
P.R.M.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.C.	POINT OF CURVATURE	M.P.F.	WOOD PRIVACY FENCE
P.O.R.	POINT OF REFERENCE	A/C	AIR CONDITIONER
P.C.	POINT OF TANGENCY	W	WITH
P.T.	POINT OF TANGENCY	O.H.	OVERHEAD LINES
P.C.C.	POINT OF COMPOUND CURVE	F.M.	FIELD MEASURED
P.R.C.	POINT OF REVERSE CURVATURE	R=	RADIUS EQUALS
R.I.	RIGHT OF INTERSECTION	L=	ARC LENGTH EQUALS
R/W	RIGHT OF WAY	CH=	CHORD BEARING & DISTANCE EQUALS
O.R.V.	OFFICIAL RECORDS VOLUME	D=	DELTA OR CENTRAL ANGLE EQUALS
D.B.	DEED BOOK		

LEGEND

- DENOTES CONCRETE MONUMENT
- X-X DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET (LB 6644)
- DENOTES IRON PIPE FOUND (AS NOTED)
- X DENOTES CROSS CUT

DATE: JUNE 18, 2003
SCALE: 1" = 200'
JOB NO.: 12522
P. BOOK(S): N/A
PAGES: N/A
COMPUTER: L-ESMT6.DWG
FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661
PROFESSIONAL LAND SURVEYORS
7450 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G1-6.0, (FORMERLY CHAPTER 21H-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

LAKE EASEMENT NO. 6

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 63°25'43" WEST, A DISTANCE OF 806.57 FEET, TO A POINT BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET, AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 131.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°54'55" WEST 115.59 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 526.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°27'28" EAST 339.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 89.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°04'42" EAST 67.00 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 145.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°21'41" WEST 145.09 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 50.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°32'58" WEST 44.52 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°32'34" WEST, A DISTANCE OF 29.03 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 44.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°24'38" WEST 44.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°16'42" WEST, A DISTANCE OF 14.39 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 146.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°24'38" WEST 146.02 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°32'34" WEST, A DISTANCE OF 64.36 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 460.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 6.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°57'37" WEST 6.70 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 30.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°38'14" WEST 28.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°06'12" EAST, A DISTANCE OF 261.01 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 345.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 149.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°17'46" WEST 148.16 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 15.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

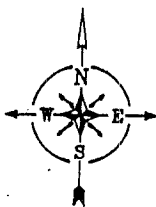
NORTH 04°04'33" EAST 15.26 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 210.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 262.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°57'45" WEST 245.74 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 96.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°28'32" EAST 74.81 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°43'23" EAST, A DISTANCE OF 129.46 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 42.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°20'55" EAST 37.69 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 114.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°21'42" EAST 112.10 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 10.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°02'17" EAST 10.62 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 670.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 195.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°07'55" EAST 194.80 FEET, TO THE POINT OF REVERSE CURVATURE AND THE POINT OF BEGINNING.

CONTAINING 3.62 ACRES AND/OR 157,509 SQUARE FEET, MORE OR LESS. ✓

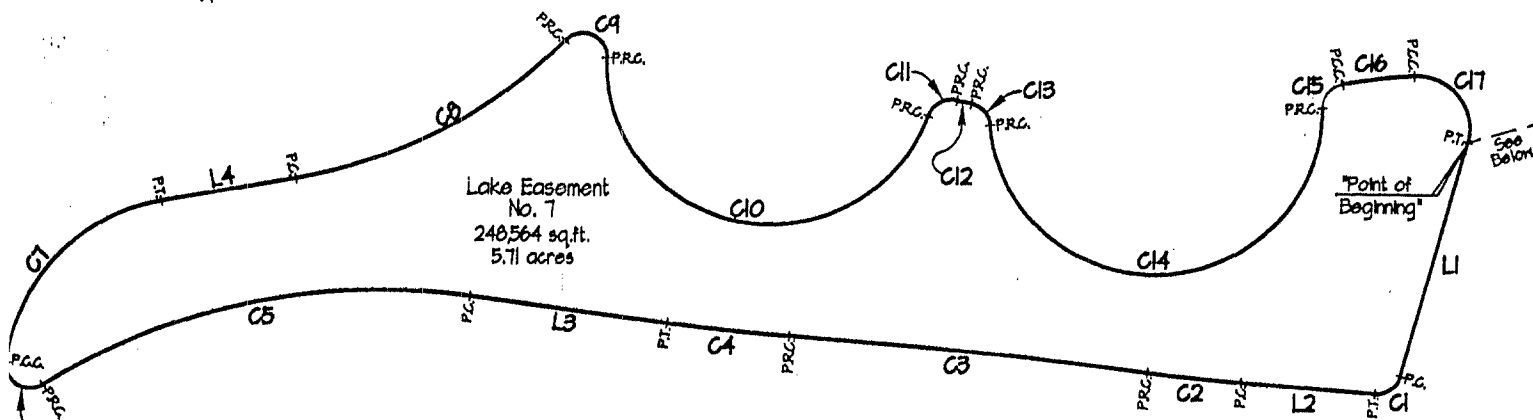
LAKE EASEMENT NO. 7

MAP SHOWING SKETCH OF

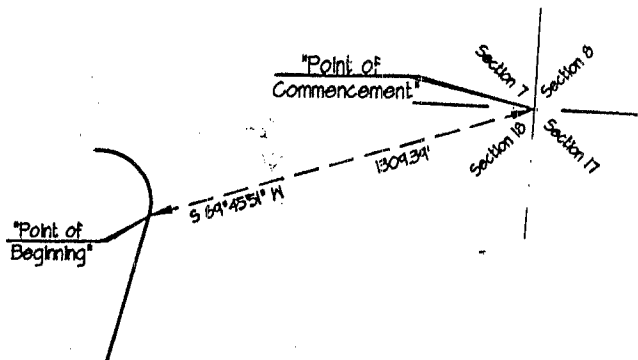
082022-61895

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.
(SEE LEGAL DESCRIPTION ATTACHED)

SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST



SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 11°06'12\" W	253.72'
L2	N 89°33'42\" W	137.66'
L3	N 86°10'35\" W	204.91'
L4	N 75°54'14\" E	140.23'

STATE PLANE COORDINATES

6051 N 2068,974.3146
E 504,321.13456076 N 2081,819.0547
E 487,312.3688

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	25.00'	34.62'	31.92'	S 50°46'15\" W	79°20'06\"
C2	1870.00'	46.36'	46.35'	N 88°05'08\" W	02°57'08\"
C3	6130.00'	368.65'	368.54'	N 88°14'56\" W	03°26'44\"
C4	1870.00'	126.54'	126.56'	N 88°06'56\" W	03°52'43\"
C5	660.00'	458.34'	444.18'	S 73°55'45\" W	39°47'20\"
C6	25.00'	56.27'	45.12'	N 61°28'51\" W	128°58'10\"
C7	195.00'	248.39'	231.44'	N 34°29'44\" E	72°59'10\"
C8	505.00'	316.19'	311.05'	N 58°03'00\" E	35°52'27\"
C9	25.00'	60.02'	46.61'	S 71°06'40\" E	137°33'07\"
C10	170.00'	483.41'	336.23'	S 83°47'54\" E	162°55'34\"
C11	25.00'	37.08'	33.78'	N 57°13'54\" E	84°54'10\"
C12	670.00'	14.96'	14.96'	S 80°54'53\" E	01°16'45\"
C13	25.00'	31.87'	29.76'	S 45°01'58\" E	73°02'37\"
C14	170.00'	526.65'	334.92'	N 82°44'22\" E	177°29'54\"
C15	25.00'	35.46'	32.56'	N 34°37'37\" E	81°16'24\"
C16	518.19'	73.43'	73.37'	N 74°19'26\" E	08°07'10\"
C17	55.00'	103.40'	88.83'	S 42°45'23\" E	107°43'11\"

IT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Notes:

BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076). THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY. ELEVATIONS SHOWN THIS (15.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929). BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 120071 - 1 MAP REVISED DATE: 8-15-04.

UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.

THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
O.C.	POINT ON CURVE	O.H.L.	OVERHEAD LINE
O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
T.	POINT OF TANGENCY	W.	WITH
C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
I.	POINT OF INTERSECTION	R.	RADIUS EQUALS
M.	RIGHT OF WAY	L.	ARC LENGTH EQUALS
R.V.	OFFICIAL RECORDS VOLUME	CH.	CHORD BEARING & DISTANCE EQUALS
B.	DEED BOOK	D.	DELTA OR CENTRAL ANGLE EQUALS

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
X-X DENOTES FENCE
○ DENOTES 1/2\"/>

DATE: JUNE 18, 2008

SCALE: 1\"/>

JOB NO.: 18802

P. BOOK(S): N/A

PAGES: N/A

COMPUTER: L-ESMT.DWG

FILE NAME: Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
7550 BELFORT PARKWAY, SUITE 1600
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LAKE EASEMENT NO. 7

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 69°45'51" WEST, A DISTANCE OF 1,309.39 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 11°06'12" WEST, A DISTANCE OF 253.72 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°46'15" WEST, A DISTANCE OF 31.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°33'42" WEST, A DISTANCE OF 137.66 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,870.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 96.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°05'08" WEST 96.35 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6,130.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 368.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°19'56" WEST 368.59 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,870.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 126.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°06'56" WEST 126.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°10'35" WEST, A DISTANCE OF 204.91 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 458.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°55'45" WEST 449.18 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 56.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°28'51" WEST 45.12 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 195.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 248.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°29'44" EAST 231.94 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°59'14" EAST, A DISTANCE OF 140.23 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 505.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 316.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°03'00" EAST 311.05 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 60.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°06'40" EAST 46.61 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 423.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°47'54" EAST 336.23 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 37.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 57°13'54" EAST 33.78 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 670.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 14.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°54'53" EAST 14.96 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 31.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°01'58" EAST 29.76 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 526.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°44'22" EAST 339.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 35.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°37'37" EAST 32.56 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 518.19 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 73.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°19'26" EAST 73.37 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 103.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°45'23" EAST 88.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 5.71 ACRES AND/OR 248,564 SQUARE FEET, MORE OR LESS.

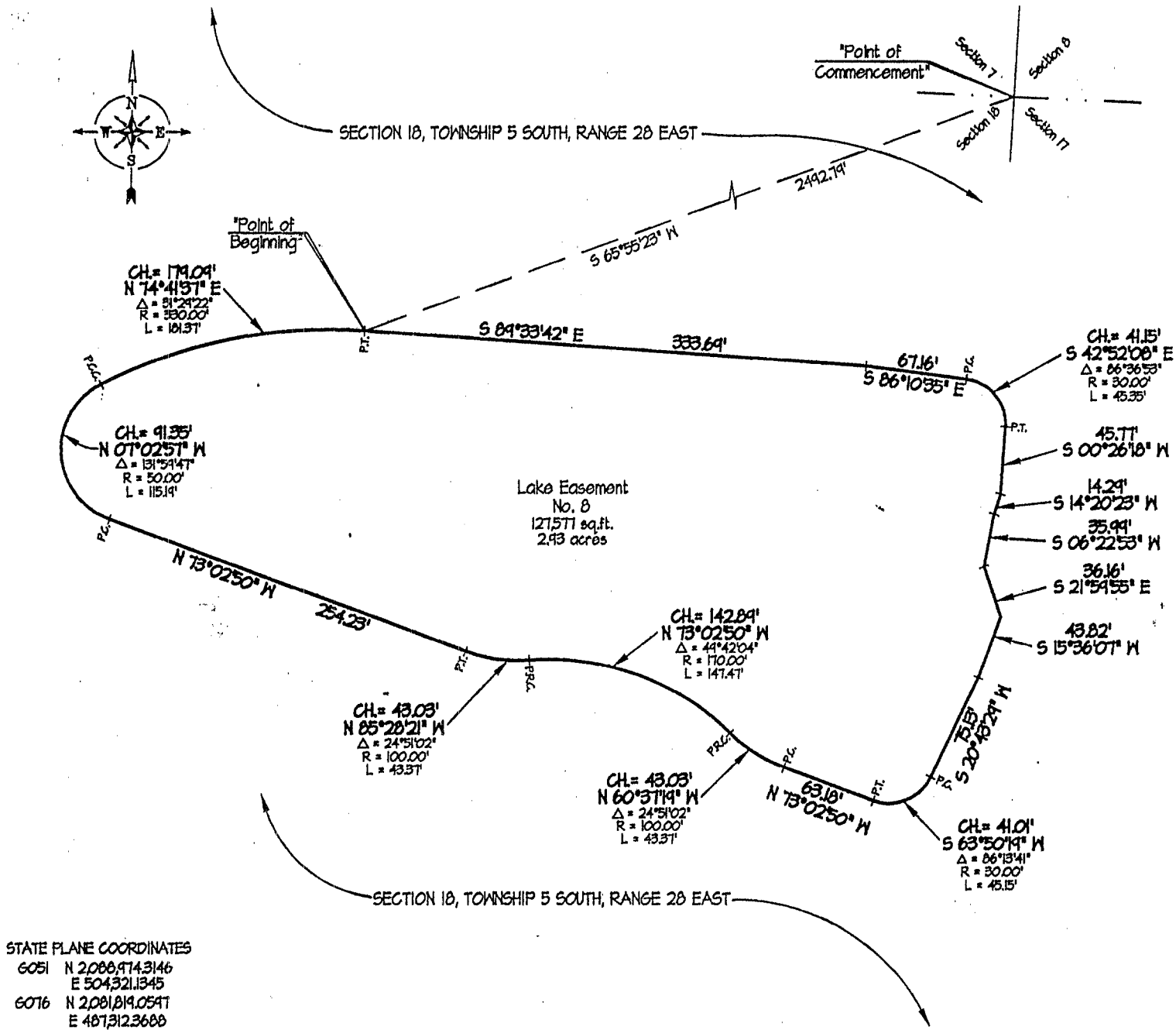
LAKE EASEMENT NO. 8

MAP SHOWING SKETCH OF

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 65°55'23" WEST, A DISTANCE OF 2442.74 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 84°33'42" EAST, A DISTANCE OF 333.64 FEET, TO A POINT; THENCE SOUTH 06°10'35" EAST, A DISTANCE OF 67.16 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 43.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°52'08" EAST 41.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°26'18" WEST, A DISTANCE OF 45.71 FEET, TO A POINT; THENCE SOUTH 14°20'23" WEST, A DISTANCE OF 14.24 FEET, TO A POINT; THENCE SOUTH 06°22'53" WEST, A DISTANCE OF 35.44 FEET, TO A POINT; THENCE SOUTH 21°54'55" EAST, A DISTANCE OF 36.16 FEET, TO A POINT; THENCE SOUTH 15°36'07" WEST, A DISTANCE OF 43.82 FEET, TO A POINT; THENCE SOUTH 20°43'24" WEST, A DISTANCE OF 75.13 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 45.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°50'14" WEST 41.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°02'50" WEST, A DISTANCE OF 63.18 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 43.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60°31'14" WEST 43.03 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 147.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°02'50" WEST 142.04 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 43.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°28'21" WEST 43.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 73°02'50" WEST, A DISTANCE OF 254.23 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 115.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°02'51" WEST 91.35 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 181.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°41'31" EAST 174.04 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 2.93 ACRES AND/OR 127,571 SQUARE FEET, MORE OR LESS.



STATE PLANE COORDINATES
6051 N 2086,974.3146
E 504321.1345
6076 N 2081,819.0547
E 487,312.3680

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

- Notes:**
1. BEARINGS ARE BASED STATE PLANE COORDINATES (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT FURNISH TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THUS (15.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
 4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 120071 - 1, MAP REVISION DATE: 8-15-84
 5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
 6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
PRM	PERMANENT REFERENCE MONUMENT	LB	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	OL	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W	WITH
P.C.C.	POINT OF COMPOUND CURVE	OL	OVERHEAD LINES
PRG.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R	RADIUS EQUALS
R/M	RIGHT OF WAY	L	ARC LENGTH EQUALS
OR.V.	OFFICIAL RECORDS VOLUME	CH	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	D	DELTA OR CENTRAL ANGLE EQUALS
PG	PAGE	IN	INCHES

LEGEND		DATE	
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X-X	DENOTES FENCE	JOB NO.	135022
O	DENOTES 1/2" IRON PIPE SET (LS 666)	P. BOOK(S)	N/A
●	DENOTES IRON PIPE FOUND (AS NOTED)	PAGE(S)	N/A
X	DENOTES CROSS CUT	COMPUTER FILE NAME	L-ESMT8.DWG
			Drawn by RM

A & J LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 6661
PROFESSIONAL LAND SURVEYORS
1750 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE: (904) 216-1666
FAX: (904) 216-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 471.2021, FLORIDA STATUTES.

Jonathan B. Bowman
JONATHAN B. BOWMAN, STATE OF FLORIDA

MAP SHOWING SKETCH OF

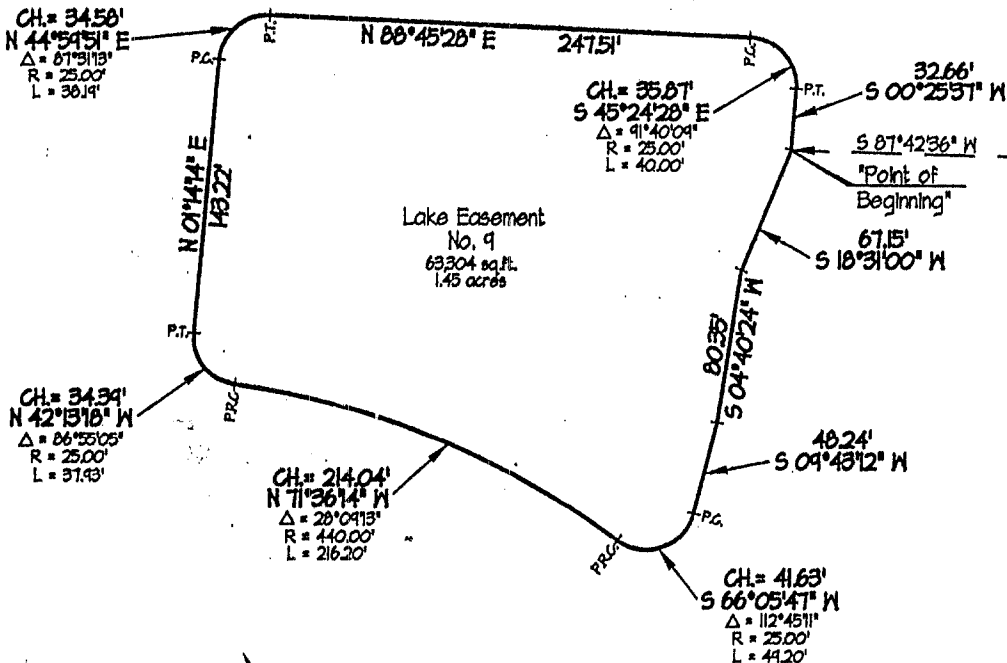
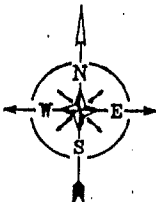
0R2022P61899

LAKE EASEMENT NO. 9

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 87°42'36" WEST, A DISTANCE OF 3518.71 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 18°31'00" WEST, A DISTANCE OF 67.15 FEET, TO A POINT; THENCE SOUTH 04°40'24" WEST, A DISTANCE OF 80.35 FEET, TO A POINT; THENCE SOUTH 09°43'12" WEST, A DISTANCE OF 48.24 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 49.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°05'47" WEST 41.63 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 440.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 216.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°36'14" WEST 214.04 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 37.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°13'18" WEST 34.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°14'14" EAST, A DISTANCE OF 143.22 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 38.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°54'51" EAST 34.58 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°45'28" EAST, A DISTANCE OF 247.51 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 40.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'28" EAST 35.87 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°25'37" WEST, A DISTANCE OF 32.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.45 ACRES AND/OR 63304 SQUARE FEET, MORE OR LESS.



SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST

STATE PLANE COORDINATES

6051 N 2088974.3146
E 504321.1345
6076 N 2081819.0597
E 4873123688

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

- Notes:
1. BEARINGS ARE BASED STATE PLANE COORDINATES. (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THIS (5.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929, (N.G.V.D. OF 1929).
 4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 120077, MAP REVISED DATE: 8-15-01
 5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
 6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

PCP	PERMANENT CONTROL POINT	EBT	EASEMENT
PRM	PERMANENT REFERENCE MONUMENT	LB	LICENSED BUSINESS
P.C.	POINT ON CURVE	OL	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	W.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	W	WITH
P.C.C.	POINT OF COMPOUND CURVE	OH	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R	RADIUS
R/W	RIGHT OF WAY	L	LENGTH
OR V.	OFFICIAL RECORDS VOLUME	CH	CHORD BEARING & DISTANCE EQUALS
DB	DEED BOOK	D	DELTA OR CENTRAL ANGLE EQUALS

LEGEND		DATE	JUNE 18, 2003
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X-X	DENOTES FENCE	JOB NO.	13502
<input type="checkbox"/>	DENOTES 1/2" IRON PIPE SET (LB 666)	P. BOOK(S)	N/A
<input type="checkbox"/>	DENOTES IRON PIPE POUND (AS NOTED)	PAGES	N/A
X	DENOTES CROSS CUT	COMPUTER FILE NAME	L-ESMT9.DWG
			Drawn by RM

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CERTIFICATE OF AUTHORIZATION NO. LB 6661
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7550 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE: (904) 296-1666
FAX: (904) 296-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES.

[Signature]
JAMES H. BOWEN, STATE OF FLORIDA

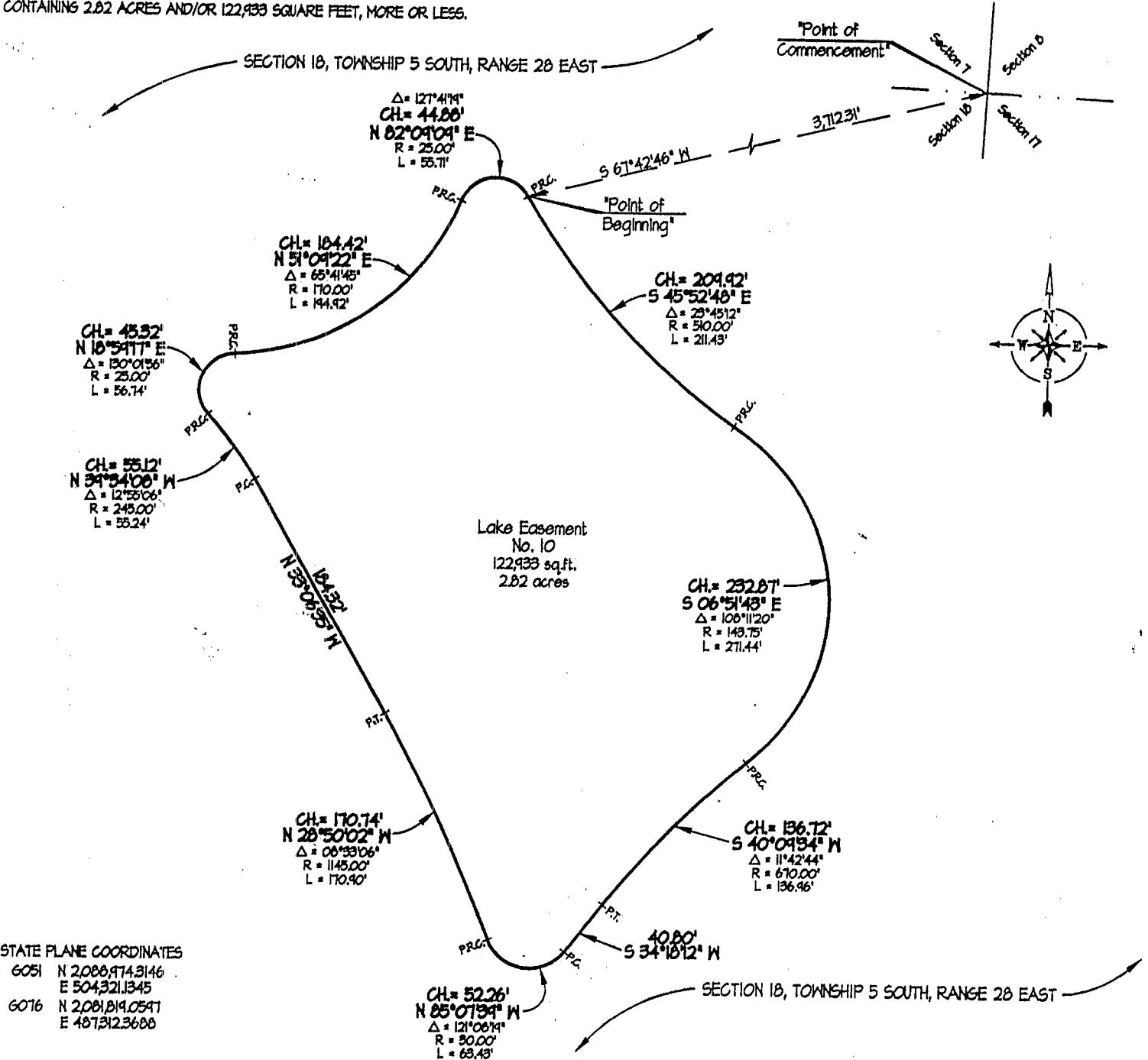
MAP SHOWING SKETCH OF

DR 2022-61900

LAKE EASEMENT NO. 10

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 20 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTIONS 10, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE, THENCE SOUTH 67°42'46" WEST, A DISTANCE OF 3,712.31 FEET, TO A POINT BEING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 510.00 FEET, AND THE POINT OF BEGINNING, THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 211.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°52'48" EAST 209.92 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 143.75 FEET; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 271.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°51'43" EAST 232.87 FEET, TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 670.00 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 136.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°09'34" WEST 136.72 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°10'12" WEST, A DISTANCE OF 40.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 63.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°07'39" WEST 52.26 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 170.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°50'02" WEST 170.74 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33°06'55" WEST, A DISTANCE OF 184.32 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 245.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 55.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°34'06" WEST 55.12 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 56.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°54'17" EAST 45.32 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 194.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°09'22" EAST 184.42 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 55.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°09'04" EAST 44.88 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.82 ACRES AND/OR 122,933 SQUARE FEET, MORE OR LESS.



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

- Notes:
1. BEARINGS ARE BASED STATE PLANE COORDINATES, (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THIS (15.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929 (N.G.V.D. OF 1929).
 4. BY GRAPING PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 120071 - MAP REVISED DATE: 0-15-04
 5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
 6. THERE MAY BE RESTRICTIONS OR ENCUMBRANCES OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY			
P.C.P.	PERMANENT CONTROL POINT	LB	LAKE EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	LB	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING	CH	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	CH	CHAIN LINK FENCE
P.C.	POINT OF CURVATURE	H.P.F.	HOOD PRIVACY FENCE
P.T.	POINT OF TANGENCY	A/C	AIR CONDITIONER
P.C.C.	POINT OF COMPOUND CURVE	W	WITH
P.R.C.	POINT OF REVERSE CURVATURE	CH	OVERHEAD LINES
P.I.	POINT OF INTERSECTION	F.M.	FIELD MEASURED
R.W.	RIGHT OF WAY	R	RADIUS EQUALS
OR V.	OFFICIAL RECORDS VOLUME	L	ARC LENGTH EQUALS
D.B.	DEED BOOK	CH	CHORD BEARING & DISTANCE EQUALS
P.S.	PAGE	D	DELTA OR CENTRAL ANGLE EQUALS

LEGEND		DATE	JUNE 10, 2003
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<input type="radio"/>	DENOTES IRON PIPE POINT (AS NOTED)	PAGES	N/A
X	DENOTES CROSS CUT	COMPUTER FILE NAME	L-ESMT0.DWG
		Drawn by	RM

A & J LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 6661
PROFESSIONAL LAND SURVEYORS
7500 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE: (904) 246-1666
FAX: (904) 246-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H1-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Jonathan R. Rowan
JONATHAN R. ROWAN - STATE OF FLORIDA

MAP SHOWING SKETCH OF

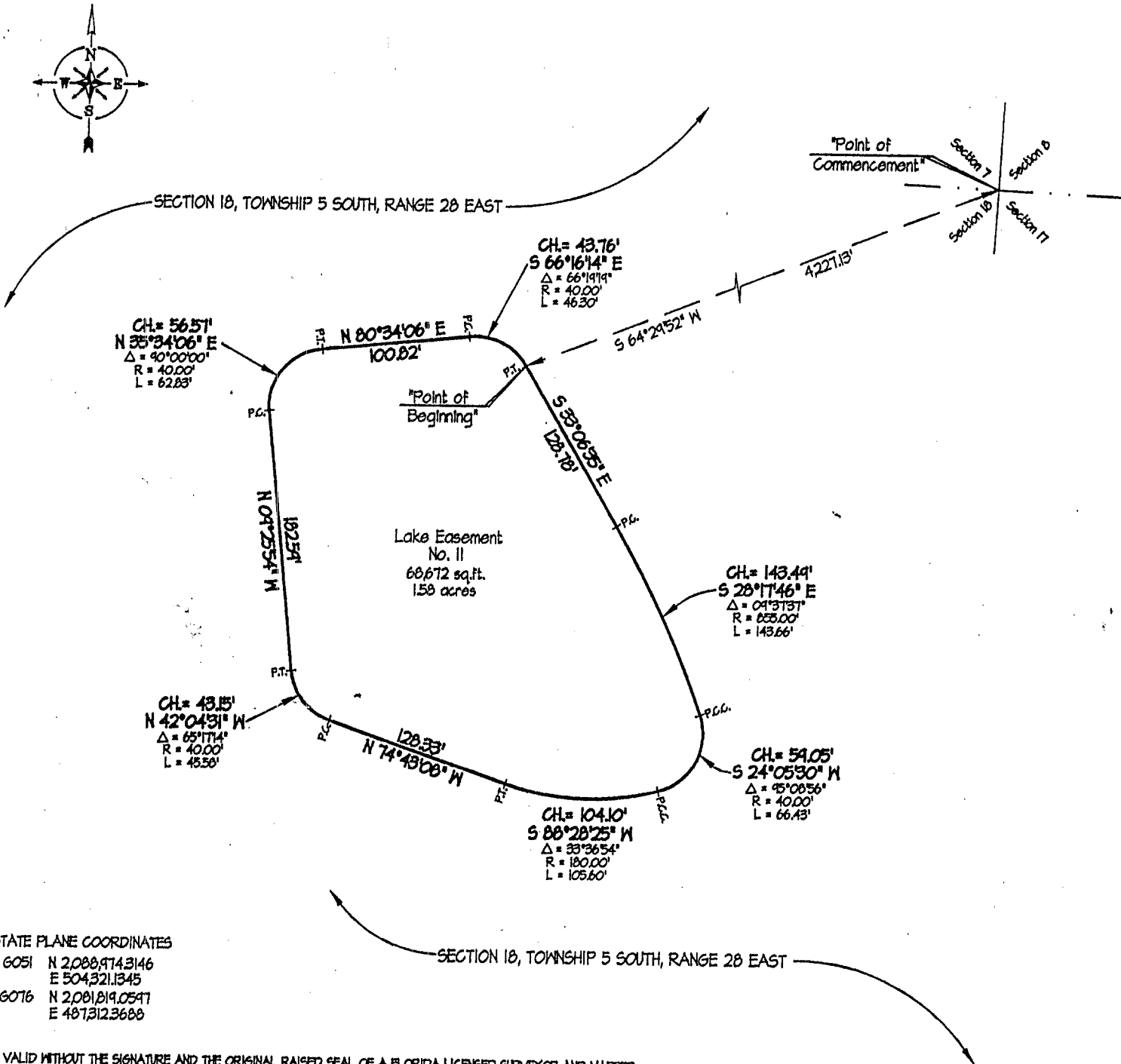
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LAKE EASEMENT NO. II

A PORTION OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHN'S COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTION 18, AND SECTIONS 17, 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 64°29'52" WEST, A DISTANCE OF 4,227.13 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 33°06'35" EAST, A DISTANCE OF 128.78 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 143.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°17'46" EAST 143.44 FEET, TO THE POINT OF COMPOUND SAID CURVE A DISTANCE OF 66.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°05'30" WEST 54.05 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 105.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°28'25" WEST 104.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°43'08" WEST, A DISTANCE OF 128.33 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 43.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°04'31" WEST 43.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°25'54" WEST, A DISTANCE OF 182.54 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 62.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°34'06" EAST 56.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°34'06" EAST, A DISTANCE OF 100.82 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 46.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°16'14" EAST 43.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 1.58 ACRES AND/OR 68,672 SQUARE FEET, MORE OR LESS.



STATE PLANE COORDINATES

6051 N 2,088,974.3146
E 504,321.1345
6076 N 2,081,819.0547
E 487,312.3688

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

- Notes:
1. BEARINGS ARE BASED STATE PLANE COORDINATES, (6051 AND 6076)
 2. THIS IS A SKETCH ONLY, AND DOES NOT PURPORT TO BE A FIELD BOUNDARY SURVEY.
 3. ELEVATIONS SHOWN THIS (15.0) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1929, (N.G.V.D. OF 1929).
 4. BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NUMBER, 120071 - , MAP REVISED DATE, 8-15-84
 5. UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
 6. THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

P.C.P.	PERMANENT CONTROL POINT	ESMT	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.B.	LICENSED BUSINESS
P.O.C.	POINT ON CURVE	O.H.L.	OVERHEAD LINE
P.O.B.	POINT OF BEGINNING	C.L.F.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	M.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	A/C	AIR CONDITIONER
P.T.	POINT OF TANGENCY	N	NORTH
P.C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R	RADIUS
R.M.	RIGHT OF WAY	L	LENGTH
O.R.V.	OFFICIAL RECORDS VOLUME	CH	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	DA	DELTA OR CENTRAL ANGLE EQUALS
ES	EASEMENT		

LEGEND

- ☐ DENOTES CONCRETE MONUMENT
X-X DENOTES FENCE
O DENOTES 1/2" IRON PIPE SET (L.B. 6664)
o DENOTES IRON PIPE FOUND (AS NOTED)
X DENOTES CROSS CUT

DATE JUNE 18, 2008

SCALE 1" = 100'

JOB NO. 13502

P. BOOK(S) N/A

PAGES N/A

COMPUTER L-EASMT.DWG

FILE NAME Drawn by RM

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 6661

PROFESSIONAL LAND SURVEYORS
1750 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256

OFFICE (904) 246-1666
FAX (904) 246-1644

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H17-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature]
JANUARY 18, 2009

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR ST. JOHNS COUNTY, FLORIDA
GENERAL CIVIL DIVISION

ST. JOHNS FOREST COMMUNITY
DEVELOPMENT DISTRICT,

Plaintiff,

vs.

THE STATE OF FLORIDA, AND THE
TAXPAYERS, PROPERTY OWNERS AND
CITIZENS OF ST. JOHNS FOREST
COMMUNITY DEVELOPMENT DISTRICT,
INCLUDING NON-RESIDENTS OWNING
PROPERTY OR SUBJECT TO TAXATION
THEREIN,

Defendants.

CASE NO: CA 03-230

DIVISION: 55

Public Records of
St. Johns County, FL
Clerk# 03-038288
O.R. 1966 PG 1713
12:51PM 06/05/2003
REC \$0.00 SUB \$0.00

FINAL JUDGMENT

This cause came on to be heard on the 3rd day of June, 2003, at the hour of 9:15 A.M. on said day in the St. Johns County Courthouse at the St. Johns County Judicial Center, 4010 Lewis Speedway, St. Augustine, Florida, 32095, in the County of St. Johns, in the Seventh Judicial Circuit of Florida on the complaint of the St. Johns Forest Community Development District, a local unit of special purpose government, created and existing under and by virtue of the provisions of Chapter 190, Florida Statutes (2002), as amended (the "Act"), Plaintiff herein, for the validation of not to exceed \$18,000,000 St. Johns Forest Community Development District Capital Improvement Revenue Bonds (the "Bonds") to be issued in one or more series, to be payable from and secured by, inter alia, certain special assessments to be declared, assessed, equalized, levied and collected in connection with the Capital Improvement Program to be financed with the proceeds of the Bonds (the "Special Assessments"), pursuant to a Notice and Order to Show Cause heretofore issued by this Court requiring the Defendants to show cause at said time and place why the Bonds and the

Closed

proceedings theretofore taken by the Plaintiff therefor, all as described in the Complaint, should not be validated and confirmed as prayed in said Complaint and it appearing that copies of said Order to Show Cause and of said Complaint were served on the State Attorney of this Seventh Judicial Circuit of Florida as required by law and that said Order to Show Cause was published as required by law and that said State Attorney has filed an Answer as required by law and that said Complaint has also been served on the Division of Bond Finance of the State Board of Administration of the State of Florida as required by law, that no one except the State Attorney and the Plaintiff have made any appearance or filed any pleading of any kind whatever in said matter, that the Court has jurisdiction in this cause and of the subject matter hereof and of the parties hereto, and evidence having been introduced, the Court having received and reviewed a Joint Stipulation of the Parties as to certain facts and matters of law as to which the Court may take judicial notice, and the cause submitted for consideration and decision, the Court having heard and determined all the questions of law and fact in this cause, finds as follows:

1. That all the material allegations of said Complaint filed herein are true, the issuance of the Bonds has been duly authorized;
2. That the Plaintiff is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended through 2002 (the "Act") and that the District has properly recorded the Notice of Establishment required by Section 190.0485 of the Act within thirty (30) days of the effective date of the Ordinance establishing the District and that the provisions of such Section 190.0485 have been satisfied;

3. That the Board of Supervisors of the Plaintiff (the "Board of Supervisors") is lawfully constituted and authorized under the Act to exercise all powers of a board of supervisors of a community development district;

4. That the Plaintiff is authorized to bring this action pursuant to Chapter 75, Florida Statutes;

5. That Plaintiff is authorized by the Act, and particularly by Sections 190.021(7) and 190.022 of the Act and Chapter 170 and Sections 197.3632 and 197.3635, Florida Statutes (2002), as amended (collectively, the "Assessment Statutes"), to declare, assess, equalize, levy and collect special assessments on property within the boundaries of the Plaintiff specially benefitted by assessable improvements as more fully described below (the "Special Assessments") and to issue, sell and deliver bonds payable from and secured by such Special Assessments as provided in Section 190.016 of the Act;

6. That the Plaintiff is empowered to finance and manage the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District, such services and facilities to consist of, among other things, certain road improvements, drainage and water management improvements, water and wastewater improvements and other improvements permitted by the Act (the "Capital Improvement Program"), all as more specifically described in Exhibit B attached to the Complaint and made a part thereof.

7. On March 17, 2003, the Board duly adopted Resolution 2003-16, attached to the Complaint as Exhibit C, entitled:

"A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEEDS\$18,000,000 ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES; APPROVING THE FORM OF A MASTER TRUST INDENTURE AND APPOINTING A TRUSTEE; APPROVING THE CAPITAL IMPROVEMENT PROGRAM OF THE DISTRICT; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; MAKING CERTAIN FINDINGS AND AUTHORIZING CERTAIN ACTS; AND PROVIDING AN EFFECTIVE DATE."

pursuant to which the Board of Supervisors proposes to issue the Bonds under and pursuant to a Master Trust Indenture (the "Indenture"), from the Plaintiff to SunTrust Bank, a Georgia banking corporation, as trustee, or any successor bank or trust company permitted under the Indenture (the "Trustee"), the form of which, subject to such changes as shall be approved by the Board of Supervisors, are attached as exhibits to the Complaint;

8. That proceeds of the Bonds will be deposited with the Trustee in accordance with the Bond Resolution and the Indenture, and, after payment of expenses of issuing the Bonds and after making certain deposits required by the Bond Resolution and the Indenture, the remaining proceeds will be disbursed by the Trustee to the Plaintiff for use by the Plaintiff in the acquisition and construction of the Projects;

9. That the principal of and interest on the Bonds shall be payable from, and secured by, the Special Assessments to be levied and collected by the Plaintiff with respect to the Capital Improvement Program, and certain other amounts, all as provided in the Indenture;

10. That the cost of the planning, acquisition, construction, reconstruction, equipping and installation of such systems, facilities and improvements comprising the Capital Improvement Program will constitute "assessable improvements" within the meaning of the Act and the Assessments Statutes and the Plaintiff is authorized to issue the Bonds and to apply the proceeds

received from the sale of the Bonds in the manner and for the purposes described above and in the Indenture;

11. That the Plaintiff, through the Board of Supervisors, has lawful power and authority to declare, assess, levy, and collect the Special Assessments to defray the costs of the Projects pursuant to and in accordance with the procedure set forth in the Assessment Statutes;

12. That authority is conferred upon the Plaintiff by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(2), 190.016(8), 190.016(13), 190.021(2), 190.022 and 190.023 of the Act, to issue, without the approval of the qualified electors of the Plaintiff, the Bonds for the purposes and in the amounts set forth herein, and to secure and make each series of such Bonds, including the principal thereof, redemption premium, if any, and interest thereon, payable from the Special Assessments levied on the lands within the boundaries of the Plaintiff subject to assessment and benefitted by the systems, facilities and improvements comprising the Capital Improvement Program in respect of which the Bonds are being issued, pursuant to Sections 190.011(14), 190.021(2), 190.022 and 190.023 of the Act;

13. That Plaintiff, through the Board of Supervisors, has lawful power and authority to adopt the Resolution, and, when properly equalized, approved, and confirmed in accordance with the Act and the Assessment Statutes, to levy, collect and pledge the Special Assessments, and to take the other acts contemplated by the Resolution in connection with the issuance, sale, delivery, and payment of the Bonds;

14. That the Plaintiff, through the Board of Supervisors, has lawful power and authority to adopt the Bond Resolution, to levy, collect and pledge the Special Assessments and to take the other acts contemplated by the Resolution and the Indenture in connection with the issuance, sale, delivery, and payment of the Bonds;

15. That neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the Plaintiff within the meaning of the Constitution and laws of Florida; that the Bonds and the Series of which they is a part and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the Plaintiff or a lien upon any property of the Plaintiff other than as provided in the Indenture authorizing the issuance of the Bonds; that no Owner (as defined in the Indenture) or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the Plaintiff or any other public authority or governmental body to pay debt service or to pay any other amounts required to be paid pursuant to the Master Indenture, the Supplemental Indenture, or the Bonds; and that debt service and any other amounts required to be paid pursuant to the Indenture or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to the Bonds, all as provided in the Bonds, in the Indenture.

16. That the Act authorizes the Plaintiff to sell its Bonds at public or private sale and the Bonds, and any series thereof, may be sold by the Plaintiff at public sale by competitive bids or by negotiated sale or pursuant to a private placement, all as shall be set forth in a subsequent resolution of the Board pertaining to the series of Bonds in question; provided, however, that no series of Bonds shall be sold at a price of less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act;

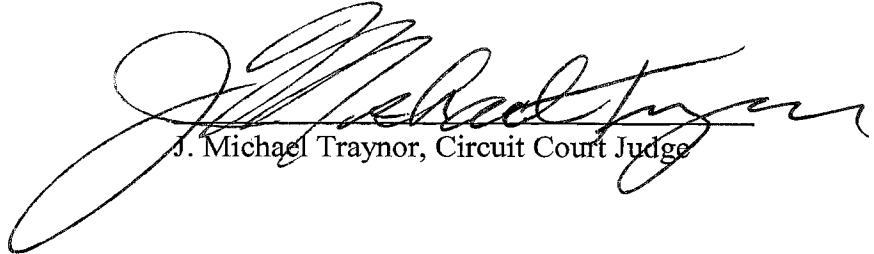
17. That the Bonds will be executed by the Chairman of the Board of Supervisors and attested by the Secretary or a member of the Board of Supervisors designated for such purpose, and the Board of Supervisors expects to cause the signatures of said Chairman and of said Secretary or member to be printed by facsimile signature on the Bonds, so that the only manual signature thereon will be the authenticating signature of the Trustee or its duly designated agent, is in

accordance with Section 116.34 and Section 279.06, Florida Statutes, and, that said Section 116.34 and Section 279.06, having been enacted pursuant to Chapter 63-441, laws of Florida 1963 and Chapter 83-271, Laws of Florida 1983, respectively, prevail over any conflicting provision in Section 215.43, enacted by Chapter 57-763, Laws of Florida 1957, with respect to the need for a manual signature of at least one official of the Board;

18. That the Plaintiff has acted in accordance with the law in all respects and particulars, and when issued and sold, the Bonds will be valid and binding special revenue obligations of the Plaintiff, secured by a pledge of and payable solely from the Series Pledged Revenues and the Series Trust Estate as set forth in the Indenture, that the Indenture will be the valid, legal and binding obligation of the Plaintiff enforceable in accordance with its terms, the Trustee is acceptable to the court and, that the Special Assessments, when equalized and confirmed in accordance with the Act and the Assessment Statutes, will constitute and remain a lien on the property against which imposed coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Bonds, the proceedings heretofore taken for the authorization and issuance of the Bonds, the execution and delivery of the Indenture and the performance by the Plaintiff of its obligations thereunder be and the same are hereby validated and confirmed.

DONE AND ORDERED at St. Johns, Florida, this 3rd day of June, 2003.



J. Michael Traynor, Circuit Court Judge

Copies furnished to: 6/3/03 CW
 William D. Tyler, Esquire
 David R. Smith, Esquire, Assistant State Attorney
 Jonathan T. Johnson, Esquire

3632
S
FIVE MINUTE RECORDING

This space reserved for use
Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Jonathan T. Johnson, Esq.
HOPPING GREEN & SAMS, P.A.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314

Public Records of
St. Johns County, FL
Clerk# 03-022600
O.R. 1927 PG 486
03:18PM 04/04/2003
REC \$21.00 SUR \$3.00

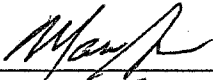
**NOTICE OF ESTABLISHMENT OF THE
ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT**

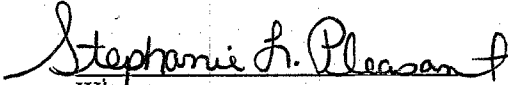
PLEASE TAKE NOTICE that on February 25, 2003, pursuant to a petition filed by Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, the St. Johns County Commission adopted an Ordinance which became effective on March 6, 2003, establishing the St. Johns Forest Community Development District. The legal description of the lands encompassed within the District is attached hereto as Attachment "A." The District is a special purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting the District's registered agent as designated to the Department of Community Affairs in accordance with Section 189.416, Florida Statutes.

THE ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

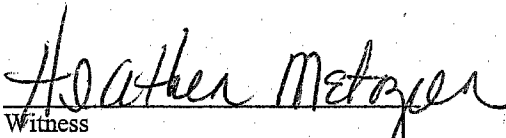
IN WITNESS WHEREOF, this Notice has been executed on the 25TH day of MARCH, 2003, and recorded in the Official Records of St. Johns County, Florida.

ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT

By: 
Marc Spence, Chairman


 Witness

Stephanie L. Pleasant
 Print Name


 Witness

HEATHER METOYER
 Print Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25TH day of MARCH, 2003, by
MARC SPENCER, Chairman of the St. Johns Forest Community Development District, who is
personally known to me or who has produced _____ as identification and who Did []
of Did Not [☒] take an oath.



Lana Cahill
MY COMMISSION # DD140741 EXPIRES
November 2, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Print Name: LANA CAHILL
Notary Public, State of Florida

Commission No.: DD140741

My Commission Expires: 11-2-06

ST. JOHNS FOREST
COMMUNITY DEVELOPMENT DISTRICT
MEETS AND BOUNDS DESCRIPTION
OF EXTERNAL BOUNDARIES

PR1927PG 489

A PARCEL OF LAND BEING A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTIONS 17 AND 18, AND SECTIONS 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'06" WEST, ALONG THE NORTH LINE OF SAID SECTION 18, AND THE SOUTH LINE OF SECTION 7, A DISTANCE OF 196.66 FEET, TO A POINT SITUATE IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, AS SHOWN ON ST. JOHNS COUNTY ROAD PLAT BOOK 1, PAGES 9, 10, 11, 12 AND 13, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AS ESTABLISHED FOR MAINTENANCE PURPOSES, SAID RIGHT OF WAY OF RUSSELL SAMPSON ROAD HAVING AN UNDETERMINED RIGHT OF WAY WIDTH, FOR A POINT OF BEGINNING. THENCE SOUTH 42°11'19" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 443.75 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539, OF SAID PUBLIC RECORDS; THENCE SOUTH 30°00'36" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 967.59 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 60°11'31" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 700.12 FEET, TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 29°57'37" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 878.34 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD; THENCE SOUTH 58°51'51" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 667.68 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 31°22'51" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 369.89 FEET; THENCE SOUTH 58°57'22" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 358.26 FEET; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331, OF SAID PUBLIC RECORDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 30°58'51" EAST, 105.24 FEET; COURSE NO. 2: NORTH 25°03'57" EAST, 147.35 FEET; COURSE NO. 3: NORTH 43°53'35" EAST, 119.00 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS, AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, SAID RIGHT OF WAY AT THIS POINT BEING 100 FEET IN WIDTH, AS SHOWN ON THE PLAT OF MEEHAN ESTATES, AS RECORDED IN MAP BOOK 20, PAGES 34 AND 35 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°39'02" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 146.28 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4,439.30 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 299.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°35'03" EAST 299.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°31'02" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 71.53 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,281.08 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 257.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°46'07" EAST 256.63 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°01'12" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 397.76 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1026, PAGE 175 OF SAID PUBLIC RECORDS; THENCE SOUTH 38°35'38" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 512.05 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 55°13'23" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 506.95 FEET; THENCE SOUTH 88°47'26" EAST, ALONG THE SOUTH LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 69.97 FEET, TO A POINT SITUATE IN THE EAST LINE OF THE NORTHWEST ¼ OF SAID

SHEET 1 OF 2

EXHIBIT A

ST. JOHNS FOREST
COMMUNITY DEVELOPMENT DISTRICT
MEETS AND BOUNDS DESCRIPTION
OF EXTERNAL BOUNDARIES

0R1927PG 490

SECTION 17; THENCE SOUTH 00°23'37" EAST, ALONG SAID LAST MENTIONED LINE AND ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 17, A DISTANCE OF 1,404.55 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 17; THENCE SOUTH 89°05'10" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼, A DISTANCE OF 1,315.95 FEET, TO A POINT SITUATE IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 17; THENCE SOUTH 02°24'33" WEST, ALONG LAST SAID LINE, A DISTANCE OF 91.58 FEET, TO A POINT SITUATE IN A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,801.93 FEET, SAID CURVE LYING 13.00 FEET NORTHWESTERLY OF AND CONCENTRIC TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, FORMERLY STATE ROAD NO. S-210, (AS ESTABLISHED AS A 100 FOOT RIGHT OF WAY AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7851-250, DATED FEBRUARY 14, 1951), SAID RIGHT OF WAY PRESENTLY BEING VARIABLE IN WIDTH, SAID NORTHWESTERLY RIGHT OF WAY BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,814.93 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND CONCENTRIC TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, A DISTANCE OF 74.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°04'07" WEST 74.02 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°49'31" WEST, PARALLEL TO AND 13.00 FEET NORTHWESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, A DISTANCE OF 1,460.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,229.01 FEET, SAID CURVE BEING CONCENTRIC TO AND 13.00 FEET NORTHWESTERLY OF THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. C-210, HAVING A RADIUS OF 2,242.01 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND CONCENTRIC TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, A DISTANCE OF 199.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°23'09" WEST, 199.17 FEET, TO A POINT SITUATE IN THE EASTERLY BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1373, PAGE 239, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 16°14'06" WEST, ALONG LAST SAID LINE, A DISTANCE OF 970.14 FEET; THENCE NORTH 61°47'00" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,030.39 FEET; THENCE SOUTH 89°23'11" WEST, ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,320.44 FEET, TO THE NORTHWEST CORNER THEREOF, AND A POINT SITUATE IN THE WEST LINE OF SAID SOUTHWEST ¼ OF SECTION 17; THENCE NORTH 00°35'35" WEST, ALONG LAST SAID LINE, A DISTANCE OF 943.22 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 89°41'37" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 18, AND ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 18, A DISTANCE OF 4,268.43 FEET, TO A POINT; THENCE NORTH 09°39'07" WEST, A DISTANCE OF 1,502.28 FEET, TO A POINT; THENCE NORTH 02°34'02" WEST, A DISTANCE OF 1,161.99 FEET, TO A POINT SITUATE IN THE NORTHERLY LINE OF THE NORTHWEST ¼ OF SAID SECTION 18; THENCE NORTH 88°45'18" EAST, ALONG THE NORTHERLY LINE OF THE NORTHWEST ¼ OF SAID SECTION 18, AND THE SOUTHERLY LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1702.25 FEET, TO THE SOUTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1511, PAGE 1475 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°45'06" EAST, ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED LANDS, AND THE NORTHERLY LINE OF THE NORTHWEST ¼ OF SAID SECTION 18, ALSO BEING THE SOUTHERLY LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 2,644.87 FEET, TO A POINT SITUATE IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUSSELL SAMPSON ROAD, AND THE POINT OF BEGINNING.

CONTAINING 18,919.616 SQUARE FEET AND/OR 434.3 ACRES, MORE OR LESS.

PREPARED BY AND RETURN TO:

Taylor Woodrow
8430 Enterprise Circle, Suite 100
Bradenton, FL 34202

8
⑦

CORRECTIVE SPECIAL WARRANTY DEED
(Florida Property)

THIS CORRECTIVE SPECIAL WARRANTY DEED, made this 18th day of December, 2003 from **RAYLAND, LLC**, a Delaware limited liability company, (formerly known as RAYLAND COMPANY, INC.) an address of which is P.O. Box 1188, Fernandina Beach, Florida 32035 (the "Grantor"), to **TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C.**, a Florida limited liability company, whose address is 8430 Enterprise Circle, Suite 100, Bradenton, FL 34202 (the "Grantee").

WITNESSETH:

THAT THE GRANTOR, for an in consideration of the sum of Ten and NO/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that 582.21± acres of real property, and improvements thereon, as more particularly described as follows (the "Property"):

**SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.**

Tax Parcel ID # 026400-0000
 026340-0000
 023630-0000

THIS CORRECTIVE SPECIAL WARRANTY DEED is recorded for the purpose of properly correcting a scrivener's error in Exhibit "A" legal description, page two, attached to the originally recorded Special Warranty Deed recorded in O.R. Book 1820, page 1342, and re-recorded in O.R. Book 1991, page 1923, of the Public Records of St. Johns County, Florida.

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2001; reservations, restrictions, easements and all matters of record.

GRANTEE COVENANTS and agrees for itself, its successors and assigns, that no mobile home, modular home, manufactured home, or trailer shall be affixed to any portion of the Property, excepting and limited to construction trailers which may be located thereon during periods of construction or development activities. This covenant shall automatically expire upon the tenth (10th) anniversary of the date of execution of the original deed recorded at O.R. 1820, page 1342, of the Public Records of St. Johns County, Florida. This covenant shall be constructed to be a covenant running with the title to the lands conveyed hereby. If Grantee or its successors and assigns shall violate any part of this covenant, Grantor or its successors and assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, whether or not suit be brought to enforce this covenant.

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

Deleene Bloode
Print Name: Deleene Bloode

Kathleen Baker
Print Name: Kathleen Baker

RAYLAND, LLC,
a Delaware limited liability company
By: Rayonier Timberlands Management, Inc.,
As its Manager

By: *W. D. Ericksen*
W. D. Ericksen
It's: Vice President

Attest: *Tracy K. Arthur*
Tracy K. Arthur
Its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 11th day of December, 2003, by W. D. Ericksen and Tracy K. Arthur, the Vice President and Assistant Secretary, respectively, of Rayonier Timberlands Management, Inc., a Delaware corporation, as the manager and on behalf of RAYLAND, LLC, a Delaware limited liability company, and who are both personally known to me.

Claire M. Coverdell
Claire M. Coverdell (print)
Notary Public, State of Florida
My Commission Expires:
Commission No.:

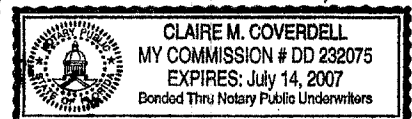


EXHIBIT A

A portion of Sections 7, 17 and 18, all lying within Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at a Rayonier concrete monument at the Section corner common to said Sections 7, 17 and 18 and Section 8, said Township and Range; thence South 88°45'06" West, along the South line of said Section 7 and the North line of said Section 18, a distance of 196.66 feet to a point situate in the Southwesterly right of way line of Russell Sampson Road, said point as shown on St. Johns County Road Plat Book 1, Pages 9, 10, 11, 12 and 13 of the Public Records of said County, as established for maintenance purposes, said right of way of Russell Sampson Road having an undetermined right of way width and being variable in width according to found monumentation for a POINT OF BEGINNING; thence South 42°11'19" East, along said Southwesterly right of way line, a distance of 443.75 feet to the most Northerly corner of those certain lands described in deed recorded in Official Records Book 1080, Page 539 of said Public Records; thence South 30°00'36" West, along the Northwesterly line of said last mentioned lands, a distance of 967.59 feet to the most Westerly corner thereof; thence South 60°11'31" East, along the Southwesterly line of said last mentioned lands, a distance of 700.12 feet to the most Southerly corner thereof; thence North 29°57'33" East, along the Southeasterly line of said last mentioned lands, a distance of 878.34 feet to the most Easterly corner of said last mentioned lands and a point situate in said Southwesterly right of way line of Russell Sampson Road as monumented; thence South 58°51'42" East, along said Southwesterly right of way line, a distance of 667.68 feet to the most Northerly corner of those certain lands described in Official Records Book 1007, Page 1331 of said Public Records; thence South 31°22'51" West, along the Northwesterly line of said last mentioned lands, a distance of 369.89 feet; thence South 58°57'22" East, along the Southwesterly line of said last mentioned lands, a distance of 358.26 feet; thence the following three (3) courses and distances along the Southeasterly line of said last mentioned lands: Course No. 1: North 30°58'51" East, 105.24 feet; Course No. 2: North 25°03'57" East, 147.35 feet; Course No. 3: North 43°53'54" East, 118.96 feet to the most Easterly corner of said last mentioned lands and a point situate in said Southwesterly right of way line of Russell Sampson Road, said right of way at this point being 100 feet in width as shown on the plat of Meehan Estates, as recorded in Map Book 20, Pages 34 and 35 of said Public Records, said plat being in a Northeasterly direction from this point; thence South 58°39'02" East, along said Southwesterly right of way line, a distance of 146.28 feet to the point of curvature of a curve concave Northeasterly and having a radius of 4,439.30 feet; thence Southeasterly around and along the arc of said curve, continuing along said Southwesterly right of way line, a distance of 299.60 feet, said arc being subtended by a chord bearing and distance of South 60°35'03" East, 299.54 feet to the point of tangency of said curve; thence South 62°31'02" East, continuing along said Southwesterly right of way line, a distance of 71.53 feet to the point of curvature of a curve concave Southwesterly and having a radius of 1,281.08 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 257.06 feet, said arc being subtended by a chord bearing and distance of South 56°46'07" East, 256.63 feet to the point of tangency of said curve; thence South 51°01'12" East, continuing along said Southwesterly right of way line, a distance of 397.76 feet to the most Northerly corner of those certain lands described in Official Records Book 1026, Page 175 of said Public Records; thence South 38°35'38" West, along the Northwesterly line of said last mentioned lands, a distance of 512.05 feet to the most Westerly corner thereof; thence South 55°13'23" East, along the Southwesterly line of said last mentioned lands, a distance of 506.95 feet; thence South 88°47'26" East, along the South line

of said last mentioned lands, a distance of 69.97 feet to a point situate in the East line of the Northwest 1/4 of said Section 17; thence South 00°23'37" East, along said last mentioned line and along the East line of the Southwest 1/4 of said Section 17, a distance of 1,404.55 feet to a found Rayonier concrete monument situate at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence South 89°05'10" East, along the North line of said Southwest 1/4 of the Southeast 1/4 a distance of 1,315.95 feet to a found Rayonier concrete monument; thence South 02°24'33" West, along the East line of said Southwest 1/4 of the Southeast 1/4 a distance of 91.58 feet to a point situate in a curve concave Northwesterly and having a radius of 2,801.93 feet, said curve lying 13.00 feet Northwesterly — of and concentric to the Northwesterly right of way line of County Road No. C-210 West, formerly State Road No. S-210, (as established as a 100 foot right of way as shown on the State of Florida Department of Transportation Right of Way Map Section 7851-250, dated February 14, 1951), said right of way presently being variable in width, said Northwesterly right of way line being a curve concave Northwesterly and having a radius of 2,814.93 feet thence Southwesterly around and along the arc of said curve and concentric to said Northwesterly right of way line of County Road C210, a distance of 74.02 feet, said arc being subtended by a chord bearing and distance of South 57°04'07" West, 74.02 feet to the point of tangency of said curve; thence South 57°49'31" West, parallel to and 13.00 feet Northwesterly of when measured at right angles to said Northwesterly right of way line of County Road No. C210, a distance of 1,460.25 feet to the point of curvature of a curve concave Northwesterly and having a radius of 2,229.01 feet, said curve being concentric to and 13.00 feet Northwesterly of the curved Northwesterly right of way line of said County Road No. C210, having a radius of 2,242.01 feet; thence Southwesterly around and along the arc of said curve and concentric to said Northwesterly right of way line of County Road No. C210, a distance of 199.24 feet, said arc being subtended by a chord bearing and distance of 60°23'10" West, 199.17 feet to a point situate in the Easterly boundary of those certain lands described in deed recorded in Official Records Volume 1373, Page 239, of said Public Records; thence North 16°14'06" West along said last mentioned line, a distance of 970.14 feet; thence North 61°47'00" West, along the Northeastly line of said last mentioned lands, a distance of 1,030.39 feet; thence South 89°23'11" West, along the Northerly line of said last mentioned lands, a distance of 1,320.44 feet to the Northwest corner thereof and a point situate in the West line of said Southwest 1/4 of Section 17; thence North 00°35'35" West, along said last mentioned line, a distance of 943.22 feet to the Northwest corner of said Southwest 1/4 of Section 17; thence South 89°41'37" West, along the South line of the Northeast 1/4 of said Section 18, and along the South line of the Northwest 1/4 of said Section 18, a distance of 4,268.43 feet; thence North 09°39'07" West, a distance of 1,502.28 feet; thence North 02°34'01" West, a distance of 4,196.70 feet to the point of curvature of a curve concave Easterly and having a radius of 500.00 feet; thence Northerly around and along the arc of said curve, a distance of 490.60 feet, said arc being subtended by a chord bearing and distance of North 25°32'33" East, 471.16 feet to the point of tangency of said curve; thence North 53°39'07" East, a distance of 126.66 feet to a point situate in said Southwesterly right of way line of Russell Sampson Road, said right of way as shown on said County Road Plat Book 1, Pages 9, 10, 11, 12 and 13, aforementioned, said Southwesterly right of way line being a curve concave Southwesterly and having a radius of 4,773.62 feet; thence Southeasterly around and along the arc of said curve and along said Southwesterly right of way line, a distance of 105.39 feet, said arc being subtended by a chord bearing and distance of South 44°23'07" East, 105.39 feet to the point of tangency of said curve; thence South 43°45'10"

East, continuing along said Southwesterly right of way line, a distance of 1,089.24 feet to the point of curvature of a curve concave Northeasterly and having a radius of 1,469.32 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 345.49 feet, said arc being subtended by a chord bearing and distance of South 50°29'20" East, 344.70 feet to the point of tangency of said curve; thence South 57°13'30" East, continuing along said Southwesterly right of way line, a distance of 964.18 feet to the point of curvature of a curve concave Northeasterly and having a radius of 1,937.96 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 344.43 feet, said arc being subtended by a chord bearing and distance of South 62°19'00" East, 343.98 feet to the point of tangency of said curve; thence South 67°24'30" East, continuing along said Southwesterly right of way line, a distance of 83.22 feet to the point of curvature of a curve concave Southwesterly and having a radius of 1,467.16 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 293.01 feet, said arc being subtended by a chord bearing and distance of South 61°41'13" East, 292.53 feet to the point of tangency of said curve; thence South 55°57'53" East, continuing along said Southwesterly right of way line, a distance of 95.05 feet; thence South 34°56'09" West, 165.73 feet to a point situate in the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 7; thence South 89°10'37" West, along said last mentioned line, a distance of 789.59 feet to the Northwest corner thereof; thence South 00°11'29" West, along the West line of said Southwest 1/4 of the Southeast 1/4 of Section 7, a distance of 1,076.29 feet to the Northeast corner of those certain lands described in Official Records Book 1511, Page 1475 of said Public Records; thence South 88°51'15" West, as found monumented, a distance of 200.54 feet to the Northwest corner thereof; thence South 00°02'55" West, along the West line of said last mentioned lands, as found monumented, a distance of 280.28 feet to the Southwest corner thereof and a point situate in the South line of said Section 7 and the North line of said Section 18; thence North 88°45'06" East, along said division line between Sections 7 and 18, a distance of 199.85 feet to the Southeast corner of said last mentioned lands, and the Southwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 7; thence continue North 88°45'06" East, along said division line between Sections 7 and 18, a distance of 1,320.84 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 7; thence North 02°01'05" West, along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 675.24 feet to the Southeast corner of those certain lands described in Official Records Book 382, page 180 of said Public Records, being also the most Southerly corner of those certain lands described in Official Records Book 382, Page 186 of said Public Records; thence North 12°08'56" East, along the Easterly line of said last mentioned lands, a distance of 239.81 feet; thence North 05°16'58" East, and continuing along said last mentioned line, a distance of 253.41 feet to the Northeasterly corner thereof and a point situate in said Southwesterly right of way line of Russell Sampson Road, said right of way line, as shown on said County Road Plat Book 1, Pages 9, 10, 11, 12 and 13, aforementioned, said right of way line being a curve concave Southwesterly and having a radius of 906.06 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, a distance of 121.12 feet, said arc being subtended by a chord bearing and distance of South 49°36'14" East, 121.03 feet to the point of compound curvature of a curve concave Southwesterly and having a radius of 6,216.66 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 423.86

feet, said arc being subtended by a chord bearing and distance of South 43°49'17" East, 423.78 feet to the point of tangency of said curve; thence South 41°52'06" East, continuing along said Southwesterly right of way line, a distance of 1,011.44 feet to a point situate in said division line between Sections 7 and 18; thence North 88°45'06" East, continuing along said Southwesterly right of way line, as per said Road Plat Book 9, Pages 9, 10, 11, 12 and 13, a distance of 13.23 feet to the POINT OF BEGINNING. Containing 582.21 acres, more or less.

THIS DEED IS RE-RECORDED TO CORRECT SCRIVENER'S ERROR IN EXHIBIT "A" LEGAL DESCRIPTION
PAGE 2 (two transposed surveyor measurements).

PREPARED BY:

TRACY K. ARTHUR, ESQ.

RAYONIER INC.

P.O. Box 723

FERNANDINA BEACH, FL 32035

RETURN TO:

Taylor Woodrow Legal Dept.

8430 Enterprise Circle – Suite 100

Bradenton, Florida 34202

Public Records of
St. Johns County, FL
Clerk# 02-056328
O.R. 1820 PG 1342
04:06PM 09/26/2002
REC \$29.00 SUR \$4.00
Doc Stamps \$26,866.70

Public Records of
St. Johns County, FL
Clerk# 03-047594
O.R. 1991 PG 1923
08:55AM 07/10/2003
REC \$29.00 SUR \$4.00

SPECIAL WARRANTY DEED

(Florida Property)

THIS SPECIAL WARRANTY DEED, made this 24th day of September, 2002, from **RAYLAND, LLC**, a Delaware limited liability company, (formerly known as RAYLAND COMPANY, INC.) an address of which is P.O. Box 1188, Fernandina Beach, Florida 32035 (the "Grantor"), to **TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C.**, a Florida limited liability company, whose address is 8430 Enterprise Circle – Suite 100, Bradenton, Florida 34202 (the "Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that 582.21+ acres of real property, and improvements thereon, as more particularly described as follows (the "Property"):

SEE EXHIBIT "A", ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

Tax Parcel ID# 026400-0000
026340-0000
023630-0000

0R1820PG1343

0R1991PG1924

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2001; reservations, restrictions, easements, and all matters of record.

GRANTEE COVENANTS and agrees for itself, its successors and assigns, that no mobile home, modular home, manufactured home, or trailer shall be affixed to any portion of the Property, excepting and limited to construction trailers which may be located thereon during periods of construction or development activities. This covenant shall automatically expire upon the tenth (10th) anniversary of the date of execution of this deed. This covenant shall be construed to be a covenant running with the title to the lands conveyed hereby. If Grantee or its successors and assigns shall violate any part of this covenant, Grantor or its successors and assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, whether or not suit be brought to enforce this covenant.

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

OR1820PG1344

OR1991PG1925

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

William J. Watson
Print Name: WILLIAM J. WATSON

Virginia B Batten
Print Name: Virginia B Batten

RAYLAND, LLC

a Delaware limited liability company

By: Rayonier Timberlands Management, Inc.,
As its Manager

By: W. D. Ericksen
W. D. Ericksen
Its: Vice President

Attest: Tracy K. Arthur
Tracy K. Arthur
Its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 24 day of September 2002, by W. D. Ericksen and Tracy K. Arthur, the Vice President and Assistant Secretary, respectively, of Rayonier Timberlands Management, Inc., a Delaware corporation, as the manager and on behalf of RAYLAND, LLC, a Delaware limited liability company, and who are both personally known to me.

Susan J. Holcombe
SUSAN J. Holcombe (print)
Notary Public, State of Florida
My Commission Expires:
Commission No.:



EXHIBIT "A"

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A portion of Sections 7, 17 and 18, all lying within Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCING at a Rayonier concrete monument at the Section corner common to said Sections 7, 17 and 18 and Section 8, said Township and Range; thence South 88°45'06" West, along the South line of said Section 7 and the North line of said Section 18, a distance of 196.66 feet to a point situate in the Southwesterly right of way line of Russell Sampson Road, said point as shown on St. Johns County Road Plat Book 1, Pages 9, 10, 11, 12 and 13 of the Public Records of said County, as established for maintenance purposes, said right of way of Russell Sampson Road having an undetermined right of way width and being variable in width according to found monumentation for a POINT OF BEGINNING; thence South 42°11'19" East, along said Southwesterly right of way line, a distance of 443.75 feet to the most Northerly corner of those certain lands described in deed recorded in Official Records Book 1080, Page 539 of said Public Records; thence South 30°00'36" West, along the Northwesternly line of said last mentioned lands, a distance of 967.59 feet to the most Westerly corner thereof; thence South 60°11'31" East, along the Southwesterly line of said last mentioned lands, a distance of 700.12 feet to the most Southerly corner thereof; thence North 29°57'33" East, along the Southeasterly line of said last mentioned lands, a distance of 878.34 feet to the most Easterly corner of said last mentioned lands and a point situate in said Southwesterly right of way line of Russell Sampson Road as monumented; thence South 58°51'42" East, along said Southwesterly right of way line, a distance of 667.68 feet to the most Northerly corner of those certain lands described in Official Records Book 1007, Page 1331 of said Public Records; thence South 31°22'51" West, along the Northwesternly line of said last mentioned lands, a distance of 369.89 feet; thence South 58°57'22" East, along the Southwesterly line of said last mentioned lands, a distance of 358.26 feet; thence the following three (3) courses and distances along the Southeasterly line of said last mentioned lands: Course No. 1: North 30°58'51" East, 105.24 feet; Course No. 2: North 25°03'57" East, 147.35 feet; Course No. 3: North 43°53'54" East, 118.96 feet to the most Easterly corner of said last mentioned lands and a point situate in said Southwesterly right of way line of Russell Sampson Road, said right of way at this point being 100 feet in width as shown on the plat of Meehan Estates, as recorded in Map Book 20, Pages 34 and 35 of said Public Records, said plat being in a Northeasterly direction from this point; thence South 58°39'02" East, along said Southwesterly right of way line, a distance of 146.28 feet to the point of curvature of a curve concave Northeasterly and having a radius of 4,439.30 feet; thence Southeasterly around and along the arc of said curve, continuing along said Southwesterly right of way line, a distance of 299.60 feet, said arc being subtended by a chord bearing and distance of South 60°35'03" East, 299.54 feet to the point of tangency of said curve; thence South 62°31'02" East, continuing along said Southwesterly right of way line, a distance of 71.53 feet to the point of curvature of a curve concave Southwesterly and having a radius of 1,281.08 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 257.06 feet, said arc being subtended by a chord bearing and distance of South 56°46'07" East, 256.63 feet to the point of tangency of said curve; thence South 51°01'12" East, continuing along said Southwesterly right of way line, a distance of 397.76 feet to the most Northerly corner of those certain lands described in Official Records Book 1026, Page 175 of said Public Records; thence South 38°35'38" West, along the Northwesternly line of said last mentioned lands, a distance of 512.05 feet to the most Westerly corner thereof; thence South 55°13'23" East, along the Southwesterly line of said last mentioned lands, a distance of 506.95 feet; thence South 88°47'26" East, along the South line

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of said last mentioned lands, a distance of 69.97 feet to a point situate in the East line of the Northwest 1/4 of said Section 17; thence South 00°23'37" East, along said last mentioned line and along the East line of the Southwest 1/4 of said Section 17, a distance of 1,404.55 feet to a found Rayonier concrete monument situate at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence South 89°05'10" East, along the North line of said Southwest 1/4 of the Southeast 1/4 a distance of 1,315.95 feet to a found Rayonier concrete monument; thence South 02°24'33" West, along the East line of said Southwest 1/4 of the Southeast 1/4 a distance of 91.58 feet to a point situate in a curve concave Northwesterly and having a radius of ~~2,814.93~~ ^{2,821.93} feet, said curve lying 13.00 feet Northwesterly of and concentric to the Northwesterly right of way line of County Road No. C-210 West, formerly State Road No. S-210, (as established as a 100 foot right of way as shown on the State of Florida Department of Transportation Right of Way Map Section 7851- 250, dated February 14, 1951), said right of way presently being variable in width, said Northwesterly right of way line being a curve concave Northwesterly and having a radius of ~~2,814.93~~ ^{2,821.93} feet; thence Southwesterly around and along the arc of said curve and concentric to said Northwesterly right of way line of County Road C210, a distance of 74.02 feet, said arc being subtended by a chord bearing and distance of South 57°04'07" West, 74.02 feet to the point of tangency of said curve; thence South 57°49'31" West, parallel to and 13.00 feet Northwesterly of when measured at right angles to said Northwesterly right of way line of County Road No. C210, a distance of 1,460.25 feet to the point of curvature of a curve concave Northwesterly and having a radius of 2,229.01 feet, said curve being concentric to and 13.00 feet Northwesterly of the curved Northwesterly right of way line of said County Road No. C210, having a radius of 2,242.01 feet; thence Southwesterly around and along the arc of said curve and concentric to said Northwesterly right of way line of County Road No. C210, a distance of 199.24 feet, said arc being subtended by a chord bearing and distance of 60°23'10" West, 199.17 feet to a point situate in the Easterly boundary of those certain lands described in deed recorded in Official Records Volume 1373, Page 239, of said Public Records; thence North 16°14'06" West, along said last mentioned line, a distance of 970.14 feet; thence North 61°47'00" West, along the Northeasterly line of said last mentioned lands, a distance of 1,030.39 feet; thence South 89°23'11" West, along the Northerly line of said last mentioned lands, a distance of 1,320.44 feet to the Northwest corner thereof and a point situate in the West line of said Southwest 1/4 of Section 17; thence North 00°35'35" West, along said last mentioned line, a distance of 943.22 feet to the Northwest corner of said Southwest 1/4 of Section 17; thence South 89°41'37" West, along the South line of the Northeast 1/4 of said Section 18, and along the South line of the Northwest 1/4 of said Section 18, a distance of 4,268.43 feet; thence North 09°39'07" West, a distance of 1,502.28 feet; thence North 02°34'01" West, a distance of 4,196.70 feet to the point of curvature of a curve concave Easterly and having a radius of 500.00 feet; thence Northerly around and along the arc of said curve, a distance of 490.60 feet, said arc being subtended by a chord bearing and distance of North 25°32'33" East, 471.16 feet to the point of tangency of said curve; thence North 53°39'07" East, a distance of 126.66 feet to a point situate in said Southwesterly right of way line of Russell Sampson Road, said right of way as shown on said County Road Plat Book 1, Pages 9, 10, 11, 12 and 13, aforementioned, said Southwesterly right of way line being a curve concave Southwesterly and having a radius of 4,773.62 feet; thence Southeasterly around and along the arc of said curve and along said Southwesterly right of way line, a distance of 105.39 feet, said arc being subtended by a chord bearing and distance of South 44°23'07" East, 105.39 feet to the point of tangency of said curve; thence South 43°45'10"

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East, continuing along said Southwesterly right of way line, a distance of 1,089.24 feet to the point of curvature of a curve concave Northeasterly and having a radius of 1,469.32 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 345.49 feet, said arc being subtended by a chord bearing and distance of South 50°29'20" East, 344.70 feet to the point of tangency of said curve; thence South 57°13'30" East, continuing along said Southwesterly right of way line, a distance of 964.18 feet to the point of curvature of a curve concave Northeasterly and having a radius of 1,937.96 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 344.43 feet, said arc being subtended by a chord bearing and distance of South 62°19'00" East, 343.98 feet to the point of tangency of said curve; thence South 67°24'30" East, continuing along said Southwesterly right of way line, a distance of 83.22 feet to the point of curvature of a curve concave Southwesterly and having a radius of 1,467.16 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 293.01 feet, said arc being subtended by a chord bearing and distance of South 61°41'13" East, 292.53 feet to the point of tangency of said curve; thence South 55°57'53" East, continuing along said Southwesterly right of way line, a distance of 95.05 feet; thence South 34°56'09" West, 165.73 feet to a point situate in the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 7; thence South 89°10'37" West, along said last mentioned line, a distance of 789.59 feet to the Northwest corner thereof; thence South 00°11'29" West, along the West line of said Southwest 1/4 of the Southeast 1/4 of Section 7, a distance of 1,076.29 feet to the Northeast corner of those certain lands described in Official Records Book 1511, Page 1475 of said Public Records; thence South 88°51'15" West, as found monumented, a distance of 200.54 feet to the Northwest corner thereof; thence South 00°02'55" West, along the West line of said last mentioned lands, as found monumented, a distance of 280.28 feet to the Southwest corner thereof and a point situate in the South line of said Section 7 and the North line of said Section 18; thence North 88°45'06" East, along said division line between Sections 7 and 18, a distance of 199.85 feet to the Southeast corner of said last mentioned lands, and the Southwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 7; thence continue North 88°45'06" East, along said division line between Sections 7 and 18, a distance of 1,320.84 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 7; thence North 02°01'05" West, along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 675.24 feet to the Southeast corner of those certain lands described in Official Records Book 382, page 180 of said Public Records, being also the most Southerly corner of those certain lands described in Official Records Book 382, Page 186 of said Public Records; thence North 12°08'56" East, along the Easterly line of said last mentioned lands, a distance of 239.81 feet; thence North 05°16'58" East, and continuing along said last mentioned line, a distance of 253.41 feet to the Northeasterly corner thereof and a point situate in said Southwesterly right of way line of Russell Sampson Road, said right of way line, as shown on said County Road Plat Book 1, Pages 9, 10, 11, 12 and 13, aforementioned, said right of way line being a curve concave Southwesterly and having a radius of 906.06 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, a distance of 121.12 feet, said arc being subtended by a chord bearing and distance of South 49°36'14" East, 121.03 feet to the point of compound curvature of a curve concave Southwesterly and having a radius of 6,216.66 feet; thence Southeasterly around and along the arc of said curve and continuing along said Southwesterly right of way line, a distance of 423.86

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feet, said arc being subtended by a chord bearing and distance of South 43°49'17" East, 423.78 feet to the point of tangency of said curve; thence South 41°52'06" East, continuing along said Southwesterly right of way line, a distance of 1,011.44 feet to a point situate in said division line between Sections 7 and 18; thence North 88°45'06" East, continuing along said Southwesterly right of way line, as per said Road Plat Book 9, Pages 9, 10, 11, 12 and 13, a distance of 13.23 feet to the POINT OF BEGINNING. Containing 582.21 acres, more or less.

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TW ACQUISITIONS, INC. REVISED AND RESTATED DEVELOPMENT AND
IMPACT FEE AGREEMENT ST. JOHNS COUNTY
PLANNING DEPARTMENT

THIS REVISED AND RESTATED DEVELOPMENT AND IMPACT FEE AGREEMENT (the "Agreement"), is made as of this 10th day of November, 200⁵, by and between TW ACQUISITIONS, INC., its heirs, successors, or assigns ("Developer"), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, Developer is the owner of the land described in Exhibit "A" attached hereto (the "Property"), a portion of which is the subject of a Planned Unit Development Ordinance #2002-41, known as the St. Johns Forest PUD (the "PUD Ordinance") and is the equitable owner thereof;

WHEREAS, the Future Land Use Designations of the St. Johns Forest Property include Residential "C" Mixed Use District and Rural Silviculture; and its current zoning is Open Rural and PUD.

WHEREAS, the current zoning of adjacent properties within 300 feet of the Property includes Industrial Warehouse, Open Rural, Planned Special Development, Commercial Highway Tourist, Planned Unit Development and the current Future Land Use Designation of adjacent properties within 300 feet of the Property includes Residential "B," Rural Silviculture and Mixed Use.

WHEREAS, Developer proposes to develop the Property which consists of approximately 435.65 acres on which are to be constructed up to 75,000 gross square feet of retail use, and 545 single-family residential units, associated retention areas, roadways and common areas (the "PUD Development") as was approved in the PUD Ordinance; however,

June 15, 2004

Developer seeks by this Agreement to obtain concurrency for only a portion of the PUD Development as further described herein;

WHEREAS, at the time of the application for a certificate of concurrency filed by Developer with respect to the PUD Development there was inadequate capacity on the County Transportation System at Link 35 to accommodate the total development proposed to be constructed by Developer.;

WHEREAS, Developer seeks by this Agreement to obtain a certificate of concurrency for 75,000 gross square feet of retail development and 516 single-family residential units ("Concurrency Development");

WHEREAS, Developer seeks by this Agreement to set forth its obligations on Russell Sampson Road offered as justification for certain waivers granted to Developer into PUD Ordinance;

WHEREAS, the parties seek by this Agreement to set forth the purposes for which funds to be paid by Developer to the County may be used;

WHEREAS, central water and sewer service shall be provided by the JEA; drainage shall be provided by the Developer and solid waste shall be collected by the licensed franchisee in the area;

WHEREAS, the following is the Public Facility Schedule applicable to the PUD Development:

Public Facility Schedule

The following public facilities will serve the Concurrency Development through the ten (10) years of the Development Agreement to 2012.

- (1) **Transportation** - Upon execution of this Agreement, pursuant to review and approval by the St. Johns County Concurrency Review Committee and Board of County Commissioners, and the subsequent fulfillment of the conditions set forth in Paragraph 3

herein, the Concurrency Development will meet all the requirements of Article XI, of the St Johns County Land Development Code regarding the provision of roads.

(2) Potable Water and Sanitary Sewer - the JEA will provide adequate water and wastewater service to the Concurrency Development in accordance with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.

(3) Solid Waste - The County owns and operates the County's only solid waste and disposal system. The County will have sufficient space to accommodate the solid waste generated by the Concurrency Development through 2012.

(4) Drainage - Developer shall provide drainage in accordance with the St. Johns River Water Management District rules and the St. Johns County Land Development Code, consistent with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.

(5) Recreation – 6.65 acres are required pursuant to adopted levels of service, with 60% (3.99 acres) to be developed as Community Park. Developer shall provide, at minimum, the requisite recreation acreages/facilities. Active recreation will include tennis courts, swimming pool, multi-purpose playfield, basketball court, and an outdoor playground consistent with Policy F.1.3 of the St. Johns County Comprehensive Plan as amended.

WHEREAS, the Developer has obtained concurrency approval for water, sewer, drainage and solid waste in accordance with the requirements of the St. Johns County Land Development Code for the Concurrency Development;

WHEREAS, the Developer wishes to enter into this Agreement to set forth the conditions under which a Final Certificate of Concurrency for roads may be issued to set forth the prepayment of road impact fees ("Road Impact Fees") for the PUD, and to set forth the terms and conditions upon which Road Impact Fee credits shall be available in consideration of certain improvements to be constructed by Developer and prepayments made by Developer.

WHEREAS, the County has entered into this Agreement for a term of ten (10) years in consideration of the commitment by the Developer to construct certain transportation improvements;

WHEREAS, the improvements to be constructed by the Developer and sums paid by Developer will advance the implementation of the County's adopted Traffic Circulation Element and the First Coast Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan;

WHEREAS, the County deems it to be in the public interest to recognize the contributions of the Developer in improving the transportation system in the northwestern portion of the County;

WHEREAS, the County has determined that Developer is making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Concurrency Developments pursuant to Florida Statutes 163.3180 (11);

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

WHEREAS, the Land Development Code of St. Johns County, as amended from time to time, allows the County's execution of such Development Agreement;

WHEREAS, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are

adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

WHEREAS, in accordance with §10.02.03B of the St. Johns County Land Development Code, and §163.3233, Florida Statutes (2003), it is stipulated and agreed that, during the effective period of this Agreement, the laws and policies in effect and as of the date of approval of the PUD shall govern the development of the real property covered by this Agreement, except as otherwise specifically provided for by the terms of this Agreement, the St. Johns Forest PUD, or state law.

WHEREAS, Developer will be required to pay Road Impact Fees for roads in connection with occupancy of construction offices, sales centers, or both on its Concurrency Development. As a result, Developer is a "fee payer" as defined in Ordinance 87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to fee payers under certain circumstances.); and

WHEREAS, the improvements to County Road 210 contemplated to be funded by Developer are necessary for Developer to obtain a certificate of concurrency for the development; and

WHEREAS, the parties wish to specify the value of the Developer's contribution to County Road 210 improvements and Russell Sampson Road improvements as calculated under Ordinance 87-57, as amended; and

WHEREAS, the parties wish to provide a mechanism for the management of the Impact Fee Credits to which the Developer may become entitled; and

WHEREAS, the Sampson Civic Association, Inc., a not-for-profit Florida corporation is an intended third-party beneficiary of those portions of this Agreement concerning the

improvement of Russell Sampson Road and will have the right to seek specific performance of those portions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Findings of Fact

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose.

The purpose of this Agreement is:

- a. to vest any owner of the Property with concurrency (as provided for in Concurrency Certificate No. 99-CD29) as required for the construction of any portion or all of the respective portions of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement, the Concurrency Certificate and the PUD Ordinance by the Developer;
- b. to set forth the justification for waiver of Developer's obligation to improve Russell Sampson Road as required by §6.06.07M the St. Johns County Land Development Code;
- c. to set forth the Developer's obligations relative to funding for improvement of Russell Sampson Road;

d. to set forth the agreed upon value of the Developer's contributions to the County transportation system as they qualify for Road Impact Fee Credits under, and as may be limited by, Ordinance 87-57, as amended; and

d. to establish a procedure for processing and accounting for such Road Impact Fee Credits.

3. Densities and Intensities Statement.

The PUD Ordinance provides for the following densities and intensities on the Property:

75,000 gross square feet of retail development, and 545 single-family residential units, with no building to exceed 35 feet in height, pursuant to the PUD Ordinance.

Amendments to the PUD Ordinance from time to time, which do not increase the transportation impacts beyond the development intensities allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the PUD Ordinance and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. If the PUD Ordinance is amended in such a way as to increase such transportation impacts as set forth herein, this Agreement shall not be effective as to the PUD Development causing the increased impacts.

4. Developer's Obligations and Consideration.

The Developer hereby covenants and agrees to the following commitments which are necessary to properly provide for impacts caused by the Concurrency Development; provided, however, that if a Community Development District is established for one or more portions of the development, then it is intended that the Community Development District may independently satisfy such obligations and St. Johns County approves of and consents to the Community Development District's role. To the extent any such obligation under this

development agreement is met or performed by a Community Development District then the Developer shall no longer be subject to the obligation. The commitments are as follows:

a. The Developer shall construct or cause to be constructed improvements to County Road 210, which shall consist of constructing improvements necessary to produce two (2) through travel lanes and one left turn storage lane in each direction underneath the Interstate 95 overpass. These improvements will be completed by the Florida Department of Transportation's ("FDOT") successful design-build contractor, or the Developer, concurrently with the FDOT and County improvements previously committed for CR 210 and FDOT improvements previously committed for the I-95 widening project, and shall be as detailed in the Conceptual Design attached as **Composite Exhibit "B."** The cost of this improvement is \$609,000.00, for which Road Impact Fee credits will be granted in accordance with Paragraph 11.a hereof. In no event shall the County be responsible to pay for any part of the actual cost of the improvements contemplated by this Agreement.

Exhibit "B" is a three-page composite exhibit depicting the chronological improvements proposed for the I-95/CR 210 interchange. The plan labeled Arvida (design plan) depicts the currently-existing conditions. The plan labeled DOT (DOT reconstructed typical section plan) depicts proposed work to be performed by FDOT. The plan labeled Initial (Initial typical section plan) depicts work proposed by the Developer subsequent to FDOT pier installation.

b. The Developer shall within fifteen (15) days of final approval of the Development Agreement and Final Order approving the St. Johns Forest PUD, and expiration of any applicable appeal periods, pay to St. Johns County the sum of \$250,000.00 which sum shall be used by the County exclusively for the eventual improvement of Russell Sampson Road,

including without limitation, acquisition, design, permitting and construction, as determined by the County, for which no Road Impact Fee credits shall be granted to Developer.

c. The Developer shall within fifteen (15) days of final approval of the Development Agreement and final order approving the St. Johns Forest PUD and expiration of any applicable appeal periods, pay to St. Johns County the sum of \$250,000.00 which sum shall be used by the County exclusively for the eventual improvement of Russell Sampson Road, as determined by the County, including without limitation acquisition, design, permitting and construction. Road Impact Fee credits shall be granted to Developer as set forth hereinafter for any Road Impact Fees payable or to be payable for development of the Property. However, this provision shall not be construed as an obligation on the part of the County to approve Development as §380.04, Florida Statutes (2001).

d. Within fifteen (15) days of final joint determination by Taylor Woodrow and St. Johns County on the reasonable cost of improvements under I-95, Taylor Woodrow will pre-pay an estimated \$54,871.26 (the balance of its Road Impact Fees not paid for the County Road 210 Improvements) for that portion of the St. Johns Forest PUD holding a certificate of concurrency.

e. Developer shall within fifteen (15) days of final approval of the Development Agreement and final order approving the St. Johns Forest PUD and the expiration of any applicable appeal periods will deed to the County all of its right title and interest to approximately .87 acres of property between the eastern boundary of the PUD and the west right of way of Russell Sampson Road, as more specifically described on **Exhibit "E"** attached hereto.

f. Developer will provide to the County technical information regarding the design of the stormwater treatment system for the PUD and will cooperate with the County to allow

possible use of the PUD's system for the County's stormwater storage and treatment needs for Russell Sampson Road. At the County's request, Taylor Woodrow shall make reasonable modifications to the system to accommodate the County's needs provided the County pays to Taylor Woodrow any additional costs it incurs to modify its system.

g. Upon issuance of a certificate of concurrency for the remaining twenty-nine (29) units in St. Johns Forest, Taylor Woodrow will prepay all Road Impact Fees due or to become due for such units.

5. Financial Security.

No later than 30 days after the effective date of this Agreement, Developer shall post a bond or other security to St. Johns County in the amount of \$625,000.00 for committed improvements on County Road 210 described above in Paragraph 4.a in a form reasonably acceptable to the County. The condition of the bond shall be the completion of the Developer's responsibility under this Agreement and if the Developer shall materially default under the terms hereof, such sums shall be payable to the County to apply to the completion of the improvements contemplated by this Agreement.

6. County Obligations.

By executing this Development Agreement, and subject to the Developer obtaining such other permits and authorizations not contemplated by this Agreement, the County hereby authorizes this Agreement to be used as a basis for granting concurrency for the Concurrency Development as provided for in Article XI of the LDC. This authority extends, however, only to the authority contemplated by Article XI of the Land Development Code and neither expressly nor impliedly relieves Developer of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by this Agreement. It is the express intent of the

County that the funds contributed through this agreement be used only for progress toward the timely completion of appropriate improvements of Russell Sampson Road from the Taylor Woodrow connection to CR 210. The County, within seven (7) years of the effective date of this Agreement, shall initiate pre-construction actions that are required for construction on Russell Sampson Road in accordance with Part 6.04.00 of the Land Development Code. Upon initiation of pre-construction actions that are required for construction of Russell Sampson Road pursuant to Part 6.04.00 of the Land Development Code, the \$250,000.00 paid by the Developer pursuant to Paragraph 4.c herein becomes non-refundable. In the event the County does not initiate pre-construction actions within seven (7) years of the effective date of this Agreement, then the County shall refund the \$250,000.00 to the Developer paid pursuant to Paragraph 4.c herein. In the event a third party commits to the same construction obligations and schedule that are required for construction on Russell Sampson Road from the Taylor Woodrow point of connection on Russell Sampson Road to CR 210 pursuant to Part 6.04.00 of the Land Development Code, prior to the expiration of the County's obligation to initiate construction on Russell Sampson Road, the County shall have no further obligation to make the improvements contemplated by this Agreement and any of the funds referred to herein shall be retained by the County.

7. Authority and Duration.

This Agreement is made and granted pursuant to the St. Johns County Land Development Code as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the tenth (10th) anniversary of the Effective Date of this Agreement unless otherwise extended by agreement of the parties hereto. Except as provided herein, the

County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder, except as allowed by §163.3233(2), Florida Statutes (2001

8. Extension of Agreement; Subsequent Changes to Concurrency Ordinance.

The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, and any applicable requirements of the St. Johns County Land Development Code, as they may be amended from time to time. If the County modifies its Land Development Code relative to the Concurrency Management System (the "Concurrency Provision") subsequent to the execution of this Agreement, any such modification may be applied to the development of Developer's Property described in Exhibit "A". Provided, however, no such modification of the Concurrency Provision or any other land development regulation shall be applied in a manner that operates to prevent development of Developer's Property as would be permitted by this Agreement hereunder in its entirety under the Concurrency Management System in effect as of the date of the execution of this Agreement, and except as would be permitted by Section 163.3233(2), unless the Board of County Commissioners demonstrates that compliance with the Concurrency Provision or land development regulation is essential to the public health, safety, or welfare of the citizens of St. Johns County. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

9. Necessity to Obtain Permits.

Developer hereby acknowledges its obligation to obtain all necessary local development permits which may be needed for development of the Property. The failure of this Agreement to

address any particular permit, condition, term, or restriction applicable to the development of the Property shall not relieve Developer or any successor or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

10. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.

The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement and as in the PUD Ordinance is consistent with the County's Comprehensive Plan and Land Development Regulations, (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan, (iii) the landowner is, by execution of this Agreement, making a binding commitment to the County to pay the sums set forth herein.

11. Impact Fees.

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

Pursuant to the requirements of the Agreement, Developer has agreed to fund improvements on County Road 210, as more fully described herein and to prepay Road Impact Fees associated with the development activities on the Property.

Developer has requested and the County has agreed to provide to Developer certain credits against the payment of Road Impact Fees based upon the total value of the off site improvements ("Road Impact Fee Credits") and Road Impact Fee prepayments, as follows:

a. Amount.

i. Pursuant to Section Thirteen of the Road Impact Fee Ordinance, the parties have agreed to the value of the installation and improvements to County Road 210 as described in Paragraph 4.a herein are \$609,000.00, as detailed in **Exhibit "D,"** attached hereto. The total Road Impact Fee credits available shall be limited by the amount of Road Impact Fees due for the Concurrency Development. The design on which the Developer's cost estimate is based may be subject to changes for reasons beyond the control of the Developer. In the event the cost of the improvements contemplated by this Agreement differ from the estimate detailed in **Exhibit "D,"** due to such design changes, Developer or County may seek an amendment upon the occurrence of such design changes of the Road Impact Fee credit agreement amount to appropriately reflect such design changes.

ii. Pursuant to Paragraphs 4c, d & g, Developer is to prepay Road Impact Fees as may become due for development activity on the Property in the amount of \$250,000.00, plus approximately \$54,871.26, plus an amount to be determined upon issuance of a future Certificate of Concurrency for the twenty-nine (29) units remaining in the PUD not included in Concurrency Development.

iii. The total of subparagraphs i and ii shall be the amount of Road Impact Fee credits available to the Developer.

b. Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the Concurrency Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to Developer. So long as the total Road Impact Fee Credits for which Developer has issued vouchers for under this Agreement is an amount less than or equal to the maximum total Road Impact Fee Credits authorized by this Agreement, Developer shall then issue to such Fee Payer a voucher (attached hereto as **Exhibit "C"**) evidencing full payment of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The Fee Payer shall present the voucher to the County, as evidence of payment in full of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by the Developer shall contain a statement setting forth the amount of the Road Impact Fee paid. Upon presentation of such voucher by the Fee Payer, the County shall deduct the amount of the voucher from the amount that is due.

c. Sale of Development. In the event that Developer may determine to sell all or part of its Property, the Developer may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use only within the Concurrency Development for such consideration as Developer, in its sole discretion, determines. In such event, the Developer shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credit and a confirmation of the amount of the Road Impact Fee Credit vested in the Developer.

d. Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, Developer shall prepare and deliver to the County

Planning Division an annual report setting forth the amount of the Road Impact Fee payments made by the Fee Payers and the remaining balance of Road Impact Fee Credits. In no event shall Developer grant, assign, sell or transfer any Road Impact Fee Credits for an amount in excess of the amount of the then current Road Impact Fee due from the Developer.

e. Completion. At such time as all the required improvements, as described herein have been completed and the Road Impact Fee Credit provided for hereunder has been exhausted, Developer or the Fee Payers seeking building permits or certificates of occupancy within the Concurrency Development shall pay to the County the Road Impact Fees in such amount as are due and payable under the applicable Road Impact Fee Ordinance.

f. Limitations on Amount and Assignability. In no event shall Developer sell, transfer, assign or convey all or part of the Road Impact Credits outside the PUD Development without the approval of the County. The parties agree that no Road Impact Credit may be used or applied to development outside the Property without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to, the relationship of the improvements to the particular development to which Credits are transferred. In the event that the obligations of the Developer are assigned or delegated in whole or in part to a Community Development District in accordance with the terms of this Agreement, the amount of Road Impact Credits to which the Community Development District is entitled is limited to an amount not greater than the amount provided for in this Agreement. It being the intent of the parties that the Community Development District and not the Developer shall be entitled to Road Impact Credits for the value of said improvements provided by a Community Development District as may be allowed by the Concurrency Ordinance and the LDC. Further, Developer acknowledges that the total amount of such Road Impact Fee Credits may be further limited by

Section 13 of the Road Impact Fee Ordinance in effect at the time this Agreement becomes effective and covenants and agrees that it will not challenge by any judicial proceeding the interpretation of the County Attorneys' office that the Road Impact Fee Credits identified or granted by this Agreement as to each individual project within the PUD Development and/or Property are limited to the extent and/or amount of Road Impact Fees which are due or become due from that individual project.

12. Remedies and Monitoring.

a. If either Developer or County fails to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

b. The County may apply subsequently adopted regulations and policies to the Concurrency Development only upon meeting the requirements of Section 163.3233 Florida Statutes (1995).

c. Beginning one year after the Effective Date of this Agreement and continuing annually thereafter, Developer shall provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and establishing compliance with the terms and conditions of this Agreement.

d. Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement as required by Paragraph 12(e) below.

e. Within fourteen (14) days after the County executes this Agreement, the County shall record it with the Clerk of the Circuit Court of the Seventh Judicial Circuit. Within fourteen (14) days after this Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

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13. Future Impact Fee Levys, Assessments, and Refunds.

a. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Road Impact Fees, or, if levied, to levy them for any certain amount.

b. No prepayment of Road Impact Fees made pursuant to this Agreement shall be subject to refund or credit, except as specifically provided for in Paragraph 6 hereof or the applicable Impact Fee Ordinance.

c. Notwithstanding any other provision in this Agreement, no land, except that zoned as St. Johns Forest PUD on July 23, 2002, shall be, implicitly or explicitly, considered approved for concurrency, approved for Development as defined in §380.04, Florida Statutes (2001), rezoned, or have an amended Comprehensive Plan Future Land Use Category, by virtue of this Agreement.

d. Notwithstanding any other provision of this Agreement, any refund of prepaid Road Impact Fees pursuant to this Agreement shall not reduce or alter any obligation for payment of Impact Fees when then become due pursuant to the County's Impact Fee Ordinance.

14. Binding Effect.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

15. Applicable Law; Jurisdiction of Venue.

This Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application thereof to any person or

circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

16. Joint Preparation.

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. Exhibits.

All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18. Captions or Paragraph Headings.

Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

19. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

20. Effective Date.

This Agreement shall become effective after it has been recorded in the public records of St. Johns County and thirty (30) days after it is received by the Florida Department of

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Community Affairs (the "Effective Date"). The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 6 as set forth above.

21. Amendment.

This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

22. Duration of Permits.

Developer acknowledges except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

23. Further Assurances.

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

24. Notices.

Any notices or reports required by this Agreement shall be sent to the following:

For the County:

County Administrator
St. Johns County
P.O. Drawer 349
St. Augustine, FL 32085-0349

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For Developer:

Tom Spence
Taylor Woodrow Communities
14910 Race Track Road
Tampa, FL 33626

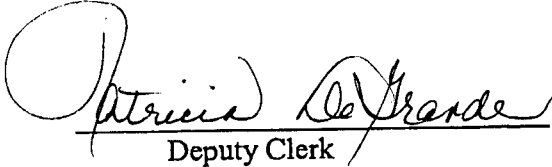
With copy to:

George M. McClure, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

Passed and Duly Adopted by the Board of County Commissioners of St. Johns County,
Florida, this 20th day of October, 2004.

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida



Deputy Clerk

By: 
Chair

IN WITNESS WHEREOF, the parties hereto, through their duly authorized
representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:


Name: MELINDA BACK


Name: Priscilla L. Branch

TW ACQUISITIONS, INC.

By: Name: Tom SpenceIts: Authorized AgentDate: November 10, 2005


BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY

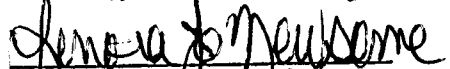
By: Name: Bruce A. Maguire

Its: Chair

Date: 10-20-05

Witness:


Name: Patricia DeGrande


Name: Anna Newsome

STATE OF FLORIDA
COUNTY OF St. Johns

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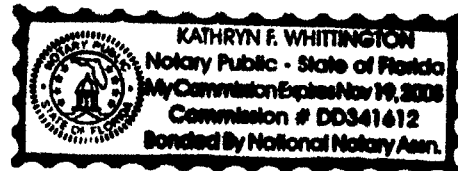
The foregoing instrument is hereby acknowledged before me this 10th day of November, 2004, by Tom Spence, the authorized agent of TW ACQUISITIONS, INC. He/she has produced _____ as identification and (did/did not) take an oath. is known to me.

Kathryn F. Whittington
NOTARY PUBLIC, State of Florida
Name: _____

My Commission Expires: _____

My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

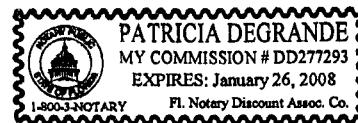


The foregoing instrument is hereby acknowledged before me this 20th day of October, 2008, by Bruce A. Maguire, on behalf of the Board of County Commissioners of St. Johns County. He/she has produced _____ as identification and (did/did not) take an oath. Known to me.

Patricia DeGrande
NOTARY PUBLIC, State of Florida
Name: _____

My Commission Expires: _____

My Commission Number is: _____



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Exhibit "A"
"The Property"

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EXHIBIT " A "

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A part of Sections 7, 17 and 18, all in Township 5 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows: BEGIN at the Section corner common to Sections 7, 8, 17 and 18, all in Township 5 South, Range 28 East; thence South 88 degrees 36 minutes 21 seconds West along the South line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7 (also being the North line of the Northeast $\frac{1}{4}$ of said Section 18), 200.08 feet to a point on the Southwesterly right of way line of Russell Sampson Road (a public road right of way maintained by the St. Johns County, Florida Road Department that has no recorded right of way) and the POINT OF BEGINNING; thence South 42 degrees 35 minutes 57 seconds East along the aforesaid Southwesterly right of way line of Russell Sampson Road, 445.93 feet to the Northwesterly corner of those lands described and recorded in that Special Warranty Deed from Rayland Company, Inc. to Barry B. and Elaine K. Ansbacher, as recorded in Official Records Book 1080, Page 539 of the Public Records of St. Johns County, Florida; thence along the boundary lines of the last said lands, the following three (3) courses and distances: Course No. 1: South 29 degrees 55 minutes 48 seconds West, 967.64 feet; Course No. 2: South 60 degrees 04 minutes 12 seconds East, 700.00 feet; Course No. 3: North 29 degrees 55 minutes 48 seconds East, 880.77 feet to the aforesaid Southwesterly right of way line of Russell Sampson road; thence South 58 degrees 55 minutes 51 seconds East along last said line, 667.57 feet to the boundary line of those lands described and recorded in Special Warranty Deed from Rayland Company, Inc. to Henry E. and Della T. King, as recorded in Official Records Book 1007, Page 1331; thence along the lines of last said lands the following five (5) courses and distances: Course No. 1: South 31 degrees 19 minutes 53 seconds West, 369.89 feet; Course No. 2: South 58 degrees 40 minutes 07 seconds East, 357.57 feet; Course No. 3: North 31 degrees 19 minutes 53 seconds East, 107.30 feet; Course No. 4: North 25 degrees 00 minutes 06 seconds East, 147.31 feet; Course No. 5: North 43 degrees 50 minutes 36 seconds East, 119.00 feet to Southwesterly right of way of Russell Sampson Road, said right of way lying 100.00 feet, when measured at right angles to, the Northeasterly right of way line of Russell Sampson Road as shown on the plat of MEEHAN ESTATES, as recorded in Map Book 20, Pages 34 and 35 of the Public Records of said County; thence along the Southwesterly right of way line of said Russell Sampson Road (said right of way lying 100.00 feet Southwesterly of, when measured at right angles to, the right of way line as shown on the MEEHAN ESTATES) the following five (5) courses and distances: Course No. 1: South 58 degrees 40 minutes 07 seconds East, 146.28 feet to the point of curvature of a curve leading Southeasterly; Course No. 2: thence Southeasterly along and around the arc of a curve, concave Northeasterly, having a radius of 4,439.30 feet, through a central angle of 03 degrees 52 minutes 00 seconds to the left, an arc distance of 299.60 feet to the Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of South 60 degrees 36 minutes 08 seconds East, 299.54 feet; Course No. 3: South 62 degrees 32 minutes 07 seconds East, 73.19 feet to the point of curvature of a curve leading Southeasterly; Course No. 4: thence Southeasterly along and around the arc of a curve, concave Southwesterly, having a radius of 1,281.08 feet, through a central angle of 11 degrees 28 minutes 24 seconds to the right, an arc distance of 256.53 feet to the Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of South 56 degrees 47 minutes 55 seconds East, 256.10 feet; Course No. 5: South 51 degrees 03 minutes 43 seconds East, 395.90 feet to the boundary line of those lands described and recorded in that Quit Claim Deed from Rayonier Timberlands Operating Company, LP to James D. Etherton, as recorded in Official Records Book 1026, Page 178 of said Public Records; thence along the boundary lines of last said lands the following three (3) courses and distances: Course No. 1: South 38 degrees 31 minutes 32 seconds West, 511.37 feet; Course No. 2: South 55 degrees 01 minute 57 seconds East, 507.82 feet; Course No. 3: South 88 degrees 47 minutes 33 seconds East, 69.93 feet to the East line of the Northwest $\frac{1}{4}$ of said Section 17; thence South 00 degrees 25 minutes 08 seconds East along last said line and then along the East line of the Southwest $\frac{1}{4}$ of said Section 17, 1,404.19 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 17; thence South 89 degrees 05 minutes 49 seconds East along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 17, 1,315.84 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 17; thence South 02 degrees 24 minutes 42 seconds West, 107.82 feet to the Northwesterly right of way line of County Road No. C-210 (formerly State Road No. S-210, a 100 foot public road right of way as per State of Florida Right of Way Map Section No. 7851-250, dated February 14, 1951); thence along the Northwesterly right of way line of County Road No. C-210, the following three (3) courses and distances: Course No. 1: Southwesterly along and around the arc of a curve being concave Northwesterly, having a radius

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of 2,814.93 feet, through a central angle of 01 degree 19 minutes 16 seconds to the right, an arc distance of 64.90 feet to a Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of South 57 degrees 08 minutes 48 seconds West, 64.90 feet; Course No. 2: South 57 degrees 48 minutes 26 seconds West, 1,460.25 feet to the point of curvature of a curve leading Southwesterly; Course No. 3: Southwesterly along and around the arc of a curve being concave Northwesterly, having a radius of 2,242.01 feet, through a central angle of 05 degrees 11 minutes 05 seconds to the right, an arc distance of 202.88 feet, last said arc being subtended by a chord bearing and distance of South 60 degrees 23 minutes 58 seconds West, 202.81 feet; thence North 16 degrees 15 minutes 11 seconds West, 983.37 feet; thence North 61 degrees 48 minutes 05 seconds West, 1,030.39 feet; thence South 89 degrees 22 minutes 06 seconds West, 1,320.44 feet to a point being on the West line of the Southwest $\frac{1}{4}$ of Section 17; thence North 00 degrees 36 minutes 40 seconds West along last said line, 943.22 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of Section 17 (also being the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 18); thence South 89 degrees 40 minutes 32 seconds West along the South line of the Northwest $\frac{1}{4}$ of Section 18, and then along the South line of the Northwest $\frac{1}{4}$ of Section 18, 4,268.43 feet; thence North 09 degrees 40 minutes 13 seconds West, 1502.27 feet; thence North 02 degrees 35 minutes 07 seconds West, 424.94 feet; thence North 87 degrees 24 minutes 53 seconds East, 1067.73 feet; thence North 02 degree 35 minutes 07 seconds West, 1532.30 feet; thence North 75 degrees 01 minutes 45 seconds West, 1119.89 feet; thence North 02 degrees 35 minutes 07 seconds West, 1901.65 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Easterly, having a radius of 500.00 feet, through a central angle of 56 degrees 13 minutes 09 seconds to the right, an arc distance of 490.60 feet to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 25 degrees 31 minutes 28 seconds East, 471.16 feet; thence North 53 degrees 38 minutes 02 seconds East, 84.38 feet to a point on the Southwesterly right of way line of Russell Sampson Road; thence along last said line, the following seven (7) courses and distances: Course No. 1: South 44 degrees 01 minute 26 seconds East, 1199.73 feet to the point of curvature of a curve leading Southeasterly; Course No. 2: Southeasterly along and around the arc of a curve, having a radius of 1469.32 feet, through a central angle of 13 degrees 47 minutes 48 seconds to the left, an arc distance of 353.81 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 50 degrees 46 minutes 00 seconds East, 345.03 feet; Course No. 3: South 57 degrees 49 minutes 14 seconds East, along said tangency, 956.29 feet to the point of curvature of a curve leading Southeasterly; Course No. 4: Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 1937.96 feet through a central angle of 10 degrees 10 minutes 59 seconds to the left, an arc distance of 344.43 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 62 degrees 54 minutes 44 seconds East, 343.98 feet; Course No. 5: South 68 degrees 00 minutes 14 seconds East, 83.22 feet to a point of curvature of a curve leading Southeasterly; Course No. 6: Southeasterly along and around the arc of a curve having a radius of 1467.16 feet, being concave Southwesterly, through a central angle of 11 degrees 26 minutes 37 seconds to the right, an arc distance of 293.03 feet to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of South 62 degrees 16 minutes 55 seconds East, 292.55 feet; Course No. 7: thence South 56 degrees 33 minutes 37 seconds East, along last said tangency 101.92 feet to a point; thence South 34 degrees 53 minutes 21 seconds West, 152.25 feet to a point on the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7; thence South 89 degrees 07 minutes 02 seconds West, along last said line, 789.69 feet to a point on the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7; thence South 00 degrees 08 minutes 57 seconds West along last said line, 1076.18 feet, to the North line of the South 280.00 feet of the East 200.00 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7; thence South 88 degrees 51 minutes 36 seconds West along last said line, 200.21; thence South 00 degrees 06 minutes 46 seconds West, 280.46 feet to a point on the South line of the Southwest $\frac{1}{4}$ of said Section 7; thence North 88 degrees 46 minutes 25 seconds East, along last said line, and then along the South line of Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7, 1520.70 feet to a point on the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7; thence North 02 degrees 01 minute 00 seconds West, along last said line, 677.00 feet; thence North 12 degrees 08 minutes 04 seconds East, 240.12 feet; thence North 05 degrees 09 minutes 18 seconds East, 250.40 feet to a point on the Southwesterly right of way line of Russell Sampson Road, said point being on the arc of a curve concave Southwesterly; thence Southeasterly along and around the arc of a curve being concave Southwesterly, having a radius

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of 6216.66 feet, through a central angle of 04 degrees 57 minutes 04 seconds to the right, an arc distance of 537.19 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 44 degrees 56 minutes 22 seconds East, 537.02 feet; thence South 42 degrees 35 minutes 57 seconds East, 1023.36 feet to the POINT OF BEGINNING.

Containing 538.45 acres, more or less.

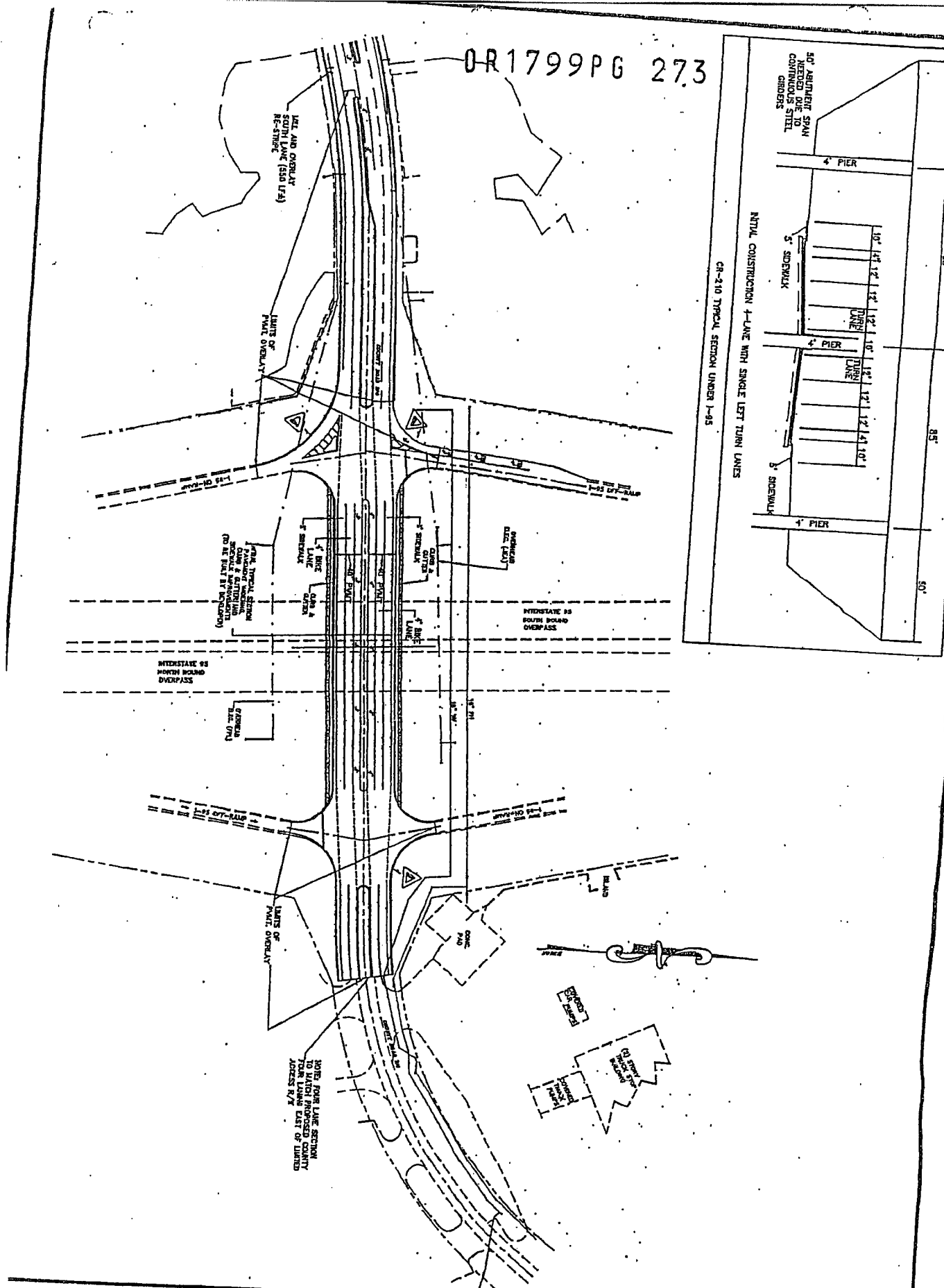
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Exhibit "B"
County Road 210 Road Design

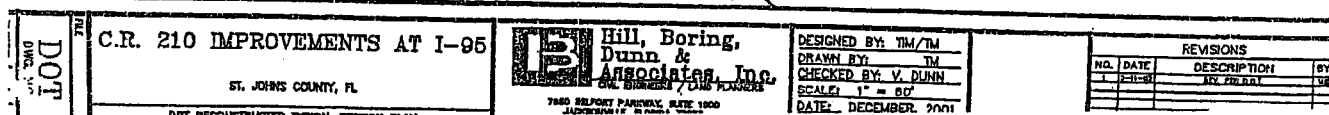
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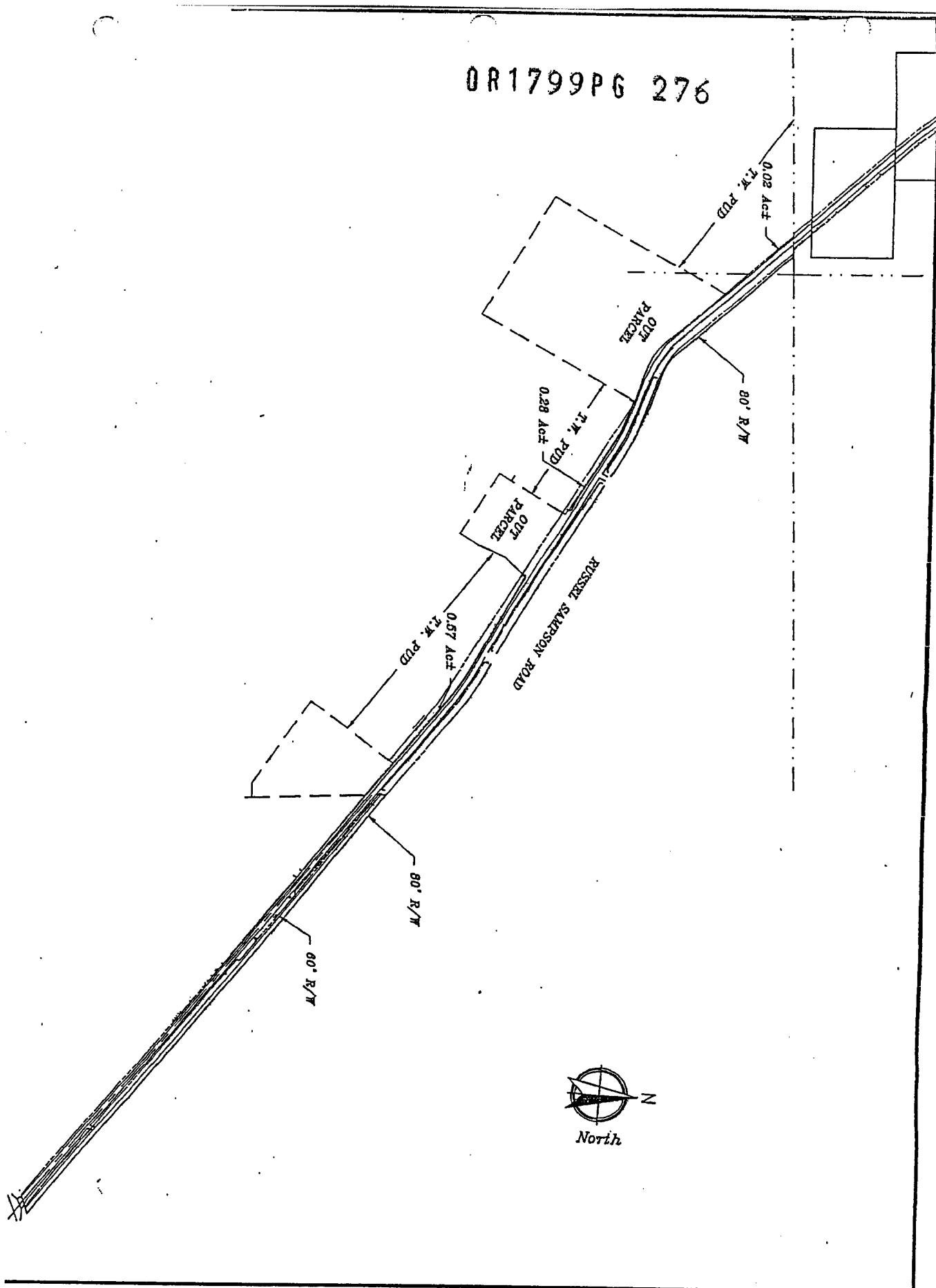
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OR 1799 PG 273



INITIAL	P	C.R. 210 IMPROVEMENTS AT I-95 ST. JOHNS COUNTY, FL INITIAL TYPICAL SECTION PLAN LEASED FOR CONSTRUCTION	 Hill, Boring, Dunn & Associates, Inc. <small>CHE. DIS. EST. / L&S PLANNERS</small> 7750 BELFORT PARKWAY, SUITE 1000 JACKSONVILLE, FLORIDA 32216 904-281-1121	DESIGNED BY: TM/TM DRAWN BY: TM CHECKED BY: V. DUNN SCALE: 1" = 80' DATE: DECEMBER, 2001 PROJ. NO.: DB05-924		REGISTERED ENGINEER ENG. DATE NO. 2248	<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">REVISIONS</th> </tr> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">12-28-01</td> <td>REV. FOR ST. JOHN'S COUNTY</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	REVISIONS			NO.	DATE	DESCRIPTION	1	12-28-01	REV. FOR ST. JOHN'S COUNTY																								
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RWP-1 <small>DWG. NO.</small>	RUSSELL SAMPSON ROAD <small>ST. JOHNS COUNTY, FLORIDA</small> <small>RIGHT-OF-WAY PLAN</small>	 Hill, Boring, Dunn & Associates, Inc. <small>7550 BELFORT PARKWAY, SUITE 1000 JACKSONVILLE, FLORIDA 32256 904-381-1121</small>	<small>DESIGNED BY: VMC DRAWN BY: RE CHECKED BY: V. DUNN SCALE: 1" = 200' DATE: JUNE 2002 PROJ. NO.: 9805-924</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th style="width: 10%;">NO.</th> <th style="width: 60%;">DATE</th> <th style="width: 30%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION															
	REVISIONS																								
NO.	DATE	DESCRIPTION																							
<small>VINCENT A. DUNN REGISTERED ENGINEER ENR. REG. NO. 39452</small>																									

Exhibit E

Exhibit "C"

Voucher issued by Developer to Fee Payer

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Impact Fee Voucher
Voucher #
St. Johns County Impact Fee Voucher
For TW Acquisitions, Inc.

1. Name and address of Developer/Grantor: TW Acquisitions, Inc.

2. Name and address of Grantee:

3. Legal description of subject property:

4. Subdivision or Master Development Plan name: St. Johns Forest

The undersigned Developer/Grantor confirms that it has received from _____

on _____, 2002 funds sufficient for the following impact fees required under the

applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to St. Johns County, Florida that the following sums should be

deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

____ Roads Ordinance #87-57 in the amount of \$ _____

____ Parks Ordinance #87-58 in the amount of \$ _____

____ Public Capital Facilities Ordinance #87-59

____ Buildings in the amount of \$ _____

____ Police in the amount of \$ _____

____ Fire in the amount of \$ _____

____ EMS in the amount of \$ _____

____ Educational Facilities Ordinance #87-60 in the amount of \$ _____

By: _____

Print: _____

Its: _____

EXHIBIT "C"

Exhibit "D"

Actual Cost



PROJECT DESCRIPTION
C.R. 210 Roadway Improvements

FIRM
Superior Construction Company
6972 Business Park Blvd.
Jacksonville, Florida 32256

MONTHLY INVOICING FORM

PROJECT CODE

INVOICE

DATE

PAY ITEM	DESCRIPTION	UM	PLAN QUANTITY	PREVIOUS QUANTITY	INCREASE IN QTY	TOTAL QUANTITY	UNIT PRICE	AMOUNT PREVIOUS	AMOUNT CURRENT	AMOUNT TO DATE	% USED	TOTAL EXTENSION
0101-1	Mobilization	LS	1.00	0.0000	0.0000	0.0000	\$ 66,780.00	\$0.00	\$0.00	\$0.00	0.00%	\$66,780.00
0101-2	Builder's Risk Insurance	LS	1.00	0.0000	0.0000	0.0000	\$ 10,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00
0102-1	Maintenance Of Traffic	LS	1.00	0.0000	0.0000	0.0000	\$ 47,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,000.00
0104-10-1	Hay Or Straw Bales	EACH	144.00	0.0000	0.0000	0.0000	\$ 13.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,872.00
0104-13	Staked Silk Fence Type III	LF	800.00	0.0000	0.0000	0.0000	\$ 4.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,200.00
0110-1-1	Site Preparation	LS	1.00	0.0000	0.0000	0.0000	\$ 10,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00
0110-4	Removal of Existing Concrete Pavement	SY	35.00	0.0000	0.0000	0.0000	\$ 41.84	\$0.00	\$0.00	\$0.00	0.00%	\$1,464.35
0120-1	Excavation Regular	CY	930.00	0.0000	0.0000	0.0000	\$ 6.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,580.00
0120-6	Embankment	CY	2,696.00	0.0000	0.0000	0.0000	\$ 8.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,568.00
0160-4	Stabilization Type B	SY	8,462.00	0.0000	0.0000	0.0000	\$ 2.50	\$0.00	\$0.00	\$0.00	0.00%	\$21,155.00
0285-709	Base Optional (Base Group B)	SY	5,136.00	0.0000	0.0000	0.0000	\$ 20.00	\$0.00	\$0.00	\$0.00	0.00%	\$102,720.00
0300-1-1	Bit Material (Prime Coat)	GAL	735.00	0.0000	0.0000	0.0000	\$ 2.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,470.00
0300-1-3	Bit Material (Track Coat)	GAL	604.00	0.0000	0.0000	0.0000	\$ 2.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,208.00
0327-70-6	Milling Exel Asphalt Pavt (1.6" Avg Depth)	SY	4,901.00	0.0000	0.0000	0.0000	\$ 3.25	\$0.00	\$0.00	\$0.00	0.00%	\$15,928.25
0334-1-13	Superpave Asphalt Conc. Traffic C)	TON	705.70	0.0000	0.0000	0.0000	\$ 75.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,927.50
0337-7-4	App. Conc. Fictioin Course fine Blvr/Ru	TON	792.80	0.0000	0.0000	0.0000	\$ 89.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,559.20
0425-1-311	Inlets (Curb) (Type P-1) (<10')	EACH	2.00	0.0000	0.0000	0.0000	\$ 4,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00
0425-1-321	Inlets (Curb) (Type P-2) (<10')	EACH	2.00	0.0000	0.0000	0.0000	\$ 4,900.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,800.00
0425-1-551	Inlets (Curb) (Type E) (<10')	EACH	2.00	0.0000	0.0000	0.0000	\$ 2,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
0425-11	Drainage Structure Moddy	EACH	1.00	0.0000	0.0000	0.0000	\$ 2,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00
0425-11-225	Cone Pipe Culvert (Class II) (16')	LF	464.00	0.0000	0.0000	0.0000	\$ 38.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,632.00
0425-11-226	Cone Pipe Culvert (Class II) (24')	LF	144.00	0.0000	0.0000	0.0000	\$ 50.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,200.00
0440-1-20	UnderDrain Type II	LF	1,040.00	0.0000	0.0000	0.0000	\$ 15.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,600.00
0520-1-10	Curb And Gutter Conc. Type F	LF	1,904.00	0.0000	0.0000	0.0000	\$ 13.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,752.00
0521-1	Cone Barrier Wall	LF	40.00	0.0000	0.0000	0.0000	\$ 150.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00
0522-1	Sidewalk Conc. (4"thick)	SY	1,536.00	0.0000	0.0000	0.0000	\$ 20.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,720.00
0544-75-14	Impact Attenuator Vehicular (Quadruqa	EACH	2.00	0.0000	0.0000	0.0000	\$ 5,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00
0570-5	Fertilizer	TON	0.10	0.0000	0.0000	0.0000	\$ 1,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$150.00
0570-9	Water For Grass	MGAL	13.00	0.0000	0.0000	0.0000	\$ 200.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,600.00
0575-1-6	Sodding (Bermuda)	SY	2,158.00	0.0000	0.0000	0.0000	\$ 3.50	\$0.00	\$0.00	\$0.00	0.00%	\$7,553.00
0700-40-1	Single Post Sign	AMBY	8.00	0.0000	0.0000	0.0000	\$ 500.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00
0700-41-10	Multi Post Sign	AMBY	2.00	0.0000	0.0000	0.0000	\$ 6,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,000.00
0706-3	Redo-Reflective Pavement Markers	EACH	172.00	0.0000	0.0000	0.0000	\$ 6.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,032.00
0710-4	Directional Arrow Painted	EACH	18.00	0.0000	0.0000	0.0000	\$ 65.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,235.00
0710-7	Pavement Message Painted	EACH	7.00	0.0000	0.0000	0.0000	\$ 150.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,050.00
0710-23-61	Solid Traffic Stripe (6" White)	MILE	0.71	0.0000	0.0000	0.0000	\$ 900.00	\$0.00	\$0.00	\$0.00	0.00%	\$636.30
0710-23-241	Solid Traffic Stripe (24" White)	LF	211.00	0.0000	0.0000	0.0000	\$ 5.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,055.00
0710-26-61	Solid Traffic Stripe (6" Yellow)	LF	2,454.00	0.0000	0.0000	0.0000	\$ 0.60	\$0.00	\$0.00	\$0.00	0.00%	\$1,472.40
0710-26-161	Solid Traffic Stripe (16" Yellow)	LF	844.00	0.0000	0.0000	0.0000	\$ 5.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,220.00
0710-27	Strip Traffic Stripe (White/Black)	LF	600.00	0.0000	0.0000	0.0000	\$ 0.60	\$0.00	\$0.00	\$0.00	0.00%	\$360.00
								\$0.00	\$0.00	\$0.00	\$609,000.00	

(41)
7733

Public Records of
St. Johns County, FL
Clerk# 02-047522
O.R. 1799 PG 246
01:46PM 08/15/2002
REC \$165.00 SUR \$21.00

Due to insufficient area being provided, this paper is acting as a lead page to the actual document being recorded in order to provide public records information.

TW ACQUISITIONS, INC. DEVELOPMENT AND IMPACT FEE AGREEMENT

By and between: TW Acquisitions, Inc. (Developer)
and ST. JOHNS COUNTY (the County)

In & Ret: P. Degrande
Bcc SECRETARY

TW ACQUISITIONS, INC. DEVELOPMENT AND IMPACT FEE AGREEMENT

THIS DEVELOPMENT AND IMPACT FEE AGREEMENT (the "Agreement"), is made as of this 12th day of August, 2002, by and between **TW ACQUISITIONS, INC.**, its heirs, successors, or assigns ("Developer"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, Developer is under contract to purchase the land described in **Exhibit "A"** attached hereto (the "Property"), a portion of which is the subject of a proposed Planned Unit Development Ordinance known as the St. Johns Forest PUD (the "proposed PUD Ordinance") and is the equitable owner thereof;

WHEREAS, the legal ownership of the Property is titled to Rayland, LLC, a Florida Limited Liability Company.

WHEREAS, the Future Land Use Designations of the St. Johns Forest Property include Residential "C" Mixed Use District and Rural Silviculture; and its current zoning is Open Rural.

WHEREAS, the current zoning of adjacent properties within 300 feet of the Property includes Industrial Warehouse, Open Rural, Planned Special Development, Commercial Highway Tourist, Planned Unit Development and the current Future Land Use Designation of adjacent properties within 300 feet of the Property includes Residential "B," Rural Silviculture and Mixed Use.

WHEREAS, Developer proposes to develop the Property which consists of approximately 435.65 acres on which are to be constructed up to 75,000 gross square feet of retail use, and 545 single-family residential units, associated retention areas, roadways and common areas (the "PUD Development") as may be approved in the PUD Ordinance; however,

July 22, 2002

RECEIVED

JUL 26 2002

ST. JOHNS COUNTY
PLANNING DEPARTMENT

Developer seeks by this Agreement to obtain concurrency for only a portion of the PUD Development as further described herein;

WHEREAS, at the time of the application for a certificate of concurrency filed by Developer with respect to the PUD Development there was inadequate capacity on the County Transportation System at Link 35 to accommodate the total development proposed to be constructed by Developer.;

WHEREAS, Developer seeks by this Agreement to obtain a certificate of concurrency for 75,000 gross square feet of retail development and 516 single-family residential units ("Concurrency Development");

WHEREAS, Developer seeks by this Agreement to set forth its obligations on Russell Sampson Road offered as justification for certain waivers granted to Developer into PUD Ordinance;

WHEREAS, the parties seek by this Agreement to set forth the purposes for which funds to be paid by Developer to the County may be used;

WHEREAS, central water and sewer service shall be provided by the JEA; drainage shall be provided by the Developer and solid waste shall be collected by the licensed franchisee in the area;

WHEREAS, the following is the Public Facility Schedule applicable to the PUD Development:

Public Facility Schedule

The following public facilities will serve the Concurrency Development through the ten (10) years of the Development Agreement to 2012.

- (1) **Transportation** - Upon execution of this Agreement, pursuant to review and approval by the St. Johns County Concurrency Review Committee and Board of County Commissioners, and the subsequent fulfillment of the conditions set forth in Paragraph 3

herein, the Concurrency Development will meet all the requirements of Article XI, of the St Johns County Land Development Code regarding the provision of roads.

(2) Potable Water and Sanitary Sewer - the JEA will provide adequate water and wastewater service to the Concurrency Development in accordance with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.

(3) Solid Waste - The County owns and operates the County's only solid waste and disposal system. The County will have sufficient space to accommodate the solid waste generated by the Concurrency Development through 2012.

(4) Drainage - Developer shall provide drainage in accordance with the St. Johns River Water Management District rules and the St. Johns County Land Development Code, consistent with the Buildout Schedules as set forth in this Development Agreement in Paragraph 2, below.

(5) Recreation - 6.65 acres are required pursuant to adopted levels of service, with 60% (3.99 acres) to be developed as Community Park. Developer shall provide, at minimum, the requisite recreation acreages/facilities. Active recreation will include tennis courts, swimming pool, multi-purpose playfield, basketball court, and an outdoor playground consistent with Policy F.1.3 of the St. Johns County Comprehensive Plan as amended.

WHEREAS, the Developer has obtained concurrency approval for water, sewer, drainage and solid waste in accordance with the requirements of the St. Johns County Land Development Code for the Concurrency Development;

WHEREAS, the Developer wishes to enter into this Agreement to set forth the conditions under which a Final Certificate of Concurrency for roads may be issued to set forth the prepayment of road impact fees ("Road Impact Fees") for the PUD, and to set forth the terms and conditions upon which Road Impact Fee credits shall be available in consideration of certain improvements to be constructed by Developer and prepayments made by Developer.

WHEREAS, the County has entered into this Agreement for a term of ten (10) years in consideration of the commitment by the Developer to construct certain transportation improvements;

WHEREAS, the improvements to be constructed by the Developer and sums paid by Developer will advance the implementation of the County's adopted Traffic Circulation Element and the First Coast Metropolitan Planning Organization's Year 2015 Long Range Transportation Plan;

WHEREAS, the County deems it to be in the public interest to recognize the contributions of the Developer in improving the transportation system in the northwestern portion of the County;

WHEREAS, the County has determined that Developer is making a binding commitment to St. Johns County to build the transportation facilities necessary to serve the impacts of the Concurrency Developments pursuant to Florida Statutes 163.3180 (11);

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

WHEREAS, the Land Development Code of St. Johns County, as amended from time to time, allows the County's execution of such Development Agreement;

WHEREAS, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are

adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

WHEREAS, in accordance with §10.02.03B of the St. Johns County Land Development Code, and §163.3233, Florida Statutes (2001), it is stipulated and agreed that, during the effective period of this Agreement, the laws and policies in effect and as of the date of approval of the PUD shall govern the development of the real property covered by this Agreement, except as otherwise specifically provided for by the terms of this Agreement, the St. Johns Forest PUD, or state law.

WHEREAS, Developer will be required to pay Road Impact Fees for roads in connection with occupancy of construction offices, sales centers, or both on its Concurrency Development. As a result, Developer is a "fee payer" as defined in Ordinance 87-57, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to fee payers under certain circumstances.); and

WHEREAS, the improvements to County Road 210 contemplated to be funded by Developer are necessary for Developer to obtain a certificate of concurrency for the development; and

WHEREAS, the parties wish to specify the value of the Developer's contribution to County Road 210 improvements and Russell Sampson Road improvements as calculated under Ordinance 87-57, as amended; and

WHEREAS, the parties wish to provide a mechanism for the management of the Impact Fee Credits to which the Developer may become entitled; and

WHEREAS, the Sampson Civic Association, Inc., a not-for-profit Florida corporation is an intended third-party beneficiary of those portions of this Agreement concerning the

improvement of Russell Sampson Road and will have the right to seek specific performance of those portions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Findings of Fact**

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. **Purpose.**

The purpose of this Agreement is:

- a. to vest any owner of the Property with concurrency (as provided for in Concurrency Certificate No. 99-CD29) as required for the construction of any portion or all of the respective portions of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement, the Concurrency Certificate and the proposed PUD Ordinance by the Developer;
- b. to set forth the justification for waiver of Developer's obligation to improve Russell Sampson Road as required by §6.06.07M the St. Johns County Land Development Code;
- c. to set forth the Developer's obligations relative to funding for improvement of Russell Sampson Road;

d. to set forth the agreed upon value of the Developer's contributions to the County transportation system as they qualify for Road Impact Fee Credits under, and as may be limited by, Ordinance 87-57, as amended; and

d. to establish a procedure for processing and accounting for such Road Impact Fee Credits.

3. **Densities and Intensities Statement.**

The proposed PUD provides for the following densities and intensities on the Property:

75,000 gross square feet of retail development, and 545 single-family residential units, with no building to exceed 35 feet in height, pursuant to the PUD Ordinance.

Amendments to the proposed PUD Ordinance from time to time, which do not increase the transportation impacts beyond the development intensities allowed therein or the equivalent thereof as identified in the traffic impact analysis report submitted in support of the proposed PUD and the requests for concurrency shall not affect the validity or vary the terms of this Agreement. If the proposed PUD Ordinance is amended in such a way as to increase such transportation impacts as set forth herein, this Agreement shall not be effective as to the PUD Development causing the increased impacts.

4. **Developer's Obligations and Consideration.**

The Developer hereby covenants and agrees to the following commitments which are necessary to properly provide for impacts caused by the Concurrency Development; provided, however, that if a Community Development District is established for one or more portions of the development, then it is intended that the Community Development District may independently satisfy such obligations and St. Johns County approves of and consents to the Community Development District's role. To the extent any such obligation under this

development agreement is met or performed by a Community Development District then the Developer shall no longer be subject to the obligation. The commitments are as follows:

a. The Developer shall construct or cause to be constructed improvements to County Road 210, which shall consist of constructing improvements necessary to produce two (2) through travel lanes and one left turn storage lane in each direction underneath the Interstate 95 overpass. These improvements will be completed by the Florida Department of Transportation's ("FDOT") successful design-build contractor, or the Developer, concurrently with the FDOT and County improvements previously committed for CR 210 and FDOT improvements previously committed for the I-95 widening project, and shall be as detailed in the Conceptual Design attached as **Composite Exhibit "B."** The estimated cost of this improvement is \$500,871.26, for which Road Impact Fee credits will be granted in accordance with Paragraph 11.a hereof. In no event shall the County be responsible to pay for any part of the actual cost of the improvements contemplated by this Agreement.

Exhibit "B" is a three-page composite exhibit depicting the chronological improvements proposed for the I-95/CR 210 interchange. The plan labeled Arvida (design plan) depicts the currently-existing conditions. The plan labeled DOT (DOT reconstructed typical section plan) depicts proposed work to be performed by FDOT. The plan labeled Initial (Initial typical section plan) depicts work proposed by the Developer subsequent to FDOT pier installation.

b. The Developer shall within fifteen (15) days of final approval of the Development Agreement and Final Order approving the St. Johns Forest PUD, and expiration of any applicable appeal periods, pay to St. Johns County the sum of \$250,000.00 which sum shall be used by the County exclusively for the eventual improvement of Russell Sampson Road,

including without limitation, acquisition, design, permitting and construction, as determined by the County, for which no Road Impact Fee credits shall be granted to Developer.

c. The Developer shall within fifteen (15) days of final approval of the Development Agreement and final order approving the St. Johns Forest PUD and expiration of any applicable appeal periods, pay to St. Johns County the sum of \$250,000.00 which sum shall be used by the County exclusively for the eventual improvement of Russell Sampson Road, as determined by the County, including without limitation acquisition, design, permitting and construction. Road Impact Fee credits shall be granted to Developer as set forth hereinafter for any Road Impact Fees payable or to be payable for development of the Property. However, this provision shall not be construed as an obligation on the part of the County to approve Development as §380.04, Florida Statutes (2001).

d. Within fifteen (15) days of final joint determination by Taylor Woodrow and St. Johns County on the reasonable cost of improvements under I-95, Taylor Woodrow will pre-pay an estimated \$163,000.00 (the balance of its Road Impact Fees not paid for the County Road 210 Improvements) for that portion of the St. Johns Forest PUD holding a certificate of concurrency.

e. Developer shall within fifteen (15) days of final approval of the Development Agreement and final order approving the St. Johns Forest PUD and the expiration of any applicable appeal periods will deed to the County all of its right title and interest to approximately .87 acres of property between the eastern boundary of the PUD and the west right of way of Russell Sampson Road, as more specifically described on **Exhibit "E"** attached hereto.

f. Developer will provide to the County technical information regarding the design of the stormwater treatment system for the PUD and will cooperate with the County to allow

possible use of the PUD's system for the County's stormwater storage and treatment needs for Russell Sampson Road. At the County's request, Taylor Woodrow shall make reasonable modifications to the system to accommodate the County's needs provided the County pays to Taylor Woodrow any additional costs it incurs to modify its system.

g. Upon issuance of a certificate of concurrency for the remaining twenty-nine (29) units in St. Johns Forest, Taylor Woodrow will prepay all Road Impact Fees due or to become due for such units.

5. Financial Security.

No later than 30 days after the effective date of this Agreement, Developer shall post a bond or other security to St. Johns County in the amount of \$625,000.00 for committed improvements on County Road 210 described above in Paragraph 4.a in a form reasonably acceptable to the County. The condition of the bond shall be the completion of the Developer's responsibility under this Agreement and if the Developer shall materially default under the terms hereof, such sums shall be payable to the County to apply to the completion of the improvements contemplated by this Agreement.

6. County Obligations.

By executing this Development Agreement, and subject to the Developer obtaining such other permits and authorizations not contemplated by this Agreement, the County hereby authorizes this Agreement to be used as a basis for granting concurrency for the Concurrency Development as provided for in Article XI of the LDC. This authority extends, however, only to the authority contemplated by Article XI of the Land Development Code and neither expressly nor impliedly relieves Developer of the obligation to secure any and all other State, Federal and local permits necessary to authorize the work contemplated by this Agreement. It is the express intent of the

County that the funds contributed through this agreement be used only for progress toward the timely completion of appropriate improvements of Russell Sampson Road from the Taylor Woodrow connection to CR 210. The County, within seven (7) years of the effective date of this Agreement, shall initiate pre-construction actions that are required for construction on Russell Sampson Road in accordance with Part 6.04.00 of the Land Development Code. Upon initiation of pre-construction actions that are required for construction of Russell Sampson Road pursuant to Part 6.04.00 of the Land Development Code, the \$250,000.00 paid by the Developer pursuant to Paragraph 4.c herein becomes non-refundable. In the event the County does not initiate pre-construction actions within seven (7) years of the effective date of this Agreement, then the County shall refund the \$250,000.00 to the Developer paid pursuant to Paragraph 4.c herein. In the event a third party commits to the same construction obligations and schedule that are required for construction on Russell Sampson Road from the Taylor Woodrow point of connection on Russell Sampson Road to CR 210 pursuant to Part 6.04.00 of the Land Development Code, prior to the expiration of the County's obligation to initiate construction on Russell Sampson Road, the County shall have no further obligation to make the improvements contemplated by this Agreement and any of the funds referred to herein shall be retained by the County.

7. **Authority and Duration.**

This Agreement is made and granted pursuant to the St. Johns County Land Development Code as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the tenth (10th) anniversary of the Effective Date of this Agreement unless otherwise extended by agreement of the parties hereto. Except as provided herein, the

County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder, except as allowed by §163.3233(2), Florida Statutes (2001

8. Extension of Agreement; Subsequent Changes to Concurrency Ordinance.

The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, and any applicable requirements of the St. Johns County Land Development Code, as they may be amended from time to time. If the County modifies its Land Development Code relative to the Concurrency Management System (the "Concurrency Provision") subsequent to the execution of this Agreement, any such modification may be applied to the development of Developer's Property described in Exhibit "A". Provided, however, no such modification of the Concurrency Provision or any other land development regulation shall be applied in a manner that operates to prevent development of Developer's Property as would be permitted by this Agreement hereunder in its entirety under the Concurrency Management System in effect as of the date of the execution of this Agreement, and except as would be permitted by Section 163.3233(2), unless the Board of County Commissioners demonstrates that compliance with the Concurrency Provision or land development regulation is essential to the public health, safety, or welfare of the citizens of St. Johns County. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

9. Necessity to Obtain Permits.

Developer hereby acknowledges its obligation to obtain all necessary local development permits which may be needed for development of the Property. The failure of this Agreement to

address any particular permit, condition, term, or restriction applicable to the development of the Property shall not relieve Developer or any successor or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

10. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.

The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement and as proposed in the PUD Ordinance is consistent with the County's Comprehensive Plan and Land Development Regulations, (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan, (iii) the landowner is, by execution of this Agreement, making a binding commitment to the County to pay the sums set forth herein.

11. Impact Fees.

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

Pursuant to the requirements of the Agreement, Developer has agreed to fund improvements on County Road 210, as more fully described herein and to prepay Road Impact Fees associated with the development activities on the Property.

Developer has requested and the County has agreed to provide to Developer certain credits against the payment of Road Impact Fees based upon the total value of the off site improvements ("Road Impact Fee Credits") and Road Impact Fee prepayments, as follows:

a. Amount.

i. Pursuant to Section Thirteen of the Road Impact Fee Ordinance, the parties have agreed to the value of the installation and improvements to County Road 210 as described in Paragraph 4.a herein are estimated to be \$500,871.26, as detailed in **Exhibit "D,"** attached hereto. The total Road Impact Fee credits available shall be limited by the amount of Road Impact Fees due for the Concurrency Development. The design on which the Developer's cost estimate is based may be subject to changes for reasons beyond the control of the Developer. In the event the cost of the improvements contemplated by this Agreement differ from the estimate detailed in **Exhibit "D,"** due to such design changes, Developer or County may seek an amendment upon the occurrence of such design changes of the Road Impact Fee credit agreement amount to appropriately reflect such design changes.

ii. Pursuant to Paragraphs 4c, d & g, Developer is to prepay Road Impact Fees as may become due for development activity on the Property in the amount of \$250,000.00, plus approximately \$163,000.00, plus an amount to be determined upon issuance of a future Certificate of Concurrency for the twenty-nine (29) units remaining in the PUD not included in Concurrency Development.

iii. The total of subparagraphs i and ii shall be the amount of Road Impact Fee credits available to the Developer.

b. Method of Issuance. From and after the date hereof, all Fee Payers applying for building permits or certificates of occupancy in connection with the construction of dwellings or commercial improvements within the Concurrency Development shall pay an amount equal to the amount due under the Road Impact Fee Ordinance directly to Developer. So long as the total Road Impact Fee Credits for which Developer has issued vouchers for under this Agreement is an amount less than or equal to the maximum total Road Impact Fee Credits authorized by this Agreement, Developer shall then issue to such Fee Payer a voucher (attached hereto as **Exhibit "C"**) evidencing full payment of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The Fee Payer shall present the voucher to the County, as evidence of payment in full of the Road Impact Fee in connection with its application for a building permit or certificate of occupancy. The voucher issued by the Developer shall contain a statement setting forth the amount of the Road Impact Fee paid. Upon presentation of such voucher by the Fee Payer, the County shall deduct the amount of the voucher from the amount that is due.

c. Sale of Development. In the event that Developer may determine to sell all or part of its Property, the Developer may sell, transfer, assign, or convey all or part of the Road Impact Fee Credit to such purchaser, transferee, assignee or grantee for use only within the Concurrency Development for such consideration as Developer, in its sole discretion, determines. In such event, the Developer shall execute and deliver to the County, a copy of the instrument selling, transferring, assigning or granting the Road Impact Fee Credit and a confirmation of the amount of the Road Impact Fee Credit vested in the Developer.

d. Annual Accounting. On or before January 31 of each year, so long as there remains any Road Impact Fee Credit, Developer shall prepare and deliver to the County

Planning Division an annual report setting forth the amount of the Road Impact Fee payments made by the Fee Payers and the remaining balance of Road Impact Fee Credits. In no event shall Developer grant, assign, sell or transfer any Road Impact Fee Credits for an amount in excess of the amount of the then current Road Impact Fee due from the Developer.

e. Completion. At such time as all the required improvements, as described herein have been completed and the Road Impact Fee Credit provided for hereunder has been exhausted, Developer or the Fee Payers seeking building permits or certificates of occupancy within the Concurrency Development shall pay to the County the Road Impact Fees in such amount as are due and payable under the applicable Road Impact Fee Ordinance.

f. Limitations on Amount and Assignability. In no event shall Developer sell, transfer, assign or convey all or part of the Road Impact Credits outside the PUD Development without the approval of the County. The parties agree that no Road Impact Credit may be used or applied to development outside the Property without the specific approval of the County, and that such approval may be denied based on factors including, but not limited to, the relationship of the improvements to the particular development to which Credits are transferred. In the event that the obligations of the Developer are assigned or delegated in whole or in part to a Community Development District in accordance with the terms of this Agreement, the amount of Road Impact Credits to which the Community Development District is entitled is limited to an amount not greater than the amount provided for in this Agreement. It being the intent of the parties that the Community Development District and not the Developer shall be entitled to Road Impact Credits for the value of said improvements provided by a Community Development District as may be allowed by the Concurrency Ordinance and the LDC. Further, Developer acknowledges that the total amount of such Road Impact Fee Credits may be further limited by

Section 13 of the Road Impact Fee Ordinance in effect at the time this Agreement becomes effective and covenants and agrees that it will not challenge by any judicial proceeding the interpretation of the County Attorneys' office that the Road Impact Fee Credits identified or granted by this Agreement as to each individual project within the PUD Development and/or Property are limited to the extent and/or amount of Road Impact Fees which are due or become due from that individual project.

12. Remedies and Monitoring.

a. If either Developer or County fails to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

b. The County may apply subsequently adopted regulations and policies to the Concurrency Development only upon meeting the requirements of Section 163.3233 Florida Statutes (1995).

c. Beginning one year after the Effective Date of this Agreement and continuing annually thereafter, Developer shall provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and establishing compliance with the terms and conditions of this Agreement.

d. Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement as required by Paragraph 12(e) below.

e. Within fourteen (14) days after the County executes this Agreement, the County shall record it with the Clerk of the Circuit Court of the Seventh Judicial Circuit. Within fourteen (14) days after this Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

13. Future Impact Fee Levys, Assessments, and Refunds.

a. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Road Impact Fees, or, if levied, to levy them for any certain amount.

b. No prepayment of Road Impact Fees made pursuant to this Agreement shall be subject to refund or credit, except as specifically provided for in Paragraph 6 hereof or the applicable Impact Fee Ordinance.

c. Notwithstanding any other provision in this Agreement, no land, except that zoned as St. Johns Forest PUD on July 23, 2002, shall be, implicitly or explicitly, considered approved for concurrency, approved for Development as defined in §380.04, Florida Statutes (2001), rezoned, or have an amended Comprehensive Plan Future Land Use Category, by virtue of this Agreement.

d. Notwithstanding any other provision of this Agreement, any refund of prepaid Road Impact Fees pursuant to this Agreement shall not reduce or alter any obligation for payment of Impact Fees when then become due pursuant to the County's Impact Fee Ordinance.

14. Binding Effect.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

15. Applicable Law; Jurisdiction of Venue.

This Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to

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the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

16. Joint Preparation.

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. Exhibits.

All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18. Captions or Paragraph Headings.

Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

19. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

20. Effective Date.

This Agreement shall become effective after it has been recorded in the public records of St. Johns County and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 6 as set forth above.

21. **Amendment.**

This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

22. **Duration of Permits.**

Developer acknowledges except for the extension of the concurrency reservation of transportation capacity as hereinabove enumerated, this Agreement does not extend the duration of any other permits or approvals.

23. **Further Assurances.**

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

24. **Notices.**

Any notices or reports required by this Agreement shall be sent to the following:

For the County:

County Administrator
St. Johns County
P.O. Drawer 349
St. Augustine, FL 32085-0349

Exhibit "A"

"The Property"

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A part of Sections 7, 17 and 18, all in Township 5 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows: BEGIN at the Section corner common to Sections 7, 8, 17 and 18, all in Township 5 South, Range 28 East; thence South 88 degrees 36 minutes 21 seconds West along the South line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7 (also being the North line of the Northeast $\frac{1}{4}$ of said Section 18), 200.08 feet to a point on the Southwesterly right of way line of Russell Sampson Road (a public road right of way maintained by the St. Johns County, Florida Road Department that has no recorded right of way) and the POINT OF BEGINNING; thence South 42 degrees 35 minutes 57 seconds East along the aforesaid Southwesterly right of way line of Russell Sampson Road, 445.93 feet to the Northwestern corner of those lands described and recorded in that Special Warranty Deed from Rayland Company, Inc. to Barry B. and Elaine K. Ansbacher, as recorded in Official Records Book 1080, Page 539 of the Public Records of St. Johns County, Florida; thence along the boundary lines of the last said lands, the following three (3) courses and distances: Course No. 1: South 29 degrees 55 minutes 48 seconds West, 967.64 feet; Course No. 2: South 60 degrees 04 minutes 12 seconds East, 700.00 feet; Course No. 3: North 29 degrees 55 minutes 48 seconds East, 880.77 feet to the aforesaid Southwesterly right of way line of Russell Sampson road; thence South 58 degrees 55 minutes 51 seconds East along last said line, 667.57 feet to the boundary line of those lands described and recorded in Special Warranty Deed from Rayland Company, Inc. to Henry E. and Della T. King, as recorded in Official Records Book 1007, Page 1331; thence along the lines of last said lands the following five (5) courses and distances: Course No. 1: South 31 degrees 19 minutes 53 seconds West, 369.89 feet; Course No. 2: South 58 degrees 40 minutes 07 seconds East, 357.57 feet; Course No. 3: North 31 degrees 19 minutes 53 seconds East, 107.30 feet; Course No. 4: North 25 degrees 00 minutes 06 seconds East, 147.31 feet; Course No. 5: North 43 degrees 50 minutes 36 seconds East, 119.00 feet to Southwesterly right of way of Russell Sampson Road, said right of way lying 100.00 feet, when measured at right angles to, the Northeastly right of way line of Russell Sampson Road as shown on the plat of MEEHAN ESTATES, as recorded in Map Book 20, Pages 34 and 35 of the Public Records of said County; thence along the Southwesterly right of way line of said Russell Sampson Road (said right of way lying 100.00 feet Southwesterly of, when measured at right angles to, the right of way line as shown on the MEEHAN ESTATES) the following five (5) courses and distances: Course No. 1: South 58 degrees 40 minutes 07 seconds East, 146.28 feet to the point of curvature of a curve leading Southeasterly; Course No. 2: thence Southeasterly along and around the arc of a curve, concave Northeastly, having a radius of 4,439.30 feet, through a central angle of 03 degrees 52 minutes 00 seconds to the left, an arc distance of 299.60 feet to the Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of South 60 degrees 36 minutes 08 seconds East, 299.54 feet; Course No. 3: South 62 degrees 32 minutes 07 seconds East, 73.19 feet to the point of curvature of a curve leading Southeasterly; Course No. 4: thence Southeasterly along and around the arc of a curve, concave Southwesterly, having a radius of 1,281.08 feet, through a central angle of 11 degrees 28 minutes 24 seconds to the right, an arc distance of 256.53 feet to the Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of South 56 degrees 47 minutes 55 seconds East, 256.10 feet; Course No. 5: South 51 degrees 03 minutes 43 seconds East, 395.90 feet to the boundary line of those lands described and recorded in that Quit Claim Deed from Rayonier Timberlands Operating Company, LP to James D. Etherton, as recorded in Official Records Book 1026, Page 178 of said Public Records; thence along the boundary lines of last said lands the following three (3) courses and distances: Course No. 1: South 38 degrees 31 minutes 32 seconds West, 511.37 feet; Course No. 2: South 55 degrees 01 minute 57 seconds East, 507.82 feet; Course No. 3: South 88 degrees 47 minutes 33 seconds East, 69.93 feet to the East line of the Northwest $\frac{1}{4}$ of said Section 17; thence South 00 degrees 25 minutes 08 seconds East along last said line and then along the East line of the Southwest $\frac{1}{4}$ of said Section 17, 1,404.19 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 17; thence South 89 degrees 05 minutes 49 seconds East along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 17, 1,315.84 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 17; thence South 02 degrees 24 minutes 42 seconds West, 107.82 feet to the Northwesterly right of way line of County Road No. C-210 (formerly State Road No. S-210, a 100 foot public road right of way as per State of Florida Right of Way Map Section No. 7851-250, dated February 14, 1951); thence along the Northwesterly right of way line of County Road No. C-210, the following three (3) courses and distances: Course No. 1: Southwesterly along and around the arc of a curve being concave Northwesterly, having a radius

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of 2,814.93 feet, through a central angle of 01 degree 19 minutes 16 seconds to the right, an arc distance of 64.90 feet to a Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of South 57 degrees 08 minutes 48 seconds West, 64.90 feet; Course No. 2: South 57 degrees 48 minutes 26 seconds West, 1,460.25 feet to the point of curvature of a curve leading Southwesterly; Course No. 3: Southwesterly along and around the arc of a curve being concave Northwesterly, having a radius of 2,242.01 feet, through a central angle of 05 degrees 11 minutes 05 seconds to the right, an arc distance of 202.88 feet, last said arc being subtended by a chord bearing and distance of South 60 degrees 23 minutes 58 seconds West, 202.81 feet; thence North 16 degrees 15 minutes 11 seconds West, 983.37 feet; thence North 61 degrees 48 minutes 05 seconds West, 1,030.39 feet; thence South 89 degrees 22 minutes 06 seconds West, 1,320.44 feet to a point being on the West line of the Southwest $\frac{1}{4}$ of Section 17; thence North 00 degrees 36 minutes 40 seconds West along last said line, 943.22 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of Section 17 (also being the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 18); thence South 89 degrees 40 minutes 32 seconds West along the South line of the Northwest $\frac{1}{4}$ of Section 18, and then along the South line of the Northwest $\frac{1}{4}$ of Section 18, 4,268.43 feet; thence North 09 degrees 40 minutes 13 seconds West, 1502.27 feet; thence North 02 degrees 35 minutes 07 seconds West, 424.94 feet; thence North 87 degrees 24 minutes 53 seconds East, 1067.73 feet; thence North 02 degree 35 minutes 07 seconds West, 1532.30 feet; thence North 75 degrees 01 minutes 45 seconds West, 1119.89 feet; thence North 02 degrees 35 minutes 07 seconds West, 1901.65 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Easterly, having a radius of 500.00 feet, through a central angle of 56 degrees 13 minutes 09 seconds to the right, an arc distance of 490.60 feet to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 25 degrees 31 minutes 28 seconds East, 471.16 feet; thence North 53 degrees 38 minutes 02 seconds East, 84.38 feet to a point on the Southwesterly right of way line of Russell Sampson Road; thence along last said line, the following seven (7) courses and distances: Course No. 1: South 44 degrees 01 minute 26 seconds East, 1199.73 feet to the point of curvature of a curve leading Southeasterly; Course No. 2: Southeasterly along and around the arc of a curve, having a radius of 1469.32 feet, through a central angle of 13 degrees 47 minutes 48 seconds to the left, an arc distance of 353.81 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 50 degrees 46 minutes 00 seconds East, 345.03 feet; Course No. 3: South 57 degrees 49 minutes 14 seconds East, along said tangency, 956.29 feet to the point of curvature of a curve leading Southeasterly; Course No. 4: Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 1937.96 feet through a central angle of 10 degrees 10 minutes 59 seconds to the left, an arc distance of 344.43 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 62 degrees 54 minutes 44 seconds East, 343.98 feet; Course No. 5: South 68 degrees 00 minutes 14 seconds East, 83.22 feet to a point of curvature of a curve leading Southeasterly; Course No. 6: Southeasterly along and around the arc of a curve having a radius of 1467.16 feet, being concave Southwesterly, through a central angle of 11 degrees 26 minutes 37 seconds to the right, an arc distance of 293.03 feet to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of South 62 degrees 16 minutes 55 seconds East, 292.55 feet; Course No. 7: thence South 56 degrees 33 minutes 37 seconds East, along last said tangency 101.92 feet to a point; thence South 34 degrees 53 minutes 21 seconds West, 152.25 feet to a point on the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7; thence South 89 degrees 07 minutes 02 seconds West, along last said line, 789.69 feet to a point on the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7; thence South 00 degrees 08 minutes 57 seconds West along last said line, 1076.18 feet, to the North line of the South 280.00 feet of the East 200.00 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7; thence South 88 degrees 51 minutes 36 seconds West along last said line, 200.21; thence South 00 degrees 06 minutes 46 seconds West, 280.46 feet to a point on the South line of the Southwest $\frac{1}{4}$ of said Section 7; thence North 88 degrees 46 minutes 25 seconds East, along last said line, and then along the South line of Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7, 1520.70 feet to a point on the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7; thence North 02 degrees 01 minute 00 seconds West, along last said line, 677.00 feet; thence North 12 degrees 08 minutes 04 seconds East, 240.12 feet; thence North 05 degrees 09 minutes 18 seconds East, 250.40 feet to a point on the Southwesterly right of way line of Russell Sampson Road, said point being on the arc of a curve concave Southwesterly; thence Southeasterly along and around the arc of a curve being concave Southwesterly, having a radius

SSB

of 6216.66 feet, through a central angle of 04 degrees 57 minutes 04 seconds to the right, an arc distance of 537.19 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 44 degrees 56 minutes 22 seconds East, 537.02 feet; thence South 42 degrees 35 minutes 57 seconds East, 1023.36 feet to the POINT OF BEGINNING.

Containing 538.45 acres, more or less.

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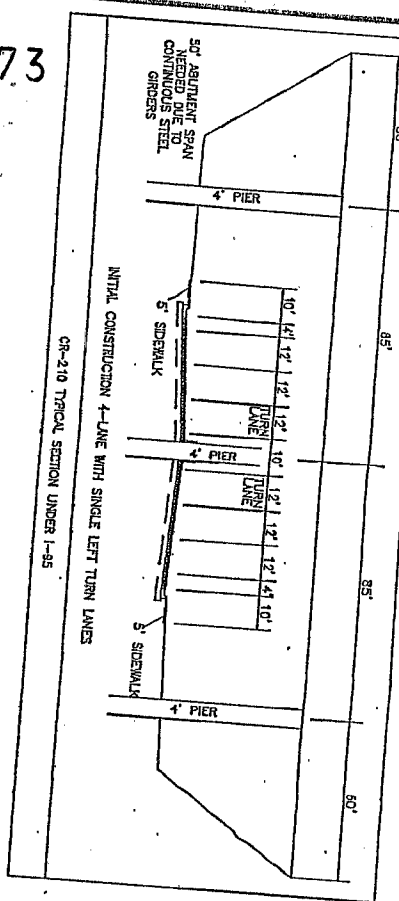
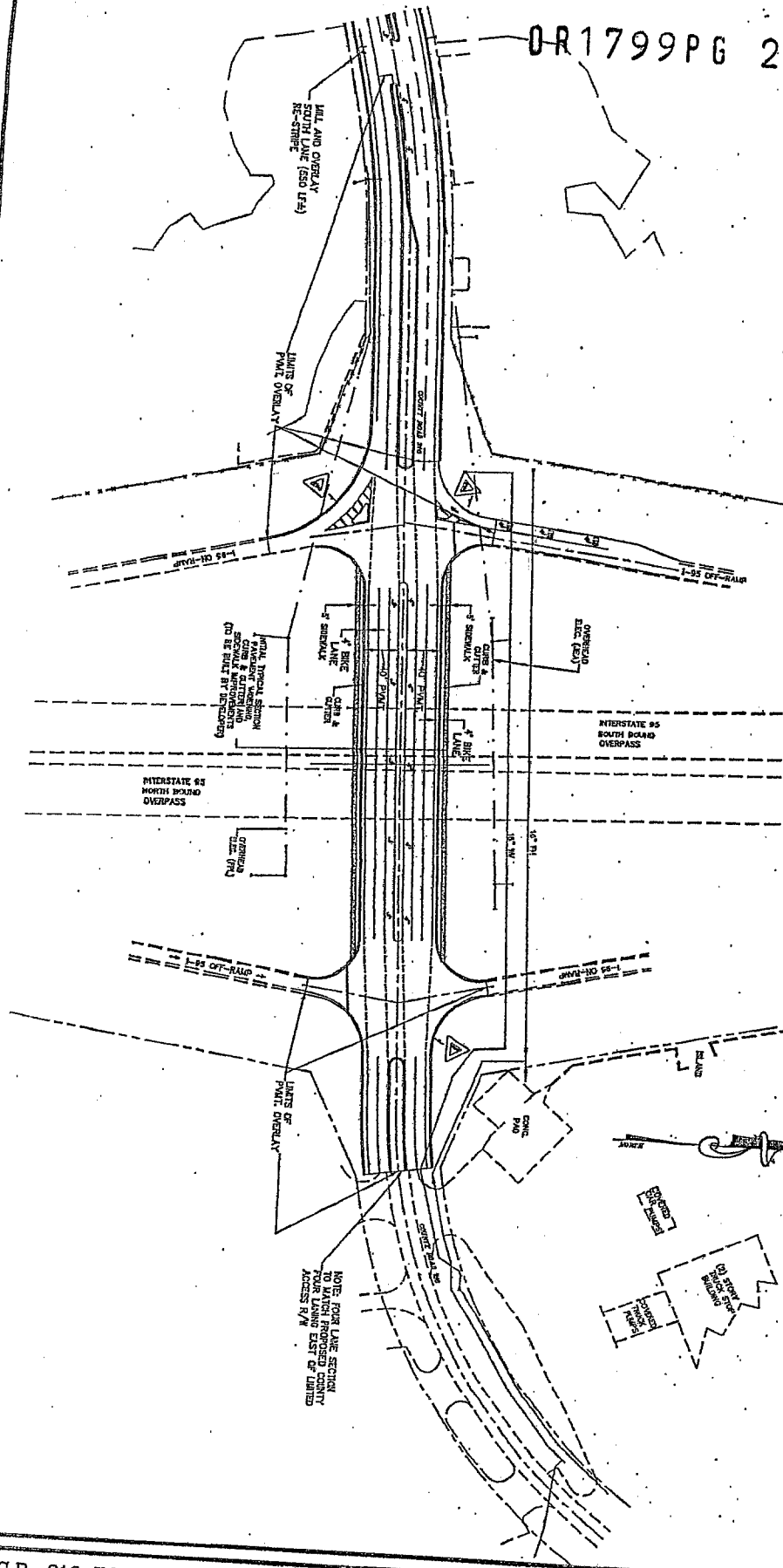
Exhibit "B"

County Road 210 Road Design

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-25-

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C.R. 210 IMPROVEMENTS AT I-95 ST. JOHNS COUNTY, FL INITIAL TYPICAL SECTION PLAN LEASED FOR CONSTRUCTION		Hill, Boring, Dunn & Associates, Inc. CIVIL ENGINEERS / LAND PLANNERS 7500 BELFORT PARKWAY, SUITE 1000 JACKSONVILLE, FLORIDA 32256 904-281-1121	DESIGNED BY: TM/TM DRAWN BY: TM CHECKED BY: V. DUNN SCALE: 1" = 60' DATE: DECEMBER, 2001 PROJ. NO.: 9805-924	REGISTERED ENGINEER ENG. NO. 4846	<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> <th>BY:</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>12-5-01</td> <td>REV. FOR DATE</td> </tr> <tr> <td>2</td> <td>12-5-01</td> <td>REV. FOR ST. JOHN'S COUNTY</td> </tr> </tbody> </table>	REVISIONS		BY:	NO.	DATE	DESCRIPTION	1	12-5-01	REV. FOR DATE	2	12-5-01	REV. FOR ST. JOHN'S COUNTY
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ARVID
DWG. INC.

ST. JOHN'S COUNTY, FL

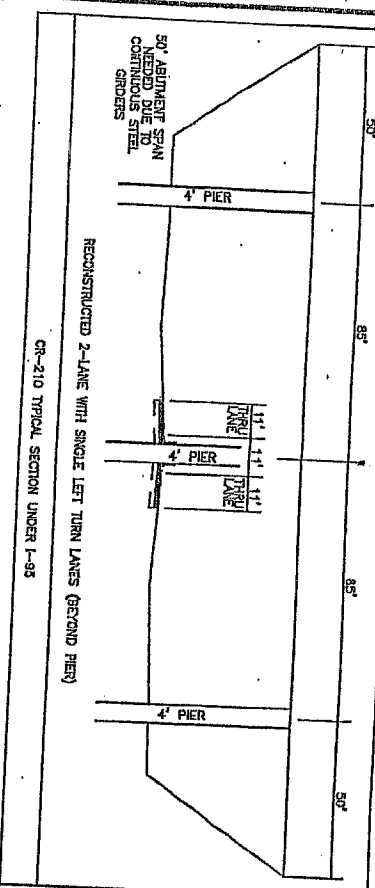
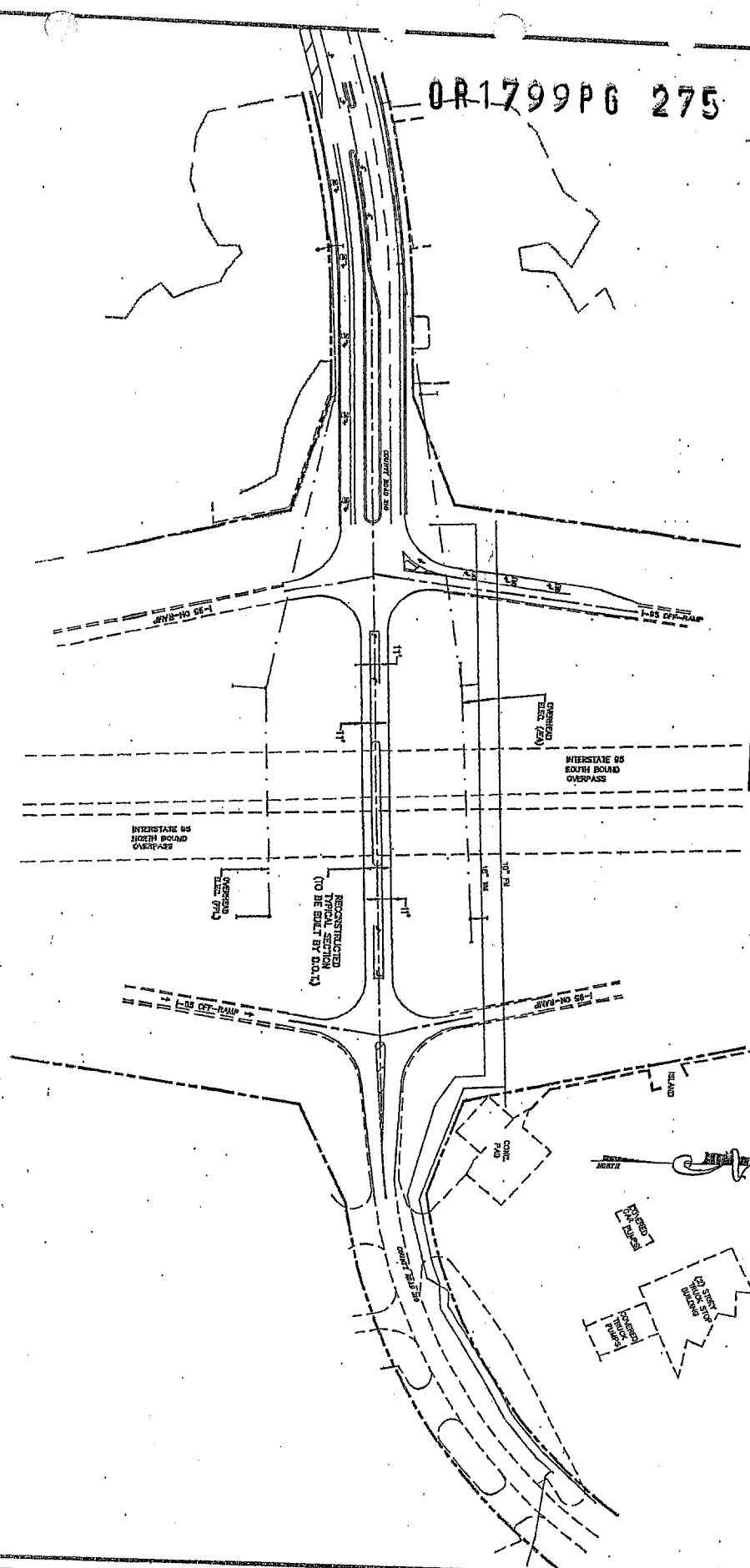


**Hill, Boring,
Dunn &
Associates, Inc.**
CIVIL ENGINEERS / LAND SURVEYORS

DESIGNED BY: TIM/TM
DRAWN BY: . TM
CHECKED BY: V. DUNN
SCALE: 1" = 60'

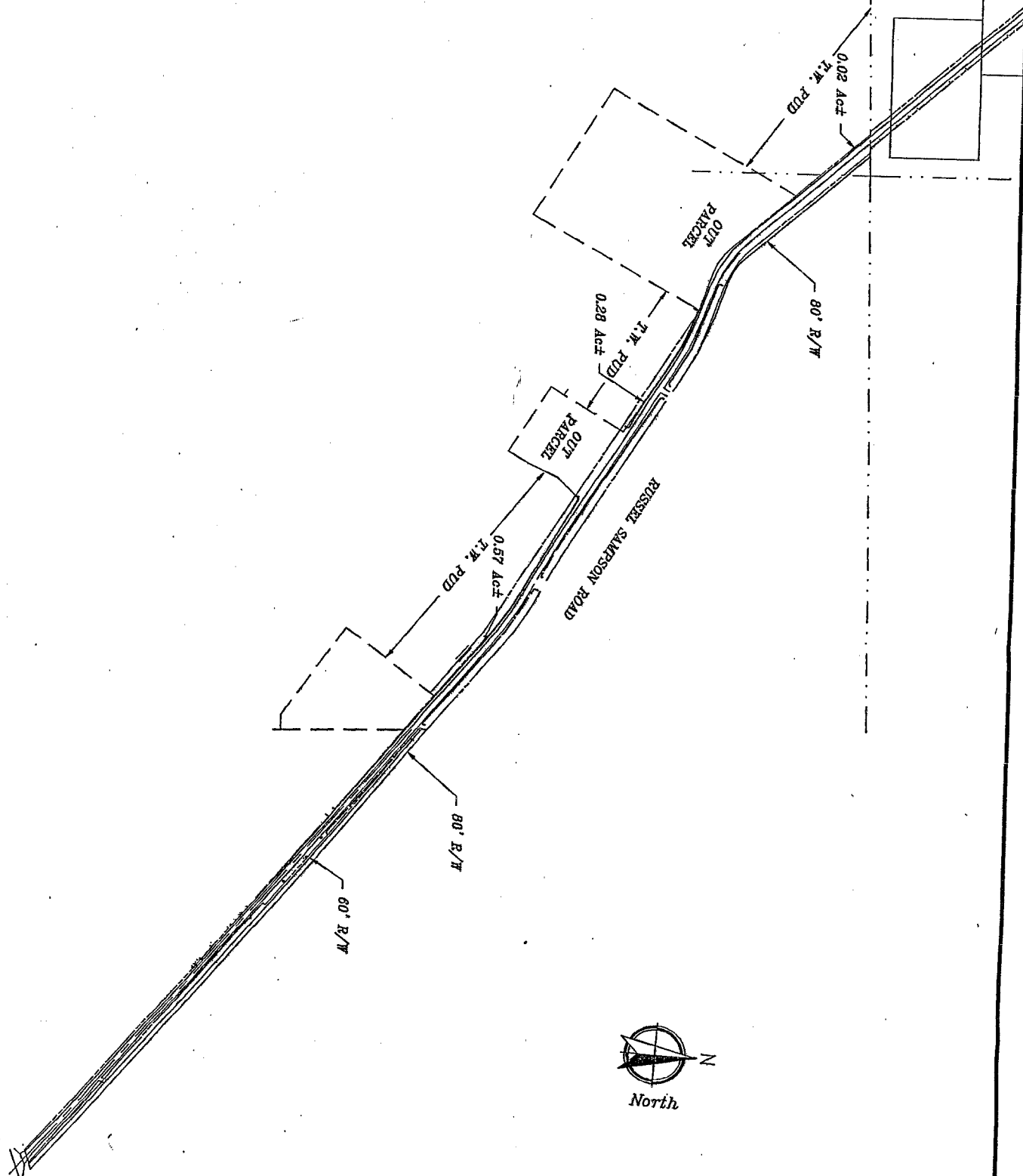
REVISIONS			
NO.	DATE	DESCRIPTION	BY:

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C.R. 210 IMPROVEMENTS AT I-95 ST. JOHNS COUNTY, FL DOT RECONSTRUCTED TYPICAL SECTION		Hill, Boring, Dunn & Associates, Inc. CIVIL ENGINEERS / PLANNERS 7400 REPORT PARKWAY, SUITE 1000 JACKSONVILLE, FLORIDA 32216	DESIGNED BY: TIM/TM DRAWN BY: TM CHECKED BY: V. DUNN SCALE: 1" = 60' DATE: DECEMBER, 2001	<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>12-11-01</td> <td>AS SHOWN</td> </tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION	1	12-11-01	AS SHOWN
REVISIONS													
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1	12-11-01	AS SHOWN											

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RWP-1 DWG. NO.	RUSSELL SAMPSON ROAD ST. JOHNS COUNTY, FLORIDA RIGHT-OF-WAY PLAN		 Hill, Boring, Dunn & Associates, Inc. CIVIL ENGINEERS / LAND PLANNERS 7850 BELFORT PARKWAY, SUITE 1600 JACKSONVILLE, FLORIDA 32216 904-281-1121	DESIGNED BY: VNC DRAWN BY: RF CHECKED BY: V. DUNN SCALE: 1" = 200' DATE: JUNE, 2002 PROJ. NO.: 9805-924	REVISIONS																					
	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				NO.	DATE	DESCRIPTION	BY:																		
NO.	DATE	DESCRIPTION	BY:																							

Exhibit E

OR1799PG 277

Exhibit "C"

Voucher issued by Developer to Fee Payer

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-26-

Impact Fee Voucher
Voucher #
St. Johns County Impact Fee Voucher
For TW Acquisitions, Inc.

1. Name and address of Developer/Grantor: TW Acquisitions, Inc.
2. Name and address of Grantee:
3. Legal description of subject property:
4. Subdivision or Master Development Plan name: St. Johns Forest

The undersigned Developer/Grantor confirms that it has received from _____
on _____, 2002 funds sufficient for the following impact fees required under the
applicable St. Johns County Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor
gives notice to St. Johns County, Florida that the following sums should be
deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

<input type="checkbox"/> Roads <input type="checkbox"/> Parks <input type="checkbox"/> Public <div style="margin-left: 20px;"> <input type="checkbox"/> Buildings <input type="checkbox"/> Police <input type="checkbox"/> Fire <input type="checkbox"/> EMS </div> <input type="checkbox"/> Educational Facilities	Ordinance #87-57 in the amount of \$ _____ Ordinance #87-58 in the amount of \$ _____ Capital Facilities Ordinance #87-59 in the amount of \$ _____ in the amount of \$ _____ in the amount of \$ _____ in the amount of \$ _____ Ordinance #87-60 in the amount of \$ _____
---	---

By: _____

Print: _____

Its: _____

EXHIBIT "C"

OR1799PG 279

Exhibit "D"

Cost Estimates

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-27-

ENGINEER'S PRELIMINARY COST ESTIMATE

0R1799PG 280

DATE: 4/2/02	PROJECT NAME: Interstate 95 & County Road 210 Interchange	PROJECT NO.: 9805-924	CHECKED BY: V. Dunn
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SUMMARY

ITEM NO.	DESCRIPTION	AMOUNT
1	EARTHWORK	
2	STRIPING	\$80,804.20
3	PAVING	\$41,865.73
4	DRAINAGE	\$220,279.30
SUB-TOTAL =		\$92,591.00
		\$435,540.23

15% CONTINGENCY = \$65,331.03

TOTAL = \$500,871.26

NOTE: ATTACHED COST ESTIMATE IS BASED ON DOT REQUEST FOR PROPOSAL FIN NO.: 213516-2-52-01, CONTRACT NO.: E-2F11 AND LETTER DATED 1/22/02 FROM ROBERT L. PARKS WHICH CLARIFIES THAT THE RECONSTRUCTED TYPICAL SECTION WILL NOT ADD ANY ADDITIONAL LANES ON CR 210. THIS ESTIMATE ASSUMES THAT THE RECONSTRUCTED TYPICAL SECTION IS EXISTING. ESTIMATED COSTS HEREIN ARE BASED ON UPGRADING THE RECONSTRUCTED TYPICAL SECTION TO THE INITIAL TYPICAL SECTION.

REVISED 4/2/02 TO EXTEND 4-LANE SECTION TO EAST LIMITED ACCESS RIGHT-OF-WAY LIMITS AND INCORPORATE DRAINAGE OUTFALL TO THE SOUTH WITHIN DOT I-95 RIGHT-OF-WAY.

HILL, BORING, DUNN, AND ASSOCIATES, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FL 32256
(904) 281-1121

EXHIBIT "D"

PAGE 1 OF 5

ENGINEER'S PRELIMINARY COST ESTIMATE

OR1799PG 282

PROJECT NAME:

PROJECT NO.:
9805-924

CHECKED BY:
Y. DUBB

STRIPING & SIGNAGE

SUB-TOTAL THIS SHEET: \$41,865.73

FILL, BORING, DUNN, AND ASSOCIATES, INC.
BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FL. 32256
(904) 281-1121

PAGE 3 OF 5

OR 1799 PG 283

ENGINEER'S PRELIMINARY COST ESTIMATE

DATE: 4/2/02	PROJECT NAME: Interstate 95 & County Road 210 Interchange	PROJECT NO.: 9805-924	CHECKED BY: V. Dunn
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PAVING

[illegible]

WILL, BORING, DUNN, AND ASSOCIATES, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FL 32256
(904) 281-1121

ENGINEER'S PRELIMINARY COST ESTIMATE

DRAINAGE

PAGE 5 OF 5

For Developer:

Tom Spence
Taylor Woodrow Communities
14910 Race Track Road
Tampa, FL 33626

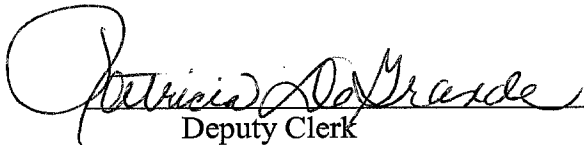
With copy to:

George M. McClure, Attorney at Law
Rogers, Towers, Bailey, Jones & Gay
P.O. Box 3504
St. Augustine, FL 32085-3504

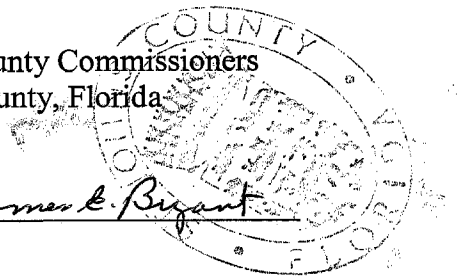
Passed and Duly Adopted by the Board of County Commissioners of St. Johns County, Florida, this 23rd day of July, 2002.

Attest: Cheryl Strickland, Clerk

Board of County Commissioners
St. Johns County, Florida

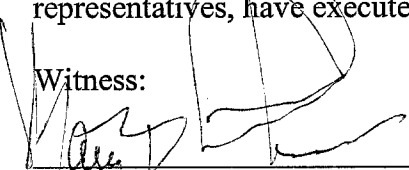

Deputy Clerk

By: 
Chairman



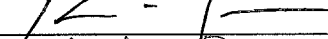
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:


Name: MARY B. SCHROEDER


Name: Danette LaFrance

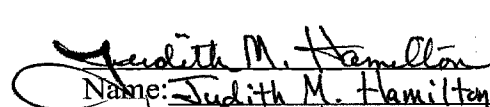
TW ACQUISITIONS, INC.

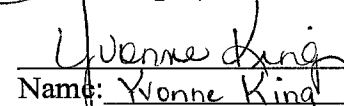
By: 
Name: Keith E. Bass
Its: Vice President

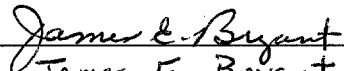
Date: 8/5/02

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY

Witness:


Name: Judith M. Hamilton


Name: Wonne King

By: 
Name: James E. Bryant
Its: Chairman

Date: 08-12-02

STATE OF FLORIDA
COUNTY OF MAJATEE

STA457226_7

The foregoing instrument is hereby acknowledged before me this 5th day of AUGUST, 2002, by KEITH E. BASS, the VIC. PRESIDENT of TW ACQUISITIONS, INC. He/she has produced _____ as identification and ~~(did)~~ take an oath.

Mary B. Schroeder
 NOTARY PUBLIC, State of Florida
 Name: _____
 MY COMMISSION # CC859940 EXPIRES August 16, 2003
 BONDED THRU WESTERN SURETY CO.

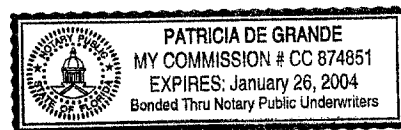
My Commission Expires: _____
 My Commission Number is: _____

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument is hereby acknowledged before me this 12th day of August, 2002, by JAMES G. Bryant, on behalf of the Board of County Commissioners of St. Johns County. He/she has produced _____ as ~~identification and (did)~~ take an oath.

Patricia De Grande
 NOTARY PUBLIC, State of Florida
 Name: Patricia De Grande

My Commission Expires: _____
 My Commission Number is: _____



2
2

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners

Growth Management Services
Planning Division

P.O. Drawer 349
Saint Augustine, FL
32095-0349



PHONE (904) 823-2480
FAX (904) 823-2498

April 20, 2006

Ms. Shana Pearson
DRMP
3611-14 St. Johns Bluff Rd South
Jacksonville, FL 32224

↓ Ret

Re: Small Adjustment to Planned Unit Development Ordinance No. 2002-56, as amended known as
The Taylor Woodrow/St. Johns Forest PUD (File # PUD 2001-06)

Dear Ms. Pearson:

The Planning Division has received your application dated April 11, 2006 (File Number SMADJ 2006-35) requesting a Small Adjustment to the St. Johns Forest PUD, as approved by Ordinance Number 2002-56, as amended. The purpose of the small adjustment is to remove 3 parking stalls and replace them with a screened mechanical location.

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions are met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to the St. Johns Forest PUD Ordinance Number 2002-56, as amended specifically allowing and limited to the following:

The Master Development Plan map (Community 1st Credit Union) shall be modified to show the removal of three parking spaces for the addition of a screened mechanical enclosure.

All other terms and provisions of the St. Johns Forest PUD, Ordinance 2002-56, as amended shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,

A handwritten signature in black ink that reads "Lindsay Haga". The signature is written in a cursive, flowing style.

Lindsay Haga, AICP
Chief Planner

cc: Rosemary Yeoman, Zoning Administrator

T:\CURRENT PLANNING\PUD Small Adjustment letters\SMADJ 2006-35 (Community 1st Credit Union at St. Johns Forest).doc

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

Growth Management Services
Planning Division

P.O. Drawer 349
Saint Augustine, FL
32095-0349



PHONE (904) 823-2480
FAX (904) 823-2498

November 7, 2005

Ms. Danielle Mayoros
DRMP, Inc.
3611-14 St. Johns Bluff Rd
Jacksonville, FL 32224

Re: Small Adjustment to Planned Unit Development Ordinance No. 2002-56, as amended known as
The Taylor Woodrow/St. Johns Forest PUD (File # PUD 2001-06)

Dear Ms. Mayoros:

The Planning Division has received your application dated October 6, 2005 (File Number SMADJ 2005-81) requesting a Small Adjustment to the St. Johns Forest PUD, as approved by Ordinance Number 2002-56, as amended. The purpose of the change is to revise the site plan of the Kwik Trip portion of the commercial parcel as shown on the attached Master Development Plan (MDP) to include:

- Decrease the rear yard setback from 15 ft to 14 ft
- Change the configuration of the vacuum area

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions is met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and

8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to the St. Johns Forest PUD Ordinance Number 2002-56, as amended specifically allowing and limited to the following:

The MDP for Kwik Trip shall be modified as shown on the attached MDP to include:

- **Decrease the rear building setback from 15' to 14'**
- **Reconfigure the vacuum service area**

All other terms and provisions of the St. Johns Forest PUD, Ordinance 2002-56, as amended shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County. Also, please indicate by notation on the revised Master Development Plan Maps that each MDP has been approved pursuant to SMADJ 2005-81, and include the revision date.

Sincerely,



Bruce Ford
Chief Planner

cc: Rosemary Yeoman, Zoning Administrator

T:\CURRENT PLANNING\PUD Small Adjustment letters\SMADJ 2005-41 (Primrose Daycare at St. Johns Forest).doc

2

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

Growth Management Services
Planning Division

P.O. Drawer 349
Saint Augustine, FL
32095-0349



PHONE (904) 823-2480
FAX (904) 823-2498

July 6, 2005

↓
Ms. Kim Romano
Interplan, LLC
Orlando, FL 32810

Re: Small Adjustment to Planned Unit Development Ordinance No. 2002-56, as amended known as
The Taylor Woodrow/St. Johns Forest PUD (File # PUD 2001-06)

Dear Ms. Romano:

The Planning Division has received your application dated June 1, 2005 (File Number SMADJ 2005-41) requesting a Small Adjustment to the St. Johns Forest PUD, as approved by Ordinance Number 2002-56, as amended. The purpose of the change is to revise the site plan of the Primrose Day Care as shown on the attached Master Development Plan (MDP) to include:

- Relocate the trash receptacle
- Add a storage shed
- Relocate the handicap spaces
- Add Landscaping
- Rotate the monument sign on St. Johns Forest Boulevard and eliminate the signs on Gateway Circle

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions are met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;

7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

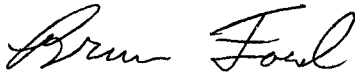
Accordingly, this letter serves as approval of the requested Small Adjustment to the St. Johns Forest PUD Ordinance Number 2002-56, as amended specifically allowing and limited to the following:

The MDP for Primrose Day Care shall be modified as shown on the attached MDP to include:

- Relocate the trash receptacle
- Add a storage shed
- Relocate the handicap spaces
- Add Landscaping
- Rotate the monument sign on St. Johns Forest Boulevard and eliminate the signs on Gateway Circle

All other terms and provisions of the St. Johns Forest PUD, Ordinance 2002-56, as amended shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County. Also, please indicate by notation on the revised Master Development Plan Maps that each MDP has been approved pursuant to SMADJ 2005-41, and include the revision date.

Sincerely,



Bruce Ford
Chief Planner

cc: Rosemary Yeoman, Zoning Administrator

2

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

Growth Management Services
Planning Division

P.O. Drawer 349
Saint Augustine, FL
32095-0349



PHONE (904) 823-2480
FAX (904) 823-2498

May 16, 2005

↓ Pet
Mr. Vincent J. Dunn, P.E.
Hill, Boring, Dunn & Associates, Inc.
7950 Belfort Parkway, Ste 1600
Jacksonville, FL 32256

Re: Small Adjustment to Planned Unit Development Ordinance Number 2002-56, as amended, known as St. Johns Forest (PUD File Number 2001-06)

Dear Mr. Dunn:

The Planning Division application dated April 27, 2005 (File Number SMADJ 2005-29) requests a Small Adjustment to the St. Johns Forest PUD, as approved by Ordinance 2002-56. The purpose of this request is to revise the MDP to reflect a revision in the North/South Road right of way reservation alignment per St. Johns County and a related minor layout revision to the westernmost area of the PUD. Page 8 of the text entitled "Vehicular Access" will also be revised to reflect this revision. After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions are met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to the St. Johns Forest PUD, approved by Ordinance No. 2002-56, as amended, specifically allowing and limited to the following:

The Master Development Plan map shall be modified to reflect a revision in the North/South Road right of way reservation alignment per St. Johns County and a related minor layout revision to the westernmost area of the PUD. Page 8 of the text entitled "Vehicular Access" will also be revised to reflect this revision.

All other terms and provisions of the St. Johns Forest PUD Ordinance 2002-56, as amended, shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. Also, please indicate by notation on the revised Master Development Plan Map that this MDP has been approved pursuant to SMADJ 2005-29, and include the revision date. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bruce Ford", is written over a horizontal line.

Bruce Ford, Chief Planner
cc: Rosemary Yeoman, Zoning Administrator

Requested Change to Approved Taylor Woodrow/St. Johns Forest PUD:

The second paragraph of the section of the MDP Text entitled Vehicular Access on page 8 of the approved PUD will be deleted in its entirety and the following language will be inserted in its place:

The area identified on the MDP Map as the "North/South Road right-of-way" has been or shall be conveyed for construction of future North/South Road to Durbin Crossing LLC, the Durbin Crossing Community Development District or dedicated to St. Johns County. The original approved PUD contained a 200-foot right-of-way reservation (the "Reservation") along the westerly boundary of the Project for construction of the future North/South Road. St. Johns County has agreed that only a portion of the Reservation is necessary for the construction of the future North/South Road. Accordingly, the MDP Map has been revised to depict only the portion of the Reservation that will be required. In addition the MDP map has been updated to depict minor layout revisions pursuant to the Reservation.

(2)

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

*Growth Management Services
Planning Division*

*P.O. Drawer 349
Saint Augustine, FL
32095-0349*



*PHONE (904) 823-2480
FAX (904) 823-2498*

June 6, 2005

Ret
Mr. William E. Tully III, P.E.
10625 Quail Ridge Drive
St. Augustine, FL 32095

Re: Small Adjustment to Planned Unit Development Ordinance No. 2002-56, as amended known as
The Taylor Woodrow/St. Johns Forest PUD (File # PUD 2001-06)

Dear Mr. Tully:

The Planning Division has received your application dated May 2, 2005 (File Number SMADJ 2005-30) requesting a Small Adjustment to the St. Johns Forest PUD, as approved by Ordinance Number 2002-56, as amended. The purpose of the change is to revise the site plan of the western portion of Parcel A (Peoples First Community Bank) to relocate and adjust the angle of the ADA sidewalk connection to C.R. 210.

After reviewing the submitted information, the Planning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning Division finds that each of the following conditions are met:

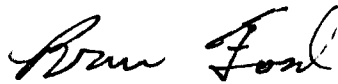
1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to the St. Johns Forest PUD Ordinance Number 2002-56, as amended specifically allowing and limited to the following:

The Master Development Plan map (Commercial Parcel A – Peoples First Community Bank) shall be modified to relocate and adjust the angle of the ADA sidewalk connection to C.R. 210.

All other terms and provisions of the St. Johns Forest PUD, Ordinance 2002-56, as amended shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County. Also, please indicate by notation on the revised Master Development Plan Maps that each MDP has been approved pursuant to SMADJ 2005-30, and include the revision date.

Sincerely,



Bruce Ford
Chief Planner

cc: Rosemary Yeoman, Zoning Administrator

T:\CURRENT PLANNING\PUD Small Adjustment letters\SMADJ 2005-30 (Peoples First Community Bank at St. Johns Forest).doc

66
1344
ORDINANCE NUMBER: 2002 - 56

AN ORDINANCE OF THE COUNTY OF ST. JOHNS COUNTY, STATE OF FLORIDA, RESCINDING ORDINANCE 2002-42, REZONING LANDS AS DESCRIBED HEREINAFTER FROM OPEN RURAL (OR) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FINDINGS OF FACT; PROVIDING A SAVINGS CLAUSE; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. That St. Johns County Ordinance 2002-47 hereby be rescinded for reasons that the public notice for its approval was not complete at the time of this ordinance.

SECTION 2. That, as requested by Susan Bloodworth., on behalf of Taylor Woodrow Communities, the title owner of record in the application (File number PUD 2001-06) with supporting documents for the zoning change dated August 17, 2001, hereinafter, known as the TAYLOR WOODROW/ST.JOHNS FOREST (PUD) application, the zoning classification of lands described on attached Exhibit A is hereby changed from Open Rural (OR) to Planned Unit Development (PUD).

SECTION 3. That development of the lands within this Planned Unit Development shall proceed in accordance with the PUD application, dated August 17, 2001, and other supporting documents, which are a part of File Number PUD-2001-06, and incorporated by reference into and made part hereof this Ordinance. In the case of conflict between the application, the supporting documents, and the below described special provisions of this Ordinance, the below described provisions shall prevail.

SECTION 4. Findings of Fact: that the need and justification for approval of the TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT has been considered in accordance with the St. Johns County Comprehensive Plan and the St. Johns County Land Development Code and, whereby, it is found that:

1. The TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT rezoning has been fully considered after public hearing with legal notice duly published as required by law.
2. The TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT is consistent with the St. Johns County Comprehensive Plan, specifically, Goal A.1 of the Land Use Element related to effectively managed growth and the provision of diverse living opportunities.
3. The TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT meets the standards and criteria of Part 5.03.02 of the Land Development Code with respect to (B) location, (C) minimum size, (D) compatibility, and (E) adequacy of facilities.

Shirley - Y. King
BCC Secty
Ordinance Book 29 Page 471

4. The TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT meets all requirements of applicable general zoning, subdivision and other regulations except as may be approved pursuant to Subsection 5.03.02(G)1.t and Subsection 5.03.02(F) of the Land Development Code.
5. The TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT Master Development Plan Text and Map for this project meet all requirements of Section 5.03.02(G) of the Land Development Code.
6. The TAYLOR WOODROW/ST. JOHNS FOREST PLANNED UNIT DEVELOPMENT meets all applicable Specific Standards of Section 5.03.03 of the St. Johns County Land Development Code.

SECTION 4. To the extent they do not conflict with the unique specific provisions of this PUD Ordinance, all provisions of the Land Development Code as such may be amended from time to time shall be applicable to this development; except (a) that modification to this PUD by variance or special use shall be prohibited; and except (b) to the degree that the development may qualify for vested rights in accordance with applicable ordinances and laws. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency provision, building code, Comprehensive Plan or any non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

SECTION 5. This Ordinance shall take effect immediately upon receipt of the Ordinance by the Secretary of State.

SECTION 6. This Ordinance shall be recorded in a book of land use regulation ordinances kept and maintained by the by the Clerk of the Court of St. Johns County in accordance with Section 125.68, Florida Statutes.

SECTION 7. Upon the effective date of this Ordinance, the zoning classification shall be recorded on the Zoning Atlas maintained in the Zoning Division of the St. Johns County Growth Management Services Department by the Director of Growth Management Services, or his designee.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS 8th DAY OF October 2002.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: James E. Bryant
James E. Bryant, Chairman

RENDITION DATE 10-14-02

ATTEST: CHERYL STRICKLAND, CLERK

BY: Yvonne King
Deputy Clerk

EFFECTIVE DATE: October 16, 2002

Ordinance Book 29 Page 472

MAP SHOWING SKETCH OF

OR1848PG

3

A parcel of land being a portion of Sections 7, 17 and 18, all in Township 5 South, Range 28 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a point of reference COMMENCE at a Rayonier concrete monument found at the Section corner common to Sections 7, 8, 17 and 18, all in Township 5 South, Range 28 East; thence South 88°36'21" West, along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 7 (also being the North line of the Northeast 1/4 of said Section 18), a distance of 200.08 feet to a point on the Southwesterly right of way line of Russell Sampson Road (a public road right of way maintained by the St. Johns County, Florida Road Department that has no recorded right of way) and the POINT OF BEGINNING of the herein described parcel; thence South 42°35'57" East, along the aforesaid Southwesterly right of way line of Russell Sampson Road, a distance of 445.81 feet to the monumented boundary of that Special Warranty Deed from Rayland Company, Inc. to Barry B. and Elaine K. Ansbacher, as recorded in Official Records Book 1080, Page 539 of the Public Records of said St. Johns County, Florida (see survey by Ellis, Curtis & Kooker, dated October 23, 1994); thence along the monumented boundary lines of last said instrument, the following three (3) courses and distances: COURSE NO. 1: South 29°55'48" West, a distance of 967.60 feet; COURSE NO. 2: South 60°04'12" East, a distance of 700.00 feet to a found Ellis, Curtis & Kooker concrete monument; COURSE NO. 3: North 29°55'48" East, a distance of 880.77 feet to a found Ellis, Curtis & Kooker concrete monument, said point being on the aforesaid Southwesterly right of way line of Russell Sampson Road; thence South 58°55'51" East, along last said line, a distance of 667.57 feet to a found concrete monument, monumenting the boundary line of that Special Warranty Deed from Rayland Company, Inc. to Henry E. and Della T. King, as recorded in Official Records Book 1007, Page 1331 (see survey by Loren H. Jones dated July 30, 1993); thence along the monumented boundary lines of last said instrument, the following five (5) courses and distances: COURSE NO. 1: South 31°19'53" West, a distance of 369.88 feet; COURSE NO. 2: South 58°40'07" East, a distance of 357.57 feet; COURSE NO. 3: North 31°19'53" East, a distance of 107.30 feet; COURSE NO. 4: North 25°00'06" East, a distance of 147.31 feet; COURSE NO. 5: North 43°50'36" East, a distance of 119.00 feet to a point on the Southwesterly right of way of Russell Sampson Road, said right of way lying 100.00 feet, when measured at right angles to, the Northeastly right of way line of Russell Sampson Road as shown on the plot of MEEHAN ESTATES, as recorded in Map Book 20, Pages 34 and 35 of the Public Records of said County; thence along the Southwesterly right of way line of said Russell Sampson Road (said right of way lying 100.00 feet Southwesterly of, when measured at right angles to, the right of way line as shown on the MEEHAN ESTATES) the following five (5) courses and distances: COURSE NO. 1: South 58°40'07" East, a distance of 146.28 feet to the point of curvature of a curve leading Southerly; COURSE NO. 2: thence Southerly along and around the arc of a curve, concave Northeastly, having a radius of 4,439.30 feet, through a central angle of 03°52'00" to the left, an arc distance of 299.60 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 60°36'08" East, 299.54 feet; COURSE NO. 3: South 62°32'07" East, along last said tangency, a distance of 73.19 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 4: thence Southeasterly along and around the arc of a curve, concave Southwesterly, having a radius of 1,281.08 feet, through a central angle of 11°28'24" to the right, an arc distance of 256.53 feet to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 56°47'55" East, 256.10 feet; COURSE NO. 5: South 51°03'43" East, a distance of 395.90 feet to the monumented boundary line of that Quit Claim Deed from Rayonier Timberlands Operating Company, LP to James D. Etherton, as recorded in Official Records Book 1026, Page 178 of said Public Records (see survey by Clary & Associates, Inc., File No. T55-147); thence along the monumented boundary lines of last said instrument the following three (3) courses and distances: COURSE NO. 1: South 38°31'32" West, a distance of 511.37 feet to a found 1/2 inch iron pipe with Clary cap; COURSE NO. 2: South 55°01'57" East, a distance of 507.82 feet to a found 1/2 inch iron pipe with a Clary cap; COURSE NO. 3: South 88°47'37" East, along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 17, a distance of 69.93 feet to a found 4 inch by 4 inch concrete monument with a Fisher disc, said point being on the East line of the Northwest 1/4 of said Section 17; thence South 00°25'07" East along last said line and then along the East line of the Southwest 1/4 of said Section 17, a distance of 1,404.19 feet to a found lighter post which is the locally recognized and accepted corner; run thence South 89°05'49" East, along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 17, a distance of 1,315.84 feet to a found Rayonier concrete monument; thence South 02°24'43" West, a distance of 107.82 feet to a found concrete monument, said point being on the Northwesterly right of way line of County Road No. C-210 (formerly State Road No. S-210, a 100 foot public road right of way as per State of Florida Right of Way Map Section No. 7851-250, dated February 14, 1951 and as per the City of Jacksonville Specific Purpose Survey); thence along the Northwesterly right of way line of County Road No. C-210, the following three (3) courses and distances: COURSE NO. 1: Southerly along and around the arc of a curve being concave 2,814.93 feet, through a central angle of 01°19'16" to the left, an arc distance of 64.90 feet to a point of tangency of said curve, last said arc being subtended by a chord bearing and distance of South 57°08'48" West, 64.90 feet; COURSE NO. 2: South 57°48'26" West, along last said tangency, a distance of 1,460.25 feet to the point of curvature of a curve leading Southwesterly; COURSE NO. 3: Southwesterly along and around the arc of a curve, having a radius of 2,242.01 feet, through a central angle of 05°11'05" to the right, an arc distance of 202.88 feet to a point on the Easterly line of that future development known as The Vinings (see survey by Privett & Associates of Florida, Inc., drawing B-96-029, dated August 7, 1996), last said arc being subtended by a chord bearing and distance of South 60°23'59" West, 202.81 feet; thence along said monumented boundaries of last said line, the following three (3) courses and distances: COURSE NO. 1: North 16°15'11" West, 983.37 feet to a found 1/2 inch iron pipe (Privett & Associates); COURSE NO. 2: North 61°48'05" West, a distance of 1,030.39 feet to a found 1/2 inch iron pipe (Privett & Associates); COURSE NO. 3: South 89°22'06" West, a distance of 1,320.44 feet to a found 1/2 inch iron pipe (Privett & Associates), said point being on the West line of the Southwest 1/4 of Section 17, as monumented; thence North 00°36'40" West, along last said line, a distance of 943.22 feet to the Northwest corner of the Southwest 1/4 of Section 17, (also being the Northeast corner of the Southeast 1/4 of said Section 18); thence South 89°40'32" West, along the South line of the Northwest 1/4 of Section 18, and then along the South line of the Northwest 1/4 of Section 18, a distance of 4,268.43 feet; thence North 09°40'12" West, a distance of 1,502.28 feet to a point; thence North 02°35'07" West, a distance of 1209.72 feet; thence South 89°35'37" East, a distance of 1701.70 feet to a point on the South line of the Southwest 1/4 of said Section 7; thence North 88°42'09" East, along last said line, and then along the South line of the Southeast 1/4 of said Section 7, a distance of 2642.19 feet to the POINT OF BEGINNING.

Containing 435.65 acres, more or less, in area.

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EXHIBIT "B"

BOOK

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St. Johns County Growth Management Services Department
Planning Division

P.O. Drawer 349, 4020 Lewis Speedway
St. Augustine, Florida 32095

Phone: 904 823-2480 Fax: 904 823-2498 E-mail: plandept@co.st-johns.fl.us

AMENDED APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

Date _____ PUD File Number _____ Receipt Number _____

1. Project Name Taylor Woodrow Communities
2. Applicant's Name, Address, and Phone No. Taylor Woodrow Communities, 1704 Alaquia Lakes Blvd., Longwood, Florida, 32779; 407-444-6350
3. Owner's Name, Address, and Phone No. Ravland, LLC, 1177 Summer Street, Stamford, CT, 06905; 203-348-7000
4. Property Location North of County Road 210 and Southwest of Sampson Road
5. Legal Description See attached Exhibit "A"
6. Present Use of Property Vacant
7. Parcel ID Number 023630-0000, 026340-0000 and 026350-0000
8. Current Zoning Open Rural
9. 2015 FLUM designation C & Md
10. Section 17 and 18
11. Township 5S
12. Range 28 East
13. Requested Change Rezone to PUD

14. Is Concurrency review required? Yes 15. Zoning Map Page # 3C/7X 16. Size of Property Approximately 452 acres

17. Utility Provider Jacksonville Electric Authority (JEA)

18. Provide all of the following:

- a. List of adjacent property owners within 300 feet of the parcel to be rezoned showing name, address and brief legal description from current tax rolls. Address two legal size envelopes to each property owner on the list. Do not include a return address. Each envelope must contain proper postage. The order of the envelopes must match the order in which the names appear on the list.
- b. Proof of ownership (deed or certificate by lawyer or abstract company or title company that verifies record owner as above). If the applicant is not the owner, a letter of authorization from the owner(s) for applicant to represent the owner for all purposes related to this application must be provided.
- c. Legal description (attach as Exhibit A)
- d. Master Development Plan Map (attach as Exhibit C and provide as specified in attached guidelines) and Text (attach as Exhibit D) as required by Section 5.03.02.G of the Land Development Code.
- e. Eighteen (18) copies of the complete application.
- f. Application Fee. (A pre-application review fee may also be required.)

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

Signature of owner(s) or authorized person if owner's authorization form is attached:

Printed or typed name(s): Susan S. Bloodworth, Esquire

Signature(s): _____

ADDRESS AND CONTACT INFORMATION OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS APPLICATION Name: Susan S. Bloodworth, Esquire and Rogers, Towers, Bailey, Jones & Gay

Mailing Address: 170 Malaga Street, Suite A, St. Augustine, FL 32084

Phone: 904-824-0879

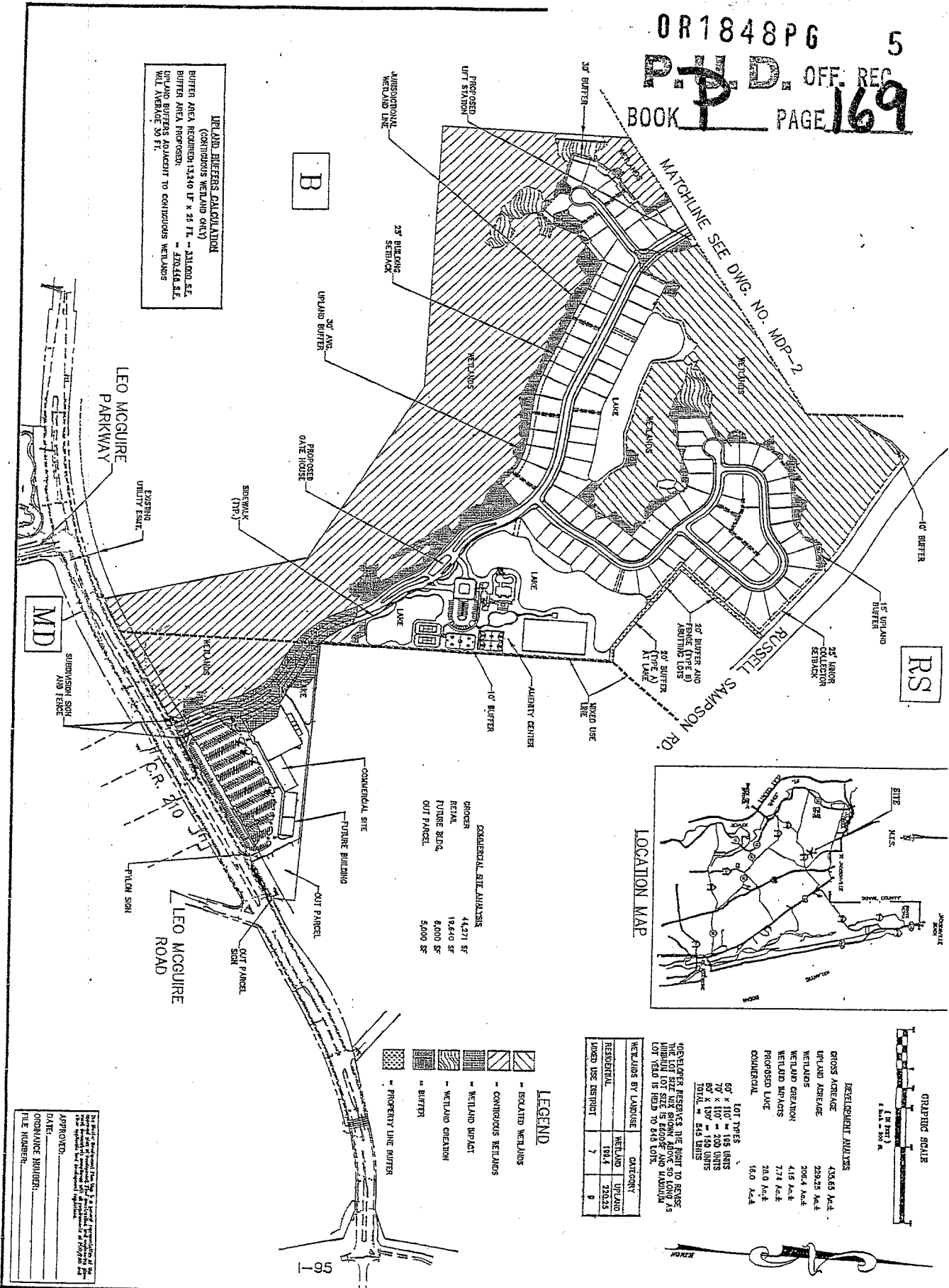
FAX: 904-825-4070

E-mail: sbloodworth@rtlav.com

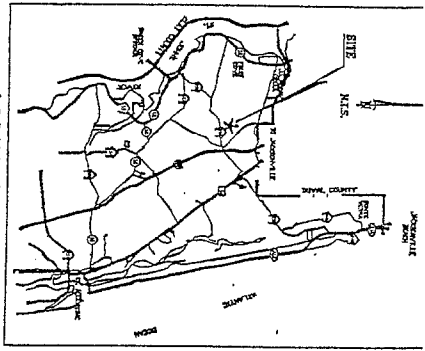
Updated: 2/28/01

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UPLAND BUFFERS CALCULATION
(CONTIGUOUS WETLAND ONLY)
BUFFER AREA REQUIRED 13,440 LF x 25 FT. = 336,000 SF.
BUFFER AREA PROPOSED: = 370,440 SF.
UPLAND BUFFERS ADJACENT TO CONTIGUOUS WETLANDS
WILL AVERAGE 35 FT.



COMMERCIAL SITE ANALYSIS

GROSS	44,271 SF
RETAIL	18,640 SF
FUTURE BLDG.	8,000 SF
OUT PARCEL	5,000 SF

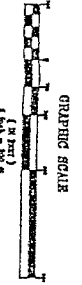
WETLANDS BY LANDUSE	WETLAND	UPLAND
RESIDENTIAL	184.4	220.25
LAND USE DISTRICT	7	9

DEVELOPMENT ANALYSIS

GROSS ACREAGE	415.65 Ac.
UPLAND ACREAGE	229.25 Ac.
WETLANDS	206.4 Ac.
WETLAND CREATION	416 Ac.
WETLAND IMPROVEMENT	7.74 Ac.
PROPOSED LAND	28.0 Ac.
COMMERCIAL	16.0 Ac.

LOT SIZE:
60' x 110' = 6600 SF
70' x 110' = 7700 SF
80' x 120' = 9600 SF
TOTAL = 245 UNITS

DESIGNER'S NOTE: THE AREA TO BE DEVELOPED IS A LOT 100' WIDE AND 110' DEEP. THE LOT SIZE IS 11,000 SF. THE LOT YIELD IS 100 UNITS PER ACRE.



- LEGEND
- ISOLATED WETLANDS
 - CONTIGUOUS WETLANDS
 - WETLAND IMPACT
 - WETLAND CREATION
 - WETLANDS BY LANDUSE
 - PROPERTY LINE BUFFER

APPROVED: _____
DATE: _____
ORDINANCE NUMBER: _____
FILE NUMBER: _____

ST. JOHNS FOREST
DEVELOPER
TAYLOR WOODROW COMMUNITIES
ST. JOHNS COUNTY, FLORIDA
MASTER DEVELOPMENT PLAN

Hill, Boring,
Dunn &
Associates, Inc.
CIVIL ENGINEERS / LAND PLANNERS
2850 BELFORT PARKWAY, SUITE 1000
JACKSONVILLE, FLORIDA 32226
904-721-1121

DESIGNED BY: PLS/ANC
DRAWN BY: SS/TH
CHECKED BY: V. DUNN
SCALE: 1" = 200'
DATE: FEBRUARY 2002
PROJECT NO.: 9805-924

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	1/28/02	REVISED DRAINAGE	SS/TH
2	1/28/02	ADJUSTED WETLAND BUFFERS	SS/TH
3	1/28/02	ADJUSTED WETLAND BUFFERS	SS/TH
4	1/28/02	REV. DRAINAGE AND LAND USE	SS/TH
5	1/28/02	REV. DRAINAGE AND LAND USE	SS/TH
6	1/28/02	REVISED DRAINAGE	SS/TH

NOT RELEASED FOR CONSTRUCTION

Exhibit "D" P.U.D. OFF. REC. RECEIVED
BOOK P PAGE 171 JUL 26 2002

MASTER DEVELOPMENT PLAN TEXT

ST. JOHNS COUNTY
PLANNING DEPARTMENT

a. *"A Description related to the design, character and architectural style or theme of the Project, which demonstrates an innovative, unified, cohesive and compatible plan of development for all Uses included in the Project. Mixed Use PUDs that contain different Uses or several Development Parcels must also demonstrate consistency in design and character and plan of development.*

St. Johns Forest PUD is designed as a residential single-family and commercial Planned Unit Development to be developed on approximately 435.65 acres of land located north of CR 210, west of Russell Sampson Road, in northwest St. Johns County. The PUD shall include not more than five hundred forty-five (545) single-family dwelling units and associated recreational amenities and other common areas and 75,000 square feet of commercial space. It is anticipated that the design, character and architectural style of the development will result in a unified, cohesive and compatible plan of development in that it will:

- Permit a creative approach to the development of the land and accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of the Land Development Code, by adding lakes and recreational areas, while preserving almost all of the 206.4 acres of wetlands present on the site.
- Provide for an efficient use of the land, resulting in smaller networks of utilities and streets.

July 22, 2002

SUBMITTED BY ROGERS, TOWERS, BAILEY, JONES & GAY, P.A.

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- Enhance the appearance of neighborhoods through preservation of natural features, the provision of open space in excess of existing zoning and subdivision requirements.

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- Provide an environment of stable character compatible with surrounding residential areas due to the covenants and restrictions which will be in place upon recording of the plat. A Homeowner's Association or Community Development District will be formed to manage the subdivision and will own, manage and maintain common areas including (lakes, landscaped areas, etc.).

b. *"The total number of acres included within the Project as requested in the application."*

Approximately 435.65 acres.

c. *"The total number of Wetland acres included within the Project as requested in the application."*

Approximately 206.4 Acres

d. *"The total amount of Development area, including the total number of developable acres (including filled Wetlands) for each proposed land Use and the total number of Wetland acres to be preserved for each land Use. Each developable Parcel shall be limited to one Use Classification, as provided in Article II of this Code."*

The residential area proposed for development is comprised of approximately 419.65 acres of which approximately 199.4 acres are wetlands and approximately 220.25 acres are uplands. The commercial tract is comprised of approximately 16 acres, of which approximately 7 acres are wetlands and 9 acres are uplands. The total acres of wetlands to be impacted in the residential area is approximately 5.19 acres; however, approximately 4.15 acres of wetland creation will occur in

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the residential area, resulting in the preservation of approximately 198.6 acres of wetlands in the residential area. The total acres of wetlands to be impacted in the commercial area is approximately 2.55 acres, leaving a total of approximately 4.5 acres of wetlands preserved on the commercial tract.

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e. *"The total number of residential Dwelling Units and density of the Project, the projected population, and projected population of elementary and high school age children that may reside within the Project."*

There will be no more than 545 residential Dwelling Units. The gross density (excluding the Commercial site) is 1.3 dwelling units per acre and the net density is 2.5 dwelling units per acre. The projected population is 1,330 residents and the projected population of elementary and high school age children that may reside within the PUD is 213 students. Model homes may be constructed before platting as authorized by current LDCs and used for sales purposes after platting. Construction trailers and sales offices shall be allowed to be placed on site and moved throughout the site as necessary. Parking shall be provided for the trailer(s) in a temporary defined, but unpaved lot within the driveway apron which meets County Code requirements.

f. *"The total square footage and intensity of non-residential Development."*

Commercial development within the PUD is in the Mixed Use District as established by the 2015 St. Johns County Comprehensive Plan Future Land Use Map. Such development shall be limited in intensity to commercial development up to seventy-five thousand (75,000) gross square feet. Impervious surfaces will not exceed 75% of the total site zoned commercial including wetlands and the Floor Area Ratio is limited to 70%. Construction trailers and sales offices shall be allowed to be placed on site and moved throughout the site as necessary. Parking shall be provided for the trailer(s) in a temporarily defined, but unpaved lot within the driveway apron which meets

County Code requirements. Construction trailers in the Commercial areas shall be removed prior to issuance of a certificate of occupancy for that stage of development.

Intensity is limited to those identified as:

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- **Neighborhood Business and Commercial (Part 2.02.01(D)),** including, commercial indoor recreation, archery facilities, entertainment, retail, hospitality, and general business, such as retail goods stores; financial institutions without drive-through facilities; funeral homes and mortuaries; neighborhood convenience stores without gas pumps; grocery stores; specialty food stores; billiards and pool parlors, spas, gyms, and health clubs; commercial, vocational, business or trade schools; churches; Bed and Breakfast establishments and guest lodges limited to no more than ten (10) rooms; service businesses such as blueprint, printing, catering, travel agencies, mail and package services and laundries; personal services such as beauty shops, barbers, or photography studios; adult care centers, child care centers, Nursing Homes; psychics; sit down restaurants without drive-through facilities; medical and professional offices, and governmental branch offices, schools for the performing or fine arts and for martial arts;

- **General Business and Commercial Uses (Part 2.02.01 (E)),** including commercial recreation, archery facilities, entertainment, retail, hospitality, and general business, such as retail goods stores; financial institutions with or without drive-through facilities; funeral homes and mortuaries; crematoriums; indoor farm and garden supply centers; neighborhood convenience stores with or without gas pumps; grocery stores, specialty food stores, and supermarkets; bowling alleys, billiards and pool parlors, spas, gyms, and health clubs; community hospitals; commercial, vocational, business or trade schools; Bed and Breakfast establishments and guest lodges; personal property mini-warehouses; service businesses such as blueprint, printing, catering, travel agencies, mail and package services, small appliance repair shops, upholstery, and laundries; personal

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services such as beauty shops, barbers, employment services, bail bond agencies, photography studios, psychics, adult care centers, child care centers, Nursing Homes; psychiatric care and treatment facilities with or without housing, alcohol rehabilitation centers with or without housing, restaurants with or without drive-through facilities; general offices, professional offices, and government offices; golf driving ranges; schools for the performing or fine arts and for martial arts; movie theaters with three (3) or less screens.

Additional uses shall include sales and service of alcoholic beverages, including both greater than and less than fourteen percent (14%) by weight for both on-premise and off-premise consumption, package store, tanning and nail shops, other drive-through facilities and outdoor seating.

g. *"The residential and non-residential Structure setbacks, as measured from the property line, the minimum size of residential Lots, the number of parking spaces for residential and non-residential Uses, the use of Signs and signage to serve the Project and the maximum height of all Structures."*

Residential:

Setbacks: All residential structures shall be set back twenty (20) feet from the property line, and lot frontage shall comply with Section 6.01.03 of the LDC. All corner lots shall comply with Section 6.01.01 of the LDC. Each lot shall have a minimum rear yard of ten feet (10') and a minimum side yard of five (5) feet from edge of exterior building structure to property line. Exterior air conditioning units and related heating/cooling units may be located adjacent to or at the rear of the structures served, no less than five feet (5') from the lot line. No air conditioning/heating/air handling units shall be located in storm drainage easements. Any pool, screened enclosure, or deck constructed within any lot shall be set back a minimum of five feet (5')

from the lot boundary. Any accessory structure attached to the residence will be subject to the same setbacks as the residence.

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Lot size: All residential development within the PUD will be single-family residential. The minimum single family detached lot size will be 6,600 square feet. The lot dimensions reflected on the Master Development Plan ("MDP") Map are demonstrative only, for purposes of calculating total units to be developed. The final configuration of each lot may differ due to actual development constraints, i.e. cul-de-sacs, etc. The general location and configuration of residential lots are indicated on the MDP Map; however, the exact distribution of the total lots may vary depending upon market demands; however, the total number of lots will not exceed five hundred forty-five (545).

Parking: Each detached single family unit shall provide at least a two (2) car garage in addition to a minimum 20-foot driveway apron which will be located entirely within the front yard and not encroach into the right of way, private road easement or roadway.

Signage: The residential part of the Development may be identified by (i) either one double-faced or two single-faced entrance signs to be located at each PUD entrance. Such signs may be lighted (with lighting directed away from traffic) and shall meet all requirements of the St. Johns County LDCs, shall be a maximum of fifteen feet (15') tall, with a message area no greater than thirty-two (32) square feet in size. In addition, the development shall have no more than ten (10) individual village signs, not to exceed fifteen (15) to eighteen (18) square feet in size. Directional, identity and information signs for the recreational and other amenities and speed limit signs will be provided throughout the development, providing that none of these signs exceed six (6) square feet in size, including advertising and/or for sale signs. All village signs shall be of uniform design.

Height: Structures shall not exceed thirty-five feet (35') in height.

Non-Residential:

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Setbacks: Building setbacks from external site boundary lines shall be not less than fifteen feet (15'). Setbacks shall be measured from vertical walls of the structure and shall be as indicated on the MDP Map. Parking will be as generally depicted on the MDP Map. The size and number of spaces for the site will be not less than those required in the St. Johns County Land Development Code (LDC). Notwithstanding the foregoing, portions of the commercial site may be sold as individual parcels, provided each parcel has common property frontage for access/ingress/egress. Such individual parcels may share parking with other facilities, with shared parking agreements. Off-site parking, which shall be located within the bounds of the commercial area of the PUD, will be an allowable use for out-parcels. In addition, no required setbacks shall be necessary for separation from lot lines on such individual parcels, except that there shall be a minimum ten (10) foot separation between buildings, unless such buildings are constructed to provide adequate firewalls for common wall construction. Applicant has included a variance request from the requirements of Section 5.03.03.B.2 in Section "t" below.

Signage: Signage for the Commercial Site shall be as generally depicted on the MDP Map and shall meet all LDC requirements in effect at the time of the adoption of the PUD. The foregoing notwithstanding, (1) any owner or tenant of individual parcels, in addition to that allowed pursuant to LDC Section 7.02.01, may also place a sign on the pylon serving the overall commercial site and (2) Any single use in excess of 40,000 square feet shall not be limited in number, but shall be allowed to have a maximum square footage per sign of 250 square feet, as long as its total signage does not exceed 1.5 square feet per linear footage of Building frontage.

Height: Structures shall not exceed thirty-five (35) feet in height.

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h. *"The type and location of infrastructure needed to serve the Project, including at a minimum, drainage facilities, vehicle and pedestrian access to the Project, internal vehicle and pedestrian access within the Project, interconnectivity access points to adjacent properties, park, open space and recreation facilities, types of active recreation that will be provided, the provision of water and sewer, fire protection, and solid waste collection. Additional infrastructure requirements may be addressed based upon the character or location of the Project."*

The infrastructure needed to serve the PUD consists of roads, drainage facilities, water and sewer, fire protection and solid waste collection.

Vehicular Access: One entrance/exit roadway to the residential area shall be constructed along County Road 210 in the approximate location as shown on the MDP Map. The spine road entrance to the residential area contemplates the Applicant's construction of a median and curb cut on CR 210 at the entrance point. Three additional accesses, two (2) with automatic security gates have been proposed as shown on the MDP Map. The additional access to the west will connect to the North/South corridor at such time as the County directs the Applicant to connect. The gated access to the east will connect to Russell Sampson Road and will have a sixty-foot queuing capability. Use of this gated access will be restricted to residents (using a wireless control device) and emergency vehicles only. Applicant shall install signage at the entrance to the Russell Sampson Road connection to alert drivers that access is restricted to St. Johns Forest residents only. The third proposed access extends northerly from the PUD. An entrance to commercial area shall be constructed along County Road 210 in the approximate location as shown on the MDP Map, with two (2) internal accesses to the commercial area from the spine road. With the exception of Russell Sampson Road, the improvements to which are addressed in the waiver

section below, all roadways shall be installed in accordance with all St. Johns County Development Services regulations and permits and will comply with the LDCs.

The area 200 feet east of the east line of the north/south powerline easement recorded in OR Book 1241, page 312, public records of St. Johns County, Florida ("the Reservation Area") has been indicated on the PUD Master Development Plan as potential future right-of-way. No construction plans showing development within these areas shall be approved by St. Johns County prior to the completion of the north/south corridor to allow for acquisition of the necessary right-of-way through purchase or other means allowed by law. Nothing in this PUD text shall be interpreted to prohibit installation of utility lines, drainage improvements (not to include retention ponds) within the Reservation Area subject to review and approval in accordance with the St. Johns County Land Development Code. Upon request of the County, such right-of-way land shall be conveyed by the Applicant to St. Johns County.

Internal Access: Internal access to all single family dwellings and the amenities shall be provided by either public rights of way, or private rights of way maintained by the Homeowner's Association. All internal roadways shall be constructed in accordance with the LDCs as approved by including combination curb and gutter. The commercial area will have its own connections to the internal spine road.

Russell Sampson Road: To provide additional buffering and to allow for the expansion of Russell Sampson Road, Applicant shall, within fifteen (15) days of the final approval of the Development Agreement and final order approving the St. Johns Forest PUD, and expiration of any applicable appeal periods, donate the property it owns between the PUD's boundary line and Russell Sampson Road, approximately .87 acres to St. Johns County as and for additional Right of Way for Russell Sampson Road. A graphic depiction of the location of the .87 acres is attached

here as Exhibit "K." Applicant shall set back the rear boundary line of all lots which are adjacent to Russell Sampson Road a minimum of twenty-five feet (25') from the Right of Way of Russell Sampson Road. Additionally, pursuant to a Development and Impact Fee Agreement with St. Johns County of even date of passage of the PUD Ordinance (the Agreement"), Applicant is donating \$250,000.00, as well as prepaying approximately \$163,000.00 in Road Impact Fees estimated to be remaining from that portion of the PUD which is incurred after paying the reasonable costs of the CR210 improvements, all for St. Johns County's use in future improvements to be constructed by St. Johns County on Russell Sampson Road.

Pedestrian access: Applicant will construct sidewalks on the interior roads adjacent to common areas, and will provide for the construction of sidewalks adjacent to developable lots until those improvements are undertaken. The topography and vegetation on the lots may make an orientation other than strictly parallel to the interior road more desirable and building sidewalks in conjunction with the road will create the requirement to remove and replace the sidewalk once the desired orientation of the sidewalk is determined. Pursuant to LDC Section 6.02.06.B.2, Applicant will secure and provide a bond to the County for the costs of such sidewalk improvements to ensure their ultimate completion. Bicycle parking shall be provided within both the recreational amenity and the commercial site.

Recreation: The developer will construct a recreation and amenity complex within the PUD as shown on the MDP Map. Construction of the recreation complex will be completed within eighteen (18) months of the recording of the first plat. The complex will include, at a minimum, the following amenities: tennis courts, swimming pool, multipurpose/playfield, basketball court, and outdoor playground and may include other amenities as deemed appropriate by the developer. Pursuant to LDC Section 5.03.03.02.D.2, the design population of 1,330 yields a

required Active Recreation Area of 6.65 acres (5 acres per 1,000 pro-rated at 1 acre for each 200 persons = $1330/200 = 6.65$ acres.) Section 5.03.03.D.2 further provides that sixty percent (60%), or as applied to this application, 3.99 acres, of the Active Recreation Area must be community park. Acreage set aside for recreational use will, at minimum, comply with or exceed that requirement and will consist of the above-described recreational amenities. All off-street parking required for the recreation areas and associated uses shall comply with Article 6 of the LDCs.

Drainage: Stormwater will be treated on site within the detention areas. All drainage structures and facilities will be designed and constructed in compliance with the LDCs and the applicable rules of the St. Johns River Water Management District, with revisions and/or with the approval of the St. Johns County Development Services Department. All necessary permits and construction plans will be acquired and approved prior to the commencement of any construction. The Stormwater Management System will be maintained by the property owners association, community development district, or other appropriate governing authority.

Upon the completion of the design, permitting and construction approvals, Applicant will engage an Engineer to examine Parcel Number 026413-0000, a residential property immediately adjacent to the south PUD boundary, and certify to the property owner that the PUD will result in no increase in the flow of water to or from Parcel Number 026413-0000. Developer shall provide a copy of such certification to the County. Prior to the platting of the portion of the Property connecting to Russell Sampson Road, Applicant will also provide a water line stub-out of sufficient capacity to serve up to forty (40) residential units for the benefit of owners currently located along Russell Sampson Road.

Applicant has agreed to reasonably cooperate with St. Johns County on the design of stormwater treatment of Russell Sampson Road to allow for possible use of the PUD's stormwater

system. St. Johns County, and not the Applicant, will be responsible for any additional costs to modify the PUD's stormwater systems to allow for the use of the PUD's ponds or systems to address the requirements of stormwater treatment for Russell Sampson Road.

Utilities: All electrical, telephone and cable lines will be installed underground on the site. Electricity will be provided by JEA. Streetlights will be placed along either side of the interior streets.

Solid waste: The proposed PUD is estimated to generate 11,705 pounds per day solid waste disposal at build out. Solid waste for the Residential areas will be handled by the licensed franchisee in the area, with individual curbside pick-up. For the Commercial area, solid waste will be handled by the licensed franchisee in the area. All Commercial solid waste and recycling areas shall be fully screened from view. Solid waste and recycling areas may be combined in these areas sufficient to accommodate both in the same location. The location number and size of the solid waste and recycling areas may be moved to accommodate the actual need for such facilities subject to review and approval by the St. Johns County Development Services Department.

Fire Protection: Fire Protection will be provided in accordance with the LDC.

i. *"The amount of water and sewer use, based upon the projected population, and the Public Utility Providers, if applicable."*

Water and sewer demand is not expected to exceed 198,250 gallons per day for Residential uses and Commercial uses. Public water and sewer service to the development will be provided by JEA. Ample capacity exists in the franchised utility system.

j. *"The type of underlying soils and its suitability for Development of the proposed Project."*

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The soil survey of St. Johns County, Florida, identifies two (2) types of soils in the upland (developable) portions of the site: twelve (12) Ona fine sand and thirty-four (34) Toco fine sand. Permeability is rapid in the surface and subsurface layers and moderate in the subsoils. Native vegetation includes slash pine, longleaf pine, pine oak wax myrtle and saw palmetto. Potential for community development is medium. See Exhibit "H" attached hereto.

k. *"The type and extent of upland forest and wetlands on the site using the Level III classification of the Florida Land Use Cover and Classification System (FLUCCS). A map depicting the location of upland forest and Wetland vegetation shall be provided with the application submittal."*

See FLUCCS maps, attached as Exhibit "I."

l. *"The type and extent of any Significant Natural Communities Habitat as defined by this Code."*

Environmental Services, Inc. has conducted wildlife surveys of the site and found only one listed species within the PUD, gopher tortoise, a Species of Special Concern for the Florida Fish and Wildlife Conservation Commission (FFWCC). The gopher tortoise habitat is located in the northeastern corner of the site. The gopher tortoise/development issue will be resolved by obtaining an Incidental Take Permit from FFWCC and mitigating the impact by a donation of funds to the Northeast Florida Mitigation Bank. FFWCC requires that all other permits be obtained for the proposed development prior to submitting an application for the gopher tortoise permit.

m. *"Identification of known or observed Historic Resources as defined by this Code, including any sites listed within the State Division of Historical Resources Master Site File or the St. Johns County Historic Resources Inventory. In such cases, the requirements of Part 3.01.00 of this Code shall apply."*

None

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n. *"The type and extent of buffering, landscaping, tree removal and tree protection, and buffering between adjacent uses as needed to aesthetically screen uses and provide privacy."*

Applicant shall provide an averaged 30-foot upland buffer (with a minimum 10-foot buffer) and a 25-foot building setback adjacent to contiguous wetlands. The upland buffer is to be measured from the jurisdictional wetland line and proceeding landward. No activity or placement of a structure or accessory use is to take place in this buffer. It is to remain a natural undisturbed vegetative buffer. Accessory activities are allowed to take place in the 25-foot setback area. The accessory uses do not include buildings with a permanent foundation. A ten foot (10') natural or landscaped buffer is provided along the PUD's property lines, except for that portion of the property line adjacent to CR 210 along the Commercial site. Applicant is also providing a 20-foot natural buffer as depicted on Composite Exhibit "L" as Type "A," a 20-foot natural buffer and fence combination as depicted on Composite Exhibit "L" as Type "B," and natural buffer and fence combination of not less than 30-feet and not less than 88 feet as depicted on Composite Exhibit "L" as Type "C" (These buffers are depicted in a to-scale drawing attached as part of Exhibit "L," the actual size of the buffers shall not be less than as depicted) between the PUD and the adjacent residential properties, as depicted on the MDP Map. Applicant shall make every effort to preserve the existing natural buffers along the PUD's boundaries; however, where destruction of the existing

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buffers of 30-feet or less in width, is unavoidable, Applicant shall replace the buffer with slash pine trees planted every ten feet (10') in alternating rows, as depicted on **Composite Exhibit "L"** attached hereto. In the event the location of the wetlands adjacent to the residential properties are relocated materially from the MDP map so as to reduce or eliminate their function as buffers, then Applicant shall create or extend the type "A" or "B" buffering as depicted on **Composite Exhibit "L"** as appropriate. The maintenance obligation for the buffers and fencing shall be assigned to the St. Johns Forest homeowners association.

The commercial area will be buffered from the residential areas by the roadway and recreation areas. The entire development is self contained and buffered against any incompatible adjacent uses pursuant to Section 5.03.03.A.4 of the LDC; however, a variance request is included within the Application to allow an eight foot (8') natural or landscaped buffer where the commercial site borders CR 210.

o. *"PUDs located in Special Districts as defined by Article III of the Land Development Code shall include a statement identifying the particular Special District and referencing the requirements to comply with the provisions of such Special District."*

N/A

p. *"The use, location and duration of temporary uses, including construction trailers, sales units, model homes, and temporary signage related to construction of the Project."*

Because of the duration of use for sales office(s) and/or construction trailer(s), Applicant has included these uses within the allowable uses under Sections e and f above.

q. *"The use and location of accessory uses for residential and non-residential structures, including Guest Houses, A/C units and related heating/cooling units, setbacks, swimming pools, fencing, and similar Uses."*

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Exterior air conditioning units and related heating/cooling units may be located adjacent to or at the rear of the structures served. Fences are not to exceed six feet in height (6') and will not be allowed past the front of the house structure. Additionally, the Developer has agreed to provide fencing and natural buffers along the PUD's boundary in several locations, as depicted on the MDP Map and as reflected in Composite Exhibit "L" attached hereto. The maintenance obligation for this Developer-installed fencing and buffering shall be assigned to the St. Johns Forest homeowners association.

r. *"A phasing schedule, including at a minimum, the amount of residential and non-residential development to be completed within a specified phase, a specific commencement date, a definition of commencement of the Project, and a specific completion date. The PUD shall expire at the end of the specific completion date included in the MDP Text and no further development shall occur until the phasing schedule is extended or modified pursuant to the requirements of this part. The PUD shall provide as part of the phasing schedule, an estimate of uses to be developed within five (5) year phases. The estimated phases may overlap during construction; however, the phase shall be fifty percent (50%) complete, before the next phase may proceed unless modified through a PUD Minor Modification."*

This PUD will be developed in two (2) five-(5) year phases. Construction will be commenced within eighteen (18) months of the effective date of the initial PUD Zoning Ordinance and extending through buildout of the PUD not to exceed ten (10) years. The PUD shall be permitted and platted within ten (10) years. Applicant shall submit all required PUD Progress

Reports at the end of each five (5) year phase as required by the LDCs. Commencement of construction shall be deemed to have occurred upon approval of final construction plans for horizontal improvements and payment of the required inspection fees. Completion is defined as receipt from the County of a Certificate of Occupancy.

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s. *"The projected impact of the Project upon St. Johns County, an explanation of the Project's benefit to the County, as compared to existing zoning or other zoning district, and justification of the Project."*

The impact of the PUD on County service and infrastructure will be within all adopted levels of service except for traffic concurrency. Applicant has submitted a Development and Impact Fee Agreement to address issues of the capacity of County Road 210 (the "Development Agreement"). The PUD's benefits include the provision of additional housing opportunities which complement the neighboring developments, provide for the local availability of goods and services not presently available, as well as the creation of additional employment opportunities.

- The tract in question is located in a Residential, Rural Silviculture and Mixed Use District. Zoning must be by PUD. The tract is suitable in character and location for the structure and uses proposed.
- The PUD will not adversely affect the orderly development of St. Johns County as embodied by the LDC and the St. Johns County Comprehensive Plan 2015. The property is identified as Residential C and Mixed Use on the Future Land Use Map of the St. Johns County Comprehensive Plan which allows development activities as proposed within this application. As described, this use is compatible with the surrounding zoning and Comprehensive Plan as well as the overall trend of the area. The applicant believes that the proposed PUD will be a benefit to the

future occupants of the PUD and to the residents of St. Johns County in that the County will be afforded strict control over development within a rapidly growing area.

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- The PUD will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties or the neighborhood and will accomplish the objectives, standards and criteria set forth in the LDCs. Before planning this PUD, wetland and topographical surveys were performed to include wetland preservation as part of the development plan. The developer, owners association and architectural review board will maintain the character and appearance set forth herein.

- The PUD will conform to the requirements of Article XI of the LDC. Construction will commence only after confirmation by the St. Johns County Concurrency Review Committee in accordance with the standards and procedures of the LDC that the availability of adequate public facilities and services support the proposed PUD and issuance of a Final Certificate of Concurrency. No Final Development Permits (Construction Plans or Final Plats) can be approved unless a valid, unexpired Final Certificate of Concurrency has been issued by the Concurrency Review Committee.

- The conditions stipulated in the PUD application and imposed by this ordinance provide for strict regulation and maintenance of this PUD.

- When developed in accordance with the conditions stipulated by this ordinance, the PUD will maintain the standards of the area, complement the neighboring developments and will be compatible with the desired future development of the area.

i. *"A description of any waivers, variances, or deviations from this Code included in the application and justification for such waivers, variances, or deviations."*

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ORDINANCE BOOK 29 PAGE 494ORDINANCE BOOK 28 PAGE 848

Residential:

(1) Section 5.03.03.B.1.b of the LDC which provides for a 7.5 foot side-yard setback. It is the Applicant's intent to provide a five-foot side yard setback from exterior building structure to property line with no less than ten foot (10') separation between dwelling units to preserve the required access for fire protection and other services.

(2) Section 5.03.03.B.1.c of the LDC as it applies to the requirement for a 25-ft. front yard setback from the property boundary line. In an attempt to meet market demands for the larger-sized homes with minimal yard maintenance requirements, Applicant has provided for a 20-ft. front yard setback from the property boundary line for both side and front-loading garages. Applicant believes this variance will not only result in an increase in the value of the homes, but will also blend with the functional design concept for the overall PUD.

General:

(1) Section 5.03.02G.2.1 of the LDC depicting the location of construction trailers and sales offices on the MDP Map. Applicant is unable to comply at the present time due to the size of the PUD and the extended time frame for buildout of the project. At such time as the location of these uses are identified, Applicant will comply with the LDC regarding the placement of all such uses and the placement will be reflected on the construction plans.

(2) Section 6.04.07M as it applies to the requirement to improve Russell Sampson Road. Pursuant to the terms of the Development Agreement, the Developer shall pay to St. Johns County \$250,000.00 for its use in improving Russell Sampson Road, in lieu of conducting the improvements required by Section 6.04.07M.

Commercial:P.U.D. OFF. REC.
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(1) Section 5.01.01.C.1 of the LDC as it applies to the subdivision of the Commercial parcel to allow for the conveyance of out parcels to individual commercial owners.

(2) Section 5.03.03.A.4 of the LDC as it applies to the requirement for a ten foot (10') natural/landscaped buffer along the PUD Property lines. Where the Commercial development portion of the PUD abuts CR 210, Applicant has provided for a minimum eight foot (8') landscape or natural buffer.

(3) Section 5.03.03.B.2 as it applies to the requirement for a twenty (20) foot setback for buildings, parking, and/or storage along the Commercial parcel's property lines. As depicted on the MDP, the Commercial parcel is constrained by the prior applicant's donation of right-of-way along CR 210, spine road's placement to ensure the proper alignment of the entrance with the median and curb cut on CR 210, and the avoidance of additional wetland impacts. Applicant will provide increased and enhanced landscaping to minimize the appearance of proximity to the adjunct right-of-way and property.

u. *"A statement binding all successors and assigns in title to the commitments and conditions of the MDP."*

The Applicant hereby stipulates and agrees to proceed with the proposed development in accordance with the PUD Ordinance, as adopted by the St. Johns Board of County Commissioners. The applicant also agrees to comply with all conditions and safeguards established by the St. Johns County Board of County Commissioners regarding said PUD as outlined in the Agreement to Comply attached hereto as **Exhibit "J."**

v. *"When the subject property is designated as more than one Future Land Use designation on the Comprehensive Plan Future Land Use Map, a map shall be provided depicting the boundaries between the designations and provide the total upland and Wetland acres for each land Use designation."*

N/A.

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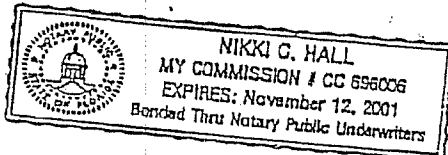
AUTHORIZATION LETTER

Rogers, Towers, Bailey, Jones & Gay, P.A. is hereby authorized to act as agent on behalf of TAYLOR WOODROW COMMUNITIES, Applicant for the rezoning of the property described in the legal description attached to the application (the "Property"), in applying to St. Johns County, Florida, for a rezoning of the Property to a Planned Unit Development. As agent, Rogers, Towers, Bailey, Jones & Gay, P.A. is authorized to represent TAYLOR WOODROW COMMUNITIES as the Applicant in all discussions and public meetings regarding this application. By my signature, I attest that the information contained herein is accurate and complete and that this application is being made in good faith.

TAYLOR WOODROW COMMUNITIES

P.U.D. OFF. REC.
BOOK P PAGE 192By: [Signature]
Name: Keith E. Bass
His: Regional DirectorDate: 3/9/00COUNTY OF Seminole
STATE OF FLORIDA

Sworn to and subscribed before me this 9th day of March, 2000, by Keith E. Bass, as Regional Director of TAYLOR WOODROW COMMUNITIES, and who is personally known to me or who has produced _____ as identification.

Nikki C. Hall
Notary Public, State of Florida
Name: NIKKI C. HALLMy Commission Expires: 11-12-2001
My Commission Number is: CC 696006

ca/zoning/forms/authoriz.lt

Exhibit F

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PARCEL ACCOUNT#	NAME	ADDRESS	LEGAL DESCRIPTION
026400-0010	SNYDER, JOHN J. ET AL	P.O. BOX 24000 JACKSONVILLE, FL 32241-4000	1-1 PART OF SE 1/4 700 X 933.06 FEET
026420-0000	MORRIS, HOWELL L., LINDA M.	2470 CR 210 WEST #3 JACKSONVILLE, FL 32259-0000	3 PART OF SE 1/4
026410-0000	CRAVEN, WILLIAM J., CONNIE	12323 MACAW DRIVE JACKSONVILLE, FL 32223-0000	2 PART OF NE 1/4 OF SE 1/4 & PART OF N 1/4 OF SE 1/4 OF SE 1/4
026413-0000	HARRINGTON, RAYMOND G., F. EMILY	2470 CR 210 WEST #A JACKSONVILLE, FL 32259-0000	2-1 E 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4- NE 1/4 OF NE 1/4 OF SW 1/4 OF SE 1/4 & PART OF NE 1/4 OF SE 1/4 & PART OF SE 1/4 OF SE 1/4
026341-0120	ROWLAND, FREDDIE E., PAULA G.	10425 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	2-12 PART W 1/2 LYING S OF RUSSELL SAMPSON RD - 367.1 FEET LYING ON ROAD
026341-0150	ANSBACHER, BARRY B., ELAINE K.	10545 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	2-15 PART OF SEC 17 & TRI PART OF SEC 18 LYING SW OF RUSSELL SAMPSON ROAD APPROX 724 FEET ON ROAD
026400-0070	UNITED WATER FLORIDA INC	1400 MILLCOE ROAD JACKSONVILLE, FL 32239-8004	1-7 PART LYING W OF 150 FEET ELEC R/W

Property Owners Search

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026400-0040	ST. JOHNS CO. ANASTASIA MOSQUITO CONTROL DISTRICT	P.O. BOX 1409 ST. AUGUSTINE, FL 32085- 1409	1-4 PART OF SW 1/4 LYING N OF SR 210
026400-0050	CORDELE PROPERTIES INC. ET AL	2690 CIMARRONE BLVD. JACKSONVILLE, FL 32259- 0000	1-5 PART OF NW 1/4 & SW 1/4 LYING W OF FPL EASEMENT & N OF CR 210 (EX PART IN INDIAN BEND @ CIMARRONE GOLF & COUNTRY CLUB)
026390-0040	URFF, BRUCE W. ET AL	11514 JOANCE LANE JACKSONVILLE, FL 32233- 0000	6-4 PART OF LOT 4 S OF RD 210 309.97 X 102.63 X 342.04 X 36.62 & PART OF S 1.2 OF GL 5 IN SW 1/4 OF SE 1/4 LYING S OF RD 210
026310-0000	CUMMER W. W. TRUSTEE ET AL & CONTAINER CORP OF AMERICA	P.O. BOX 457 FERNANDINA BEACH, FL 32034-0457	1 N 1/2 OF LOT 1 & ALL LOT 2 (ES S10AC)
026341-0010	C. & K ASSET MANAGEMENT, INC.	5951 ARLINGTON EXPRESSWAY JACKSONVILLE, FL 32211- 5628	2-1 PART OF S 1/2 GOVT LOT 5 IN SW 1/4 OF SE 1/4 LYING S OF RD 210 (EX P/W ELWOOD RD)
026341-0020	COPELAND, RUSSELL A.	10170 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	2-2 PART OF S 1/2 OF S 1/2 OF SW 1/4 OF NE 1/4 LYING NE'LY OF SAMPSON RD - 200 FEET ON RD

026341-0030	ETHERTON, JAMES D., KATHY A.	10215 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	2-3 S ½ OF S ½ OF SW ¼ OF NE ¼ LYING W OF RUSSELL SAMPSON ROAD
026390-0050	WACKER, CHARLES L., MARSHA A.	10085 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	6-5 PART OF N ½ GL 5 LYING SE OF RUSSELL SAMPSON ROAD 165 FEET ON RD
026345-0010	NETTLES, LARRY H., JUDY A.	10570 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	20/34-35 MEEHAN ESTATES LOT 1 & 1/11 INT IN RD
026345-0020	MEEHAN, RUSSELL L.	2150 QUARTER HORSE CIRCLE WEST JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 2 & 1/11 INT IN RD
026345-0030	KIMMEL, ALEXANDER JR., PAMELA J.	2140 QUARTER HORSE CIRCLE WEST JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 3 & 1/11 INT IN RD
026345-0040	BROWN, THOMAS L., ELIZABETH ANN	2145 QUARTER HORSE CIRCLE N JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 4A & 1/11 INT IN RD
026345-0045	CORDELL, STEVAN E., SHEILA H	2135 QUARTER HORSE CIRCLE N JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 4B & 1/11 INT IN RDS
026345-0050	WILLIAMS, ROLAND, DOROTHY ET AL	2130 QUARTER HORSE CIRCLE N JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 5 & 1/11 INT IN RD
026345-0060	CRAWFORD, SCOTT S., SHIRLEY S.	2125 QUARTER HORSE CIRCLE, N JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 6 & 1/11 INT IN RD

026345-0070	SHELLY, CLIFFORD E.	7701 TIMBERLIN PARK BLVD., #717 JACKSONVILLE, FL 32256- 0000	20/34-35 MEEHAN ESTATES LOT 7 & 1/11 INT IN RD
026345-0080	HOLLAND, CHARLES T., MARILYN S.	2120 QUARTER HORSE CIRCLE EAST JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 8 & 1/11 INT IN RD
026345-0090	HOLLAND, CHARLES T., MARILYN S.	2120 QUARTER HORSE CIRCLE EAST JACKSONVILLE, FL 32259- 0000	20/34-35 MEEHAN ESTATES LOT 9 & 1/11 INT IN RD
026345-0100	LEWIS, FRANKLIN D., SHIRLEE J.	10310 RUSSELL SAMPSON ROAD, JACKSONVILLE, FL 32259-0000	20/34-35 MEEHAN ESTATES LOT 10 & 1/11 INT IN RD
026341-0190	A & S LAND DEVELOPMENT COMPANY	7865 SOUTHSIDE BLVD. JACKSONVILLE, FL 32256- 0000	2-19 PART OF SEC 17 LYING N OF CR 210 - FEET ON RD
026341-0170	A & S LAND DEVELOPMENT COMPANY	7865 SOUTHSIDE BLVD. JACKSONVILLE, FL 32256- 0000	2-17 PARTS OF SECS 17 & 20 LYING N OF CR 210 - 1333.33 FT ON ROAD PARCEL 2
026341-0110	FL KENTUCKY TIMBERLANDS INC.	1301 RIVERPLACE BLVD. #1500 JACKSONVILLE, FL 32207-0000	2-11 PART OF S660FET LYING S OF CR 210
026341-0130	SMITH, GLENN C., DEBRA E.	1955 CR 210 WEST JACKSONVILLE, FL 32259- 0000	2-13 PART OF S ½ OF GOVT LOT 5 IN SW ¼ OF SE ¼ LYING S CR 210 & W OF MAGUIRE RD 245 FEET ON CR 210
026341-0140	SMITH, GLENN C., DEBRA E.	1955 CR 210 WEST JACKSONVILLE, FL 32259- 0000	2-14 PART OF S ½ OF GOVT LOT 5 LYING S IN SW ¼ OF SE ¼ LYING S OF CR 210 & W MAGUIRE RD 240 FEET ON CR 210

026370-0000	WILSON, EVA L. TRUSTEE	1880 CR 210 WEST JACKSONVILLE, FL 32259-0000	CAN'T READ
026300-0080	WILSON, TODD MICHAEL	10070 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	6-8 PART O FGL 3 LYING NE'LY OF C/L OF RUSSELL SAMPSON RD 200 FEET ON C/L OF RD & 74.87 FEET ON TERRELL PAPPY RD
026390-0030	JOHNSON, JAMES D., TERRY W.	1855 CR 210 WEST JACKSONVILLE, FL 32259-0000	6-3 PART OF LOTS 3 & 4 LYING SE OF RD 210 471 FEET ON RD X 302 X 338 FEET
026390-0060	WILSON, EVA L. TRUSTEE	1000 CR 210 WEST JACKSONVILLE, FL 32233-0000	6-6 PART OF GOVT LOTS 3 & 4 LYING S OF R/W OF CR 210
026341-0020	COPELAND, RUSSELL A.	10170 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	2-2 PART S ½ OF S ½ OF SW ¼ OF NE ¼ LYING NE'LY OF SAMPSON ROAD - 200 FEET ON RD
026341-0100	MICKLER, DIANNE MARIE	10180 RUSSELL SAMPSON ROAD #A JACKSONVILLE, FL 32259-0000	2-10 PART S ½ OF S 12 OF SW ¼ OF NE ¼ LYING NE'LY OF SAMPSON RD 243.41 FEET ON RD
026341-0040	ETHERTON, JAMES D., KATHY ANN	10215 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259-0000	2-4 PART OF W ½ LYING S OF RUSSELL SAMPSON RD
026325-0030	CARTER, TIMOTHY D., SR.	10165-A TERRELL PAPPY ROAD JACKSONVILLE, FL 32259-0000	3-3 PART OF 31320 FEET OF LOT 2 LYING W OF RD - 169FT ON RD

026330-0040	BENNETT, TERRENE	10150 TERRELL PAPPY ROAD JACKSONVILLE, FL 32259-0000	4-4 PART OF S 608FEET OF GL 1 50.71 X 608FT
026320-0000	CARTER, KRISTIN H. ET AL	10125 TERRELL PAPPY ROAD JACKSONVILLE, FL 32259-0000	3 & 3-2 S 1320 FEET OF LOT 1 LYING W OF CO RD
026330-0033	MICKLER, YULEE R., LATREE E.	10200A TERRELL PAPPY ROAD JACKSONVILLE, FL 32259-0000	4-3C PART OF N 366FEET OF S ½ OF LOT 1
026330-0031	MICKLER, RAYMOND Y.	5348 DARBY WAY JACKSONVILLE, FL 32257- 0000	4-3A PART OF S ½ OF GL 1-N 169.39 OF W 270.06 OF E 508.35FEET
026325-0000	SHERRILL, CYNTHIA A.	10165 TERRELL PAPPY ROAD JACKSONVILLE, FL 32259-0000	3-1 PART OF LOT 1 LYING W OF CO RD 178.37 ON CO RD
026330-0030	MICKLER, NANCY L.	10200C TERRELL PAPPY RD. JACKSONVILLE, FL 32259- 0000	4-3 PT OF N 366FT OF S1/2 OF LOT 1
026330-0032	MICKLER, STEVEN J.	10200 TERRELL PAPPY ROAD #B JACKSONVILLE, FL 32259- 0000	4-3B PT OF N366FT OF S1/2 OF LOT 1
026330-0034	MICKLER, CATHRYN, J.	10200 TERRELL PAPPY ROAD #E JACKSONVILLE, FL 32259- 0000	4-3D PT OF GL 1 E238.29 OF N182.96 OF S1156.75FT
026330-0020	MICKLER, LATRELL	10200A TERRELL PAPPY ROAD JACKSONVILLE, FL 32259- 0000	4-2 E450 OF S608FT OF LOT 1
026155-0000	TOM'S CHEVRON, INC.	3584 RED CLOUD TRAIL ST. AUGUSTINE, FL 32096-0000	7-1 ALL OF LOT 3 LYING W OF R/W OF RD I-95

026670-0000	CUMMER, W.W. TRUSTEE, ET AL C/O CONTAINER CORP OF AMERICA	P.O. BOX 457 FERNANDINA BEACH, FL 32034-0457	1 GRANT TO F J FATIO (EX PARTS SOLD & R/W OF RD I-95) & (EX ALL LYING E OF I- 95)
023630-0030	BARCO, LYNDIA	7587 WILSON BLVD. JACKSONVILLE, FL 32210- 0000	2-3 ALL LYING E & N OF RUSSELL SAMPSON RD (EX SE1/4 OF NE1/4 & EX N1/2 OF NE1/4 & EX PT OF SW1/4 OF SE1/4 NE OF RD & EX)
026400-0000	RAYLAND COMPANY	P.O. BOX 1188 FERNANDINA BEACH, FL 32034-1188	1 N1/2 SW1/4 W 3/4 OF NW1/4 OF SE1/4 SW1/4 OF SE1/4 (EX 2.5 AC IN NE COR) S3/4 OF SE1/4 OF SE1/4 & LOTS 1 & 2
026341-0150	ANSBACHER, BARRY B, & ELAINE K.	10545 RUSSELL SAMPSON ROAD JACKSONVILLE, FL 32259- 0000	2-15 PT OF SEC 17 & TRIPT OF SEC 18 LYING SW OF RUSSELL SAMPSON RD APPROX 724FT ON RD
026300-0000	CUMMER, W.W. TRUSTEE, ET AL C/O CONTAINER CORP OF AMERICA	P.O. BOX 457 FERNANDINA BEACH, FL 32034-0457	4 PART OF N1/2 OF LOT 7
023600-0010	LOOP, RUTH REVOCABLE TRUST	3530 SILVERY LANE JACKSONVILLE, FL 32217- 0000	5-1 PART OF W1/2 SEC 6 & PT OF N1/2 SEC 7

023600-0040	BARCO, LYNDAL	7587 WILSON BLVD. JACKSONVILLE, FL 32210-0000	5-4 SW1/4 & S1/2 OF NW1/4 (EX R/W OF RACETRACK RD) & PT OF GLS 2 3 & 4 LYING E OF RUSSELL SAMPSON RD
023610-0000	CUMMER, W.W. TRUSTEE, ET AL C/O CONTAINER CORP OF AMERICA	P.O. BOX 457 FERNANDINA BEACH, FL 32034-0457	6 ALL E1/2 LYING S OF CO RD 5

Exhibit G

P. H. D. OFF. REC.
BOOK P PAGE 201

Proof of Ownership

ORDINANCE BOOK 28 PAGE 861 ORDINANCE BOOK 29 PAGE 507

89 22606

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 13th day of JUNE, 1989, is between ITT RAYONIER INCORPORATED, a Delaware corporation, duly qualified to do business within the State of Florida, hereinafter called the Grantor, and RAYLAND COMPANY, INC., a Delaware corporation, with its business mailing address at P. O. Box 1188, Fernandina Beach, Florida 32034, hereinafter called the Grantee:

P. U. D. OFF. REC.

WITNESSETH: BOOK P PAGE 202

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land, to wit:

See description of property in St. Johns County, Florida, at Exhibit A, attached hereto and incorporated herein by this reference.

EXCEPTING FROM THIS GRANT, and RESERVING unto the Grantor, its successors and assigns forever, all oil, natural gas and fugitive hydrocarbons lying 500 feet or more below the surface level of the property hereby conveyed, and further RESERVING unto the Grantor, its successors and assigns forever, the right to capture, extract and control any such subsurface oil, natural gas, or fugitive hydrocarbons, and to receive therefrom and therefor all proceeds, royalties, premiums, rents and bonuses as may from time to time be or become paid or payable; PROVIDED, HOWEVER, that this reservation of the rights to subsurface oil, natural gas and fugitive hydrocarbons does not include the concomitant right of surface entry for exploration, drilling or other entry by men or material upon the surface of the property hereby conveyed.

FURTHER EXCEPTING from this Grant, and RESERVING unto the Grantor, its successors or assigns, for a period enduring no longer than through December 31, 2035, ALL PINE PLANTED PRIOR TO JANUARY 1, 1975, as may exist upon the land hereby conveyed for harvest and removal by Grantor at its discretion, TOGETHER WITH (1) all appropriate and necessary rights of access by the most efficient routes as will permit optimal harvest and removal and (2) the right at Grantor's option to reseed (natural or cultivated), manage and replenish any or all stands or tracts herewith conveyed which continue to be held by Grantee, and (3) the right from time to time to relinquish, release or modify this reservation, in whole or in part as an encumbrance upon the land herein described, or upon any portion thereof, by instrument of equivalent dignity to this deed, in recordable form, which for convenience may be in favor of "the owners and all parties in interest" in the described parcel.

FURTHERMORE, the GRANTOR QUITCLAIMS and conveys to GRANTEE, its successors and assigns forever:

- (1) All rights, title or claim of interest of Grantor in and to the residual or underlying title of any public street (s) or right(s) of way traversing the land herewith conveyed;
- (2) All right, title or claim of interest of Grantor in and under any right(s) of re-entry for breach of condition subsequent, or right(s) of reverter reserved in favor of Grantor in, by, under or through any form or manner of prior estate or interest conferred upon any party whatsoever and relating to any estate or interest in land encompassed within, traversing, or existing appurtenant to the lands or estate herewith conveyed; and
- (3) All right, title or claim of interest of Grantor in and to any lands lying below the mean high water mark of any body of water (subject to the rights of the public, any governmental entity, or any prior estate therein and thereto), together with all right, title and interest of Grantor in the alluvion and avulsion appurtenant to any riparian or littoral uplands herewith conveyed.

ORDINANCE BOOK 28 PAGE 862ORDINANCE BOOK 29 PAGE 52

THIS INSTRUMENT WAS PREPARED BY:
JEFFREY D. SMITH
Attorney at Law
POST OFFICE BOX 4093
JACKSONVILLE, FLORIDA 32201

RECORD AND RETURN TO:
JEFFREY D. SMITH
Attorney at Law
POST OFFICE BOX 4093
JACKSONVILLE, FLORIDA 32201

Documentary Tax: Pd. \$ 996.105
Intangible Tax Pd.
Carl "Bud" Markel, Clerk St. Johns
County By: Jeffrey D. Smith D.C.

As to the above specific grants labeled (1), (2) and (3), Grantor
quitclaims whatsoever of said interests it may have, hold or claim to
Grantee, its successors and assigns forever, without warranty whatsoever.
THIS CONVEYANCE IS SUBJECT TO:

- A) Easements, rights of way, covenants and restrictions of record;
- B) Existing Zoning classification of the property, if any;
- C) Ad valorem taxes accruing after December 31, 1988; and
- D) Any outstanding oil, gas, mineral or other subsurface estate or
interest as may appear of record.

Together with all the tenements, hereditaments and appurtenances
thereto belonging or in anyway appertaining, to have and hold the same in
fee simple forever.

And the Grantor does hereby warrant to the Grantee that, except as
otherwise noted, it will warrant and defend the premises herein conveyed
against the lawful claims and demands of all persons claiming by, through
or under it, but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be
executed in its name by its proper and duly authorized corporate
officers, upon the date above given.


Signed, sealed and delivered
in the presence of:

ITT RAYONIER INCORPORATED, a
Delaware corporation

Katrina J. Brief

By: William S. Berry
Its SR Vice President

Elaine H. Hallman

Attest: [Signature]
Its [Signature] Secretary
(CORPORATE SEAL)


STATE OF Connecticut
COUNTY OF Fairfield

Before me, a person authorized to take acknowledgments of deeds and
other instruments, this day personally appeared William S. Berry
and John Blanning, as SR Vice President and
Secretary, respectively, of ITT RAYONIER INCORPORATED, a Delaware
corporation, to me known and known by me to be the persons who executed
the foregoing Deed and they severally acknowledged to me that they
executed it by authority and on behalf of that corporation and that the
said Deed is the free act and deed of said corporation.

Witness my signature and official seal at Stamford, Fairfield
County, Connecticut on June 13, 1989.


[Signature]
Notary Public, State and
County Aforesaid.
My Commission Expires: [Signature]
(NOTARIAL SEAL)


EXHIBIT A

OR1848PG 40

O.R. 831 PG 1731

PARCEL 85-2-2:

ALL THOSE CERTAIN PARCELS OF LAND LYING IN TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

ALL OF SECTION 1, LESS AND EXCEPT THE NORTH ONE-HALF OF THE NORTHEAST QUARTER;

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 2; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2;

ALL OF SECTION 12;

ALL OF SECTION 13; AND

THAT PORTION OF SECTION 24 LYING NORTH OF STATE ROAD NO. 210.

ALSO: ALL OF THOSE CERTAIN PARCELS OF LAND LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE WEST ONE-HALF OF SECTION 6, LESS AND EXCEPT THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE WEST ONE-HALF THEREOF;

ALL OF SECTION 7, LESS AND EXCEPT THE FOLLOWING PORTIONS THEREOF: THE NORTH ONE-HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THAT PORTION OF SECTION 7 CONTAINING APPROXIMATELY 1.28 ACRES DESCRIBED IN THE DEED DATED DECEMBER 14, 1954 AND RECORDED IN DEED BOOK 216, PAGE 240 OF THE ST. JOHNS COUNTY, FLORIDA, PUBLIC RECORDS; THAT CERTAIN PORTION OF SAID SECTION 7 CONTAINING 0.453 ACRES CONVEYED BY RAYONIER TO GLADYS KAUFFMAN BY DEED DATED JUNE 22, 1967; THAT CERTAIN PORTION OF SECTION 7 CONTAINING 0.65 ACRES AND DESCRIBED IN DEED DATED JULY 19, 1978 BETWEEN RAYONIER AND W. H. THOMASON AND A. M. THOMASON.

THAT PORTION OF THE WEST HALF OF SECTION 17 LYING SOUTH OF RUSSELL SAMPSON ROAD AND NORTH OF STATE ROAD NO. 210;

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 LYING NORTH OF STATE ROAD NO. 210;

THAT PORTION OF SECTION 19 LYING NORTH OF STATE ROAD NO. 210.

P. U. D. OFF. REC.
BOOK P PAGE 204

ORDINANCE BOOK 28 PAGE 864

ORDINANCE BOOK 29 PAGE 510

SEE NEXT FOLLOWING PAGE FOR CONTINUATION

OR 1848 PG 41

O.R. 831 PG 1732

EXHIBIT "A"
(Continued)

P. H. D. OFF. REC.
BOOK P PAGE 805

PARCEL 85-2-2 (continued)

ALL OF SECTION 18, LESS AND EXCEPTING THEREFROM THE FOLLOWING PARTS THEREOF:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

[END DESCRIPTION OF PARCEL 85-2-2]

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SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF EXHIBIT "A".

2575N/11-12

ORDINANCE BOOK 28 PAGE 805 ORDINANCE BOOK 29 PAGE 511

PARCEL 85-2-3 (A):

O.R. 831 PG 1733

LEGAL DESCRIPTION OF:

ALL OF SECTIONS 29, 30, 31, 32, 41 AND PART OF SECTION 19, 20, 21, and 28, Township 5 South, Range 28 East, and part of Sections 25, 35 and 36, Township 5 South, Range 27 East, St. Johns County, Florida and being more particularly described as follows:

Begin at a set concrete monument marking the Southwest corner of Section 31, Township 5 South, Range 28 East; Thence run along the South line of said Section 31, North 88°42'06" East for a distance of 5370.28 feet to a set concrete monument at the Southeast corner of said Section 31; Thence North 88°42'06" East along the South line of Section 32, Township 5 South, Range 28 East for a distance of 5371.59 feet to a found iron pipe at the Southeast corner of said Section 32; thence North 01°01'15" West along the East line of said Section 32 for a distance of 5213.05 feet to a found concrete monument at the Northeast corner of said Section 32; Thence North 88°54'07" East along the South line of Section 28, Township 5 South, Range 28 East, for a distance of 3136.25 feet to a set concrete monument at the intersection of the Westerly right of way of Interstate 95; Thence North 27°29'33" West along said Westerly right of way for a distance of 4437.40 feet to a set concrete monument at the point of a curve to the right; Thence along said curve with a delta of 24°21'07" and a radius of 3927.43 feet for an arc distance of 1669.24 feet (chord bearing North 15°18'59" West-1636.71 feet) to a set concrete monument at the point of tangent; Thence North 03°08'26" West for a distance of 1679.79 feet to a set concrete monument; Thence leaving said Westerly right of way of Interstate 95 run North 89°31'07" West for a distance of 2031.57 feet to a found iron pipe; Thence North 25°07'09" West for a distance of 206.56 feet to a found concrete monument; Thence North 32°16'55" West for a distance of 704.33 feet to a found concrete monument; Thence North 44°51'45" West for a distance of 138.52 feet to a found concrete monument; Thence North 58°40'39" West for a distance of 808.02 feet to a found iron pipe on the Easterly right of way line of a 60 foot maintained right of way for Leo Maguire Road; Thence North 58°37'29" West for a distance of 60.60 feet to a found iron pipe on the Westerly maintained right of way of said road; Thence South 23°19'05" West along said Westerly right of way for a distance of 752.87 feet to a set concrete monument; Thence leaving said right of way run South 82°19'58" East for a distance of 187.52 feet to a found concrete monument; Thence South 00°15'49" West for a distance of 603.60 feet to a found concrete monument; Thence North 89°43'08" West for a distance of 387.99 feet to a found concrete monument on the Easterly maintained right of way of said Leo Maguire Road; Thence North 89°43'48" West for a distance of 65.07 feet to a found concrete monument on the Westerly maintained right of way line of said Leo Maguire Road; Thence North 89°46'16" West for a distance of 2252.97 feet to a found concrete monument on the Easterly line of Section 19, Township 5 South, Range 28 East; Thence North 00°02'13" West along said Easterly line of said Section 19 for a distance of 3270.40 feet to a found concrete monument at intersection with the Southerly right of way line of a 100 foot right of way for State Road No. 210; Thence South 89°39'06" West along said Southerly right of way for a distance of 3490.31 feet to a found concrete monument; Thence leaving said Southerly right of way run South 02°45'47" East for a distance of 803.58 feet to a found concrete monument; Thence South 87°14'50" West for a distance of 510.07 feet to a found concrete monument; Thence North 02°45'23" West for a distance of 525.12 feet to a found concrete monument; Thence North 07°15'48" East for a distance of 410.00 feet to a found concrete monument; Thence North 02°44'16" West for a distance of 282.70 feet to a found concrete monument at the intersection of the Southerly right of way line of said State Road No. 210; Thence South 89°39'29" West along said Southerly right of way for a distance of 571.83 feet to a found concrete monument marking the point of curve to the left; Thence along said

SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF DESCRIPTION OF PARCEL 85-2-3 (A)

ORDINANCE BOOK 29 PAGE 5

ORDINANCE BOOK 29 PAGE 5

PARCEL 85-2-3(A) continued...

O.B. 831 PG

1734

curve with a delta of $16^{\circ}07'27''$ and a radius of 1093.91 feet for an arc distance of 307.85 feet (chord bearing South $81^{\circ}35'04''$ West 306.83 feet) to a set concrete monument at the point of tangent; Thence South $73^{\circ}31'21''$ West for a distance of 1487.99 feet to a set concrete monument at the intersection of said Southerly right of way of State Road No. 210 and the West line of Section 19, Township 5 South, Range 28 East; Thence South $02^{\circ}34'09''$ East along said West line of Section 19 for a distance of 4684.43 feet to a set concrete monument at the Southwest corner of said Section 19; Thence South $04^{\circ}09'12''$ East along the East line of Section 25, Township 5 South, Range 27 East, for a distance of 3117.04 feet to a set concrete monument at the intersection of the Southerly line of a 50 foot maintained right of way for a dirt road and also being a point of curve; Thence along said Southerly right of way line and said curve to the right with a delta of $08^{\circ}13'49''$ and a radius of 457.26 feet for an arc distance of 65.68 feet (chord bearing South $36^{\circ}20'38''$ West 65.63 feet) to a set concrete monument at the point of tangent; Thence South $40^{\circ}27'32''$ West for a distance of 78.50 feet to a set concrete monument at the point of curve to the right; Thence along said curve with a delta of $12^{\circ}19'43''$ and a radius of 950.89 feet for an arc distance of 204.61 feet (chord bearing South $46^{\circ}37'23''$ West 204.21 feet) to a set concrete monument at the point of tangent; Thence South $2^{\circ}47'15''$ West for a distance of 1889.64 feet to a set concrete monument at the point of a curve to the right; Thence along said curve with a delta of $01^{\circ}54'42''$ and a radius of 3617.78 feet for an arc distance of 120.71 feet (chord bearing South $53^{\circ}44'35''$ West 120.70 feet) to a set concrete monument at the point of tangent; Thence South $54^{\circ}41'54''$ West for a distance of 657.89 feet to a set concrete monument at the point of curve to the left; Thence along said curve with a delta of $11^{\circ}18'09''$ and a radius of 1110.62 feet for an arc distance of 297.99 feet (chord bearing South $49^{\circ}02'50''$ West 297.51 feet) to a set concrete monument at the point of tangent; Thence South $43^{\circ}23'46''$ West for a distance of 276.76 feet to a set concrete monument at the point of curve to the right; Thence along said curve with a delta of $21^{\circ}29'36''$ and a radius of 657.99 feet for an arc distance of 246.83 feet (chord bearing South $54^{\circ}00'34''$ West 245.39 feet) to a set concrete monument at the point of tangent; Thence South $64^{\circ}53'22''$ West for a distance of 1085.73 feet to a set concrete monument at the point of curve to the left; Thence along said curve with a delta of $22^{\circ}46'12''$ and a radius of 423.37 feet for an arc distance of 168.25 feet (chord bearing South $53^{\circ}30'15''$ West 167.15 feet) to a set concrete monument at the point of tangent; Thence South $42^{\circ}07'09''$ West for a distance of 3270.51 feet to a set concrete monument at the point of curve to the right; Thence along said curve with a delta of $09^{\circ}16'56''$ and a radius of 2304.84 feet for an arc distance of 373.39 feet (chord bearing South $46^{\circ}45'37''$ West 372.99 feet) to a set concrete monument at the point of tangent; Thence South $51^{\circ}24'04''$ West for a distance of 2267.25 feet to a set concrete monument at the point of curve to the left; Thence along said curve with a delta of $52^{\circ}36'28''$ and a radius of 72.83 feet for an arc distance of 66.87 feet (chord bearing South $25^{\circ}05'49''$ West 64.55 feet) to a set concrete monument at the point of tangent; Thence South $01^{\circ}12'26''$ East for a distance of 155.55 feet to a set concrete monument at the point of curve to the right; Thence along said curve with a delta of $00^{\circ}09'16''$ and a radius of 1010.30 feet for an arc distance of 143.79 feet (chord bearing South $02^{\circ}52'12''$ West 143.67 feet) to a set concrete monument at the Point of Tangent; Thence South $06^{\circ}56'50''$ West for a distance of 502.48 feet to a set concrete monument at the intersection of said Southerly line of a 50 foot maintained right of way for a dirt road and the Southerly line of Section 35, Township 5 South, Range 27 East; Thence North $89^{\circ}04'26''$ East along said South line of Section 35 for a distance of 3479.90 feet to a set concrete monument at the Southeast corner of said Section 35; Thence North $89^{\circ}04'26''$ East along the South line of Section 36, Township 5 South, Range 27 East, for a distance of 1342.55 feet to a set concrete monument at the Southwest corner of the East 1/2 of the Southwest 1/4 of said Section 36; Thence North $02^{\circ}26'40''$ West a distance of 2669.84 feet to a set concrete monument at the Northwest corner of the East 1/2 of the Southwest 1/4; Thence North $88^{\circ}59'05''$ East for a distance of 1341.17

PARCEL 85-2-3(A) continued...

East to a set concrete monument at the Northeast corner of the Southwest 1/4. Thence South 02° 28' 22" East for a distance of 2671.96 feet to a set concrete monument at the South 1/4 corner of said Section 36; thence North 89° 04' 26" East along the South line of said Section 36 for a distance of 2685.10 feet to the Southeast corner of Section 36, Township 5 South, Range 27 East and being the Point of Beginning, containing 4697.32 acres, more or less.

LESS AND EXCEPTING THEREFROM:

A parcel of land in the Southeast corner of the Southeast 1/4 of Section 25, Township 5 South, Range 27 East, St. Johns County, Florida and being more particularly described as follows:

Begin at a set concrete monument at the Southeast corner of Section 25, Township 5 South, Range 27 East and run South 88° 53' 44" West along the South line of said Section 25 for a distance of 809.00 feet to a set concrete monument; Thence leaving said section line run North 04° 09' 12" West for a distance of 811.00 feet to a set concrete monument; Thence North 88° 53' 44" East for a distance of 809.00 feet to a set concrete monument on the East line of said Section 25; thence South 04° 09' 12" East along said Section line for a distance of 811.00 feet to the Point of Beginning and containing 13.04 acres, more or less.

[END DESCRIPTION OF PARCEL 85-2-3(A)]

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SEE NEXT FOLLOWING PAGE FOR CONTINUATION OF EXHIBIT "A".

PARCEL 85-2-3(B)

O.R. 831 PG 1736

Being part of Sections 17, 20, and 21, Township 5 South, Range 28 East, St. Johns County, Florida, and being described as follows:

P. U. D. OFF. REC.

BOOK PAGE 209

Commence at the point where the North line of Section 20 intersects the West line of the F.J. PATIO GRANT, Section 40, for the Point of Beginning; thence run S 89°41'00" West along the North line of said Section 20, 1220.60 feet; thence run N 02°11'47" East, 767.02 feet; thence by curve concave to the West, having a radius of 9190.00 feet, run southerly along the arc, through a central angle of 01°27'13", a distance of 233.15 feet; thence continue by curve concave to the West, having a radius of 3191.57 feet, run along the arc, through a central angle of 02°42'51", a distance of 401.23 feet; thence run N 70°39'32" West, 514.33 feet; thence run N 32°13' West, 325 feet to the southerly Right of Way of State Road # 210; thence run along said Right of Way S 57°47' West, 436.28 feet; thence by curve to the right having a radius of 2342.01 feet, run along the arc, through a central angle of 31°49'30", a distance of 1300.87 feet; thence run S 89°36'30" West, 1483.09 feet to the West line of said Section 20; thence run South 00°04'30" East, along said West section line 3263.28 feet; thence run S 09°36'30" East, 2254.29 feet; thence run N 23°16'24" East, 1434.60 feet; thence run S 68°44'23" East, 868.57 feet; thence run S 44°53'23" East, 130.57 feet; thence S 32°21'33" East, 704.28 feet; thence run S 25°13'58" East, 195.87 feet; thence run S 09°36'30" East, 2026.12 feet to the West Right of Way of U.S. Highway I-95; thence run N 03°08'06" West, along said Right of Way of I-95, 2568.02 feet to the southerly line of Section 40; thence run S 80°30'36" West along said southerly line of Section 40, 889.79 feet; thence run N 02°04'21" West, 833.92 feet to the Point of Beginning. Less the following, described as follows:

Commence at the Point where the North line of Section 20, Township 5 South, Range 28 East, St. Johns County, Florida intersects the West line of the F.J. PATIO GRANT Section 40; thence run S 89°41'00" West along said North line of Section 20, 1220.60 feet; thence run N 02°11'47" East, 443.83 feet to the Point of Beginning; thence continue to run N 02°11'47" East, 313.19 feet; thence by curve concave to the West, having a radius of 9190.00 feet, run southerly along the arc through a central angle of 01°27'13", a distance of 233.15 feet; thence continue to run by curve concave to the West, having a radius of 3191.57 feet, run along the arc, through a central angle of 02°42'51", a distance of 401.23 feet; thence run S 23°16'24" West, 2228.78 feet; thence run S 50°44'23" East, 60.62 feet; thence run N 23°16'24" East, 2237.27 feet; thence by curve to the left, having a radius of 3251.57 feet, run along the arc, through a central angle of 08°35'10", a distance of 487.29 feet, to the Point of Beginning.

[END. DESCRIPTION OF PARCEL 85-2-3(B)]

SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF EXHIBIT "A".

ORDINANCE BOOK 29 PAGE 515

ORDINANCE BOOK 28 PAGE 869

PARCEL 85-2-4

PARCEL "A"

O.R. 831 PG 1737

A PARCEL OF LAND IN SECTIONS 21, 22, 27, 28, 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 27 EAST, 31, JOHNS COUNTY, FLORIDA, CONTAINING 845.15 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 WITH THE NORTHWEST RIGHT OF WAY LINE OF STATE ROAD NO. 210, A 100 FOOT WIDTH RIGHT OF WAY LYING 50 FEET ON EACH SIDE OF THE CENTER LINE OF SAID ROAD; THENCE SOUTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 789.91 FEET; THENCE NORTH 80 DEGREES 58 MINUTES 22 SECONDS WEST, ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 32, A DISTANCE OF 1,340.00 FEET; THENCE NORTH 1 DEGREE 01 MINUTE 17 SECONDS WEST, ON THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1,316.18 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST, ON THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 32, A DISTANCE OF 1,440.03 FEET; THENCE NORTH 41 DEGREES 27 MINUTES 23 SECONDS EAST, ON THE LINE BETWEEN SECTIONS 32 AND 39 OF SAID TOWNSHIP AND RANGE 1,748.02 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 37 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 1,566.97 FEET; THENCE NORTH 1 DEGREE 01 MINUTE 17 SECONDS WEST, ON THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1,717.15 FEET; THENCE NORTH 41 DEGREES 27 MINUTES 21 SECONDS EAST, ON THE SOUTHEASTERLY LINE OF SAID SECTION 39, A DISTANCE OF 7,342.32 FEET; THENCE NORTH 40 DEGREES 53 MINUTES 28 SECONDS WEST, ON THE NORTHEASTERLY LINE OF SAID SECTION 39, A DISTANCE OF 814.74 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 41 SECONDS EAST, ON THE SOUTH LINE OF A COUNTY GRADED ROAD, SAID SOUTH LINE OF ROAD BEING 30 FEET SOUTH FROM THE CENTER LINE OF SAID ROAD, 3,799.70 FEET; THENCE SOUTH 84 DEGREES 50 MINUTES 12 SECONDS EAST, ON SAID SOUTH LINE OF ROAD 78.44 FEET; THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210 AND ON A CURVE CONCAVE SOUTHEASTERLY WITH RADIUS OF 622.96 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 53 MINUTES 03 SECONDS, AN ARC DISTANCE OF 346.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39 DEGREES 19 MINUTES 25 SECONDS WEST, ON SAID RIGHT OF WAY LINE AND TANGENT TO SAID CURVE, 1,747.67 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 2,341.83 FEET; THENCE ON SAID RIGHT OF WAY LINE AND ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 06 MINUTES 30 SECONDS, AN ARC DISTANCE OF 878.65 FEET; THENCE SOUTH 25 DEGREES 12 MINUTES 55 SECONDS WEST, ON SAID RIGHT OF WAY LINE, 166.13 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 2,241.83 FEET; THENCE ON SAID RIGHT OF WAY LINE AND ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16 DEGREES 29 MINUTES 55 SECONDS, AN ARC DISTANCE OF 637.12 FEET; THENCE SOUTH 41 DEGREES 29 MINUTES 55 SECONDS WEST, ON SAID RIGHT OF WAY LINE, 4,451.43 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 2,914.79 FEET; THENCE ON SAID RIGHT OF WAY LINE AND "A" SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7 DEGREES 39 MINUTES 00 SECONDS, AN ARC DISTANCE OF 389.18 FEET; THENCE SOUTH 33 DEGREES 50 MINUTES 55 SECONDS WEST, ON SAID RIGHT OF WAY LINE, 3,051.05 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 2,814.79 FEET; THENCE ON SAID RIGHT OF WAY LINE AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8 DEGREES 45 MINUTES 15 SECONDS, AN ARC DISTANCE OF 430.07 FEET; THENCE SOUTH 42 DEGREES 36 MINUTES 10 SECONDS WEST, ON SAID RIGHT OF WAY LINE, 238.88 FEET TO THE POINT OF BEGINNING.

[END DESCRIPTION OF PARCEL "A" OF PARCEL 85-2-4]

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ORDINANCE BOOK 29 PAGE 516

ORDINANCE BOOK 28 PAGE 870

PARCEL 85-2-4, continued

BOOK

PAGE

O.L. 831 PM 1/38

PARCEL "B"

A PARCEL OF LAND IN SECTIONS 27, 28, 33, 34, AND 41, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, CONTAINING 549.46 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 27 WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210, SAID RIGHT OF WAY BEING 100 FEET IN WIDTH AND LYING 50 FEET ON EACH SIDE OF THE CENTER LINE OF SAID ROAD; THENCE NORTH 88 DEGREES 16 MINUTES 48 SECONDS EAST, ON SAID NORTH LINE OF SECTION 27, A DISTANCE OF 788.84 FEET; THENCE SOUTH 21 DEGREES 16 MINUTES 48 SECONDS WEST 2,050.00 FEET; THENCE SOUTH 21 DEGREES 02 MINUTES 04 SECONDS WEST 4,048.67 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 46 SECONDS WEST, ON THE WEST LINE OF A PRIVATE DIRT ROAD, 2,728.26 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 112.13 FEET; THENCE ON SAID WEST LINE OF ROAD AND ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41 DEGREES 30 MINUTES 29 SECONDS, AN ARC DISTANCE OF 81.23 FEET; THENCE SOUTH 59 DEGREES 23 MINUTES 15 SECONDS WEST, ON THE NORTHWESTERLY LINE OF SAID DIRT ROAD, 623.17 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 51 SECONDS EAST, ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 43.31 FEET; THENCE CONTINUING SOUTH 2 DEGREES 31 MINUTES 51 SECONDS EAST, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,310.59 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 20 SECONDS WEST, ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 16A, SAID RIGHT OF WAY BEING 66 FEET IN WIDTH AND LYING 33 FEET ON EACH SIDE OF THE CENTER LINE OF SAID ROAD, 2,898.35 FEET; THENCE NORTH 1 DEGREE 56 MINUTES 23 SECONDS WEST, ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,315.99 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 43 SECONDS EAST, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1,337.00 FEET; THENCE NORTH 2 DEGREES 14 MINUTES 12 SECONDS WEST, ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,346.28 FEET; THENCE NORTH 2 DEGREES 15 MINUTES 16 SECONDS WEST, ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,338.70 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 25 SECONDS WEST, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.71 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 210; THENCE NORTH 33 DEGREES 50 MINUTES 55 SECONDS EAST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 1,972.03 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 2,814.79 FEET; THENCE ON SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7 DEGREES 39 MINUTES 00 SECONDS, AN ARC DISTANCE OF 375.82 FEET; THENCE NORTH 41 DEGREES 29 MINUTES 55 SECONDS EAST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 4,451.43 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 2,341.83 FEET; THENCE ON SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ON SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16 DEGREES 17 MINUTES 00 SECONDS, AN ARC DISTANCE OF 665.54 FEET; THENCE NORTH 25 DEGREES 12 MINUTES 55 SECONDS EAST, ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 466.13 FEET TO THE POINT OF A CURVE TO THE RIGHT WITH RADIUS OF 2,241.83 FEET; THENCE ON SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ON SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 06 MINUTES 30 SECONDS, AN ARC DISTANCE OF 552.02; THENCE NORTH 39 DEGREES 19 MINUTES 25 SECONDS EAST, ON SAID RIGHT OF WAY LINE, 462.57 FEET TO THE POINT OF BEGINNING.

PARCEL "C"

A PARCEL OF LAND SECTION 33, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, CONTAINING 27.35 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 WITH THE SOUTHEAST RIGHT OF WAY LINE OF STATE ROAD NO. 210, A 100 FOOT WIDTH RIGHT OF WAY LYING 50 FEET ON EACH SIDE OF THE CENTER LINE OF SAID ROAD; THENCE NORTH 42 DEGREES 38 MINUTES 10 SECONDS EAST, ON SAID RIGHT OF WAY LINE, 144.03 FEET TO THE POINT OF A CURVE TO THE LEFT WITH RADIUS OF 2,914.79 FEET; THENCE ON SAID RIGHT OF WAY LINE AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8 DEGREES 46 MINUTES 15 SECONDS, AN ARC DISTANCE OF 445.35 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 55 SECONDS EAST, ON SAID RIGHT OF WAY LINE, 1,006.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 25 SECONDS EAST, ON THE SOUTH LINE OF A 60 FOOT WIDTH STRIP OF LAND, 117.49 FEET; THENCE SOUTH 2 DEGREES 05 MINUTES 00 SECONDS EAST, ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1,951.82 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES 37 SECONDS WEST, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 665.18 FEET; THENCE NORTH 1 DEGREE 57 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 674.06 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 32 SECONDS WEST, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 432.61 FEET TO THE POINT OF BEGINNING.

[END DESCRIPTION OF PARCEL 85-2-4]

SEE NEXT FOLLOWING PAGE FOR CONTINUATION

ORDINANCE BOOK 29 PAGE 517

ORDINANCE BOOK 28 PAGE 871

EXHIBIT A
(Continued)

O.P. 831 PM 1739

P.U.D. OFF. REC.

BOOK P PAGE 212

PARCEL 85-2-6:

The South 1/4 of Section 4, the Southeast 1/4 of the Southeast 1/4 of Section 5, and all of Section 9, Township 3 South, Range 27 East, St. Johns County, Florida and being more particularly described by Metes and Bounds as follows:

Beginning at a found concrete monument at the common corner to Sections 4, 5, 8, 9; thence South 89°26'33" West along and with the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 5, a distance of 1343.292 feet to a found concrete monument and also being the Southwest corner thereof;

thence North 0°41'50" West along and with the West line of said Southeast 1/4 of the Southeast 1/4 of said Section 5 a distance of 1341.707 feet to a found concrete monument said point also being the Northwest corner thereof;

thence North 89°26'13" East along and with the North line of said Southeast 1/4 of the Southeast 1/4 of said Section 5 to its intersection with the East line of said Section 5, said point being a found concrete monument and the Northeast corner thereof;

thence North 89°34'05" East along and with the North line of the South 1/4 of Section 4 to its intersection with the East line of said Section 4, said point being a found concrete monument and also being the Northeast corner thereof;

thence South 0°47'51" East along and with the East line of said Section 4 a distance of 1341.241 feet to a set concrete monument, said point being the Southeast corner of said Section 4 and also being the Northeast corner of Section 9;

thence South 03°45'35" East along and with the East line of said Section 9 a distance of 3380.919 feet to a found concrete monument, said point being the Southeast corner of said Section 9 and also being the common corner to Sections 10, 15 & 16;

thence along and with the South line of said Section 9 a distance of 5420.391 feet to a found concrete monument, said point being the Southwest corner of said Section 9 and also being the common corner to Sections 8, 16 & 17;

thence North 02°44'00" West along and with the West line of said Section 9 a distance of 2706.857 feet to a found iron pipe, said point being the West 1/4 corner of said Section 9;

thence North 02°44'18" West along and with the West line of said Section 9 a distance of 2676.126 feet to the Point of Beginning and containing 668.342 acres of land, more or less.

[END DESCRIPTION PARCEL 85-2-6]

ORDINANCE BOOK 29 PAGE 518

SEE NEXT FOLLOWING PAGE

28 PAGE 512
ORDINANCE BOOK

EXHIBIT "A", continued

P. H. D. OFF. REC.

BOOK P PAGE 213

O.R. 831 P# 1740

PARCEL 85-2-7:

All of fractional Section 17, Township 8 South, Range 27 East, St. Johns County, Florida and being more particularly described by Metes and Bounds as follows;

Beginning at a found concrete monument, said point being the Northeast corner of said Section 17 and the common corner to Sections 8, 9 and 16;

Thence South 02 deg. 38 min. 14 sec. East along and with the East line of said Section 17 to its intersection with the Northeastly line of Section 39 (The Francis P. Fatio Grant Line) a distance of 2318.291 feet to a concrete monument; Thence North 40 deg. 21 min. 13 sec. West along and with said Northeastly line of Section 39 a distance of 2719.805 feet to a found concrete monument;

Thence North 40 deg. 45 min. 15 sec. West along and with said Northeastly line of said Section 17 a distance of 296.817 feet to a found concrete monument;

Thence North 89 deg. 25 min. 54 sec. East along and with the North line of said Section 17 a distance of 1848.279 feet to the Point of Beginning and containing 49.087 acres of land, more or less.

PARCEL 85-4-3:

All of those lands lying and being in St. Johns County, Florida, aggregating 153.135 acres, more or less, being bounded on the West by the railroad right-of-way of the Florida East Coast Railroad, on the North by the right-of-way of Dutil Papper Road, on the East by the right-of-way of U. S. Highway No. 1 and on the South by the North line of Section 31, Township 8 South, Range 30 East, as more particularly depicted upon survey dated April 3, 1973 prepared for ITT Community Development Corp. by Phillips, Wine and Phillips, Inc., a copy of said survey map being attached hereto as Exhibit I.

ORDINANCE BOOK 28 PAGE 873

ORDINANCE BOOK 29 PAGE 519

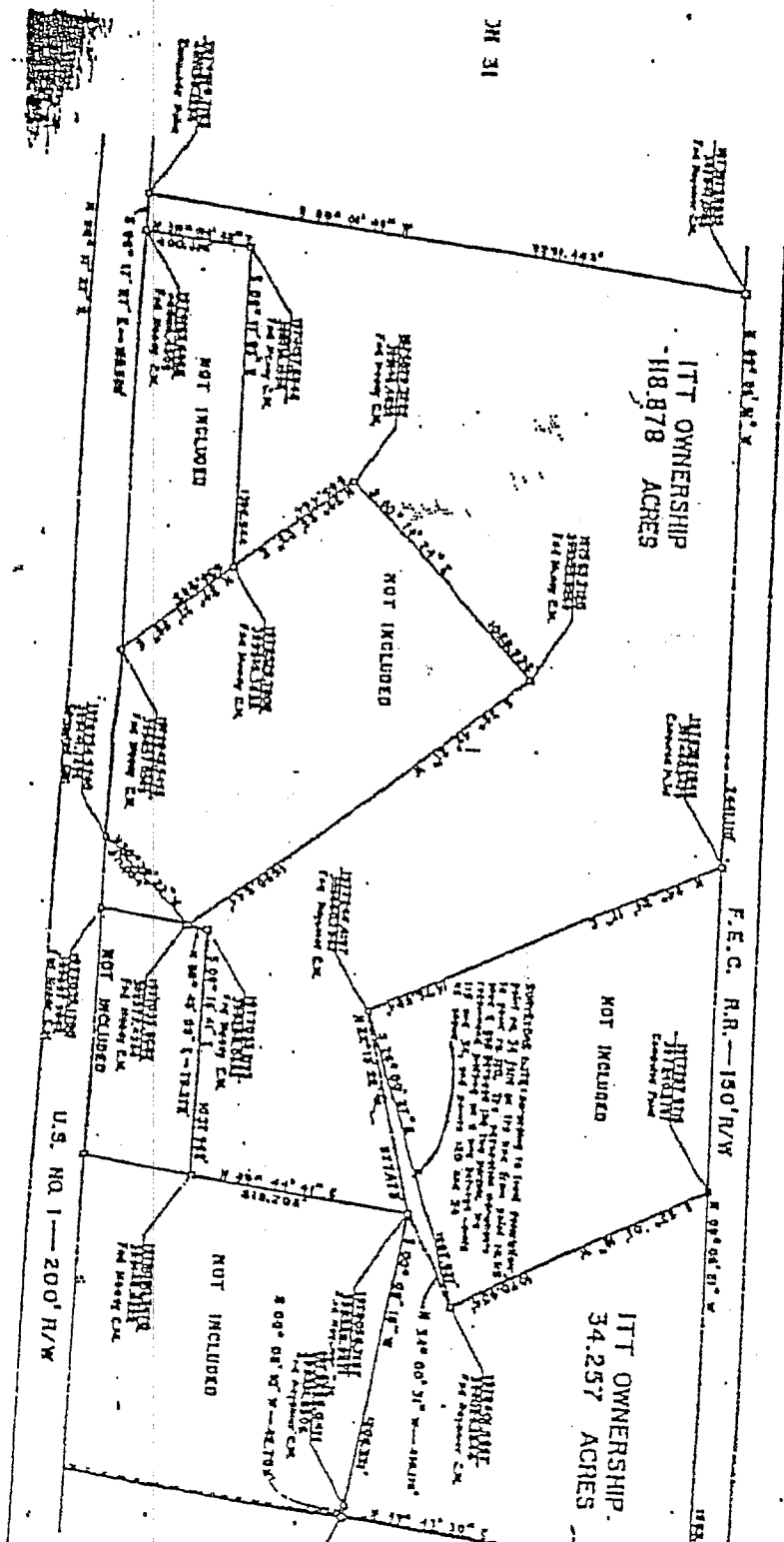
SEE NEXT FOLLOWING PAGE FOR CONTINUATION

EXHIBIT A
(Continued)

O.R. 831 PG 1741

EXHIBIT A, Attached to and being a part of Parcel 83-4-3 and depicting the lands described in Parcel 83-4-3.

P.U.D. OFF. REC.
BOOK P PAGE 214



SECTION 45, TOWNSHIP 8 SOUTH, RANGE 30 EAST
ST. JOHNS COUNTY, FLA.

SEE NEXT FOLLOWING
PAGE FOR CONTINUATION
OF EXHIBIT "A".

ORDINANCE BOOK 29 PAGE 520

EXHIBIT A
(Continued)

O.R. 831 PG 1742

P. H. D., OFF. REC.
BOOK P PAGE 215PARCEL 85-4-5:

A parcel of land lying in Sections 4, 5, 8 and 47, Township 10 South, Range 30 East, Tallahassee Meridian, St. Johns County, Florida, and being more particularly described as follows:

Beginning at the intersection of the southerly right-of-way of State Road 204 with the East line of said Section 5, run N 85 deg. 30 min. 01 sec. E along the Southerly right-of-way line a distance of 344.73 feet to the Northwest corner of lands described in O.R. Book 419, Page 710; thence S 07 deg. 55 min. 43 sec. E a distance of 1,337.71 feet to the Southwest corner of lands described in O.R. Book 419, Page 710; thence S 89 deg. 38 min. 11 sec. W along South line of said Section 4 a distance of 512.56 feet to the Easterly line of said Section 47; thence S 31 deg. 45 min. 53 sec. E along the East line of said Section 47 a distance of 1,689.23 feet to the center line of Pellicar Creek and the Southerly boundary of St. Johns County; thence along the center line of Pellicar Creek and the Southerly boundary of St. Johns County following courses; S 25 deg. 56 min. 04 sec. E, 107.13 feet; thence S 8 deg. 03 min. 20 sec. W, 181.11 feet; N 64 deg. 20 min. 50 sec. W, 173.70 feet; thence N 82 deg. 03 min. 29 sec. W, 158.96 feet; thence S 84 deg. 06 min. 27 sec. W, 98.94 feet; thence S 36 deg. 11 min. 44 sec. W, 178.00 feet; thence N 59 deg. 27 min. 26 sec. W, 215.8 feet; thence N 78 deg. 15 min. 55 sec. W, 244.11 feet; thence N 85 deg. 30 min. 39 sec. W, 151.78 feet; thence N 84 deg. 21 min. 01 sec. W, 299.50 feet; thence S 88 deg. 54 min. 18 sec. W, 293.12 feet; thence N 68 deg. 31 min. 15 sec. W, 341.04 feet; thence N 13 deg. 23 min. 10 sec. W, 186.08 feet; S 83 deg. 57 min. 50 sec. W, 209.09 feet; thence N 47 deg. 07 min. 32 sec. W, 203.93 feet; thence N 82 deg. 42 min. 46 sec. W 196.72 feet; thence N 83 deg. 43 min. 42 sec. W, 285.02 feet; thence N 85 deg. 04 min. 05 sec. W, 231.94 feet; thence S 87 deg. 05 min. 44 sec. W, 176.61 feet; thence S 49 deg. 58 min. 25 sec. W, 171.51 feet to the Southwest corner of lands described in O.R. Book 622, Pages 1300-1301; thence North 1,086.96 feet to the Southerly boundary of said Section 8; thence continue North 232.55 feet to the Northerly boundary of said Section 5; thence North a distance of 1,119.52 feet to the Southerly right-of-way line of State Road 204 and the Northeast corner of lands described in O.R. Book 622, Pages 1300-1301; thence N. 86 deg. 30 min. 01 sec. E a distance of 2,496.93 feet to the Point of Beginning.

Parcel contains 189.34 acres more or less.

Subject to a 33 foot ingress and egress easement recorded in O.R. Book 456, Page 569.

[END DESCRIPTION OF PARCEL 85-4-5]

SEE NEXT FOLLOWING PAGE FOR CONTINUATION OF
EXHIBIT "A".

ORDINANCE BOOK 29 PAGE 521ORDINANCE BOOK 28 PAGE 215

PARCEL 85-4-6

O.R. 831 PG 1743

A parcel of land lying in Sections 3 and 4, Township 10 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows:

From a monument marking the intersection of Sections 4, 33, 44 and 46 bear S. 01° 07' 06" W. along a line between Sections 4 and 44 a distance of 560.19 feet; thence N. 88° 13' 16" W. along the south line of Section 44 a distance of 732.71 feet to a monument between said Sections 3 and 4; thence N. 88° 31' 33" W. along the south line of Section 44 a distance of 1803.99 feet to a monument marking the intersection of Sections 3, 38, 44 and 46; thence S. 14° 13' 23" W. along the west line of Section 3 a distance of 1393.33 feet to the mean high water line of Pellicer Creek; thence along said mean high water line the following courses; S. 70° 03' 42" W. a distance of 207.73 feet; thence S. 46° 42' 45" W. a distance of 353.64 feet; thence S. 13° 10' 06" W. a distance of 208.44 feet; thence S. 30° 13' 38" W. a distance of 149.82 feet; thence S. 89° 03' 40" W. a distance of 53.44 feet to a point on the south line of the Northwest 1/4 of said Section 3; thence S. 89° 03' 40" W. along the said south line of the Northwest 1/4 of Section 3 a distance of 1687.52 feet to the east 1/2 corner of said Section 4; thence S. 01° 01' 23" W. along the east line of said Section 4 a distance of 471.33 feet to a point on a curve of the westerly right-of-way line of the 66 foot right-of-way of State Road 204, being a non-radial intersection; thence along the said westerly right-of-way of State Road 204 and along a curve to the left having for its elements a radius of 463.49 feet, a central angle of 32° 42' 30" W., a chord bearing of S. 13° 57' 36" W. a chord distance of 281.06 feet and an arc length of 264.64 feet; thence S. 02° 23' 49" W. a distance of 154.60 feet; thence S. 87° 36' 11" W. a distance of 17 feet (the point at which the right-of-way of State Road 204 changes from 66 feet to 100 feet) to a point of curvature; thence along a curve to the right having for its elements a radius of 79.49 feet, a central angle of 83° 04' 16" W., a chord bearing of S. 41° 38' 19" W. a chord distance of 110.51 feet and an arc length of 122.19 feet; thence S. 85° 40' 27" W. along the northerly right-of-way of State Road 204 a distance of 774.80 feet to a point of curvature; thence along a curve to the right having for its elements a radius of 1093.93 feet, a central angle of 43° 49' 43" W., a chord bearing of N. 71° 24' 41" W., a chord distance of 862.44 feet and an arc length of 876.62 feet; thence N. 48° 29' 43" W. along said northerly right-of-way of State Road 204 a distance of 2386.50 feet to a point of curvature; thence along a curve to the left having for its elements a radius of 528.34 feet, a central angle of 32° 44' 40" W., a chord bearing of N. 64° 32' 08" W., a chord distance of 297.85 feet and an arc length of 301.93 feet; thence N. 16° 18' 26" W. a distance of 436.29 feet; thence S. 73° 34' 43" W. a distance of 200.25 feet to the easterly right-of-way of U.S. Highway No. 1; thence N. 16° 19' 22" W. along said easterly right-of-way of U.S. Highway No. 1 a distance of 1212.46 feet to the north line of said Section 4; thence N. 89° 16' 31" W. along the said north line of Section 4 a distance of 2027.10 feet to the North 1/2 corner of said Section 4; thence N. 89° 18' 09" W. along the said north line of Section 4 a distance of 1838.90 feet to the Point of Beginning.

Parcel contains 266.186 acres more or less.

Less and except the following described parcel:

From a monument marking the intersection of said Section 3 and Sections 38, 44 and 46, bear S. 14° 13' 23" W. along the westerly line of Section 38 a distance of 442.13 feet; thence S. 40° 45' 40" W. along the southerly right-of-way of State Road 204 a distance of 2215.22 feet to a point on the south line of the Northwest 1/4 of said Section 3; thence S. 89° 03' 40" W. along the south line of the Northwest 1/4 a distance of 88.40 feet; thence N. 40° 45' 40" W. along the northerly right-of-way of State Road 204 a distance of 2320.27 feet to the Point of Beginning.

Parcel contains 3.416 acres more or less.

[END DESCRIPTION OF PARCEL 85-4-6]

SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF EXHIBIT "A".

ORDINANCE BOOK 29 PAGE 522

ORDINANCE BOOK 28 PAGE 876

PARCEL 85-4-7:

OR1848PG 53

A parcel of land lying in Section 5 and 6, Township 9 South, Range 30 East, St. Johns County, Florida, and being more particularly described as follows.

Commences at the Northwest corner of said Section 5; thence bear S 00 deg. 43 min. 13 sec. E to a point on the South right-of-way of State Road 206 (having a 200 foot right-of-way) a distance of 152.85 feet to the Point of Beginning of this description; thence continue S 00 deg. 43 min. 13 sec. E along the West line of said Section 5 to the Southwest corner of the NW 1/4 of the NW 1/4 of Section 5 a distance of 1,061.82 feet; thence N 89 deg. 17 min. 22 sec. E to the Southeast corner of the NW 1/4 of the NW 1/4 of Section 5 a distance of 1,320.02 feet; thence N 00 deg. 50 min. 58 sec. W along the East line of the NW 1/4 of the NW 1/4 of Section 5 to a point on the West right-of-way of State Road 206 a distance 1,064.13 feet; thence N 89 deg. 11 min. 22 sec. E along said right-of-way a distance of 6.72 feet to a Rayonier concrete monument marking the Northwest corner of lands described in O.R. Book 515, Pages 694, 695 and 696; thence S 00 deg. 43 min. 08 sec. E a distance of 1,185.92 feet along said West line of lands described in O.R. Book 515, Pages 694, 695 and 696; thence N 89 deg. 11 min. 22 sec. E a distance of 687.57 feet along the South line of lands described in O.R. Book 515, Pages 694, 695 and 696 to the Easterly and Southerly top of slope of a timber grade the following courses; thence S 25 deg. 02 min. 13 sec. E, 991.80 feet; thence S 46 deg. 47 min. 46 sec. E, 869.09 feet; thence S 21 deg. 58 min. 57 sec. E 829.03 feet to a point of curvature to the right, having a central angle of 70 deg. 09 min. 02 sec. a radius of 150.00 feet and a length of 183.65 feet to the point of tangency; thence S 48 deg. 10 min. 06 sec. W, 476.72 feet; thence S 19 deg. 29 min. 22 sec. W, 510.80 feet; thence S 10 deg. 51 min. 35 sec. W 1,191.40 feet; thence S 75 deg. 02 min. 29 sec. W to a point on the East right of way of U.S. Highway No. 1 (having a 200 foot right of way) a distance of 2,263.93 feet; thence N 14 deg. 30 min. 40 sec. W 3,306.90 feet to a point of curvature to the right having a central angle of 8 deg. 33 min. 13 sec. a radius of 11,377.20 feet and a length of 1,301.34 feet to the point of tangency; thence N 08 deg. 17 min. 27 sec. W along said right of way a distance of 1,241.26 feet; thence N 89 deg. 12 min. 00 sec. E along the South line of lands described in O.R. Book 175, Page 287 a distance of 254.26 feet; thence N 00 deg. 48 min. 16 sec. W along the East line of lands described in O.R. Book 175, Page 287 a distance of 217.83 feet; thence S 89 deg. 11 min. 24 sec. W along the North line of lands described in O.R. Book 175, Page 287 a distance of 72.49 feet; thence N 08 deg. 16 min. 35 sec. W along the East line of land described in O.R. Book 130, Page 177, a distance of 212.81 feet to the South right-of-way of State Road No. 206; thence N 89 deg. 11 min. 22 sec. E along said right of way a distance of 723.65 feet to the Point of Beginning.

Containing 352.005 acres, more or less.

[END DESCRIPTION OF PARCEL 85-4-7]

SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF EXHIBIT "A".

ORDINANCE BOOK 29 PAGE 523

ORDINANCE BOOK 28 PAGE 877

PARCEL 85-4-8:

Parcel A:

A parcel of land lying in Section 1, Township 9 South Range 29 East, St. Johns County, Florida, being more particularly described as follows:

As a point of reference, commence at the West 1/4 corner of Section 1; thence bear N 0 deg. 35 min. 48 sec. W to a point on the Northerly right-of-way of State Road 206 and the Point of Beginning of this description a distance of 235.87 feet; thence continue N 0 deg. 35 min. 48 sec. W a distance of 989.30 feet; thence N 64 deg. 52 min. 24 sec. E a distance of 1,389.26 feet; thence S 25 deg. 07 min. 36 sec. E to a point on said right-of-way of State Road 206 a distance of 900.00 feet; thence S 64 deg. 52 min. 24 sec. W along said right-of-way a distance of 1,800.00 feet to the Point of Beginning.

Containing 32.9469 acres more or less.

Parcel B:

A parcel of land lying in Section 1, Township 9 South Range 29 East, St. Johns County, Florida, being more particularly described as follows:

As a point of reference begin at the West 1/4 corner of Section 1; said point also being the Point of Beginning of this description; thence N 0 deg. 35 min. 48 sec. W to a point on the Southerly right-of-way of State Road 206 a distance of 175.95 feet; thence N 64 deg. 52 min. 24 sec. W along said right-of-way a distance of 1,845.64 feet; thence S 25 deg. 07 min. 36 sec. E a distance of 900.00 feet; thence S 64 deg. 52 min. 24 sec. W to a point on the West line of Section 1, a distance of 2,257.83 feet; thence run N 0 deg. 30 min. 09 sec. W along said Section line a distance of 813.96 feet to the Point of Beginning.

Containing 42.3885 acres more or less.

[END DESCRIPTION OF PARCEL 85-4-8]

THIS SPACE INTENTIONALLY LEFT BLANK

SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF EXHIBIT "A"

ORDINANCE BOOK 59 PAGE 524

ORDINANCE BOOK 59 PAGE 524

EXHIBIT A
(Continued)

P.U.D. OFF. REC.
BOOK 7 PAGE 219

PARCEL 85-4-9:

That certain parcel or tract of land lying in St. Johns County, Florida,
described as follows:

All of Section 14, Township 8 South, Range 29 East, and the Northwest 1/4
of the Southwest 1/4 of Section 13, Township 8 South, Range 29 East, LESS AND
EXCEPT that certain tract in said Section 14, containing 0.230 acres, more or less,
shown on survey for ITT Rayonier Incorporated dated August 19, 1985 by Patrick B.
Walsh & Associates, a copy of which is attached hereto as Exhibit 1.

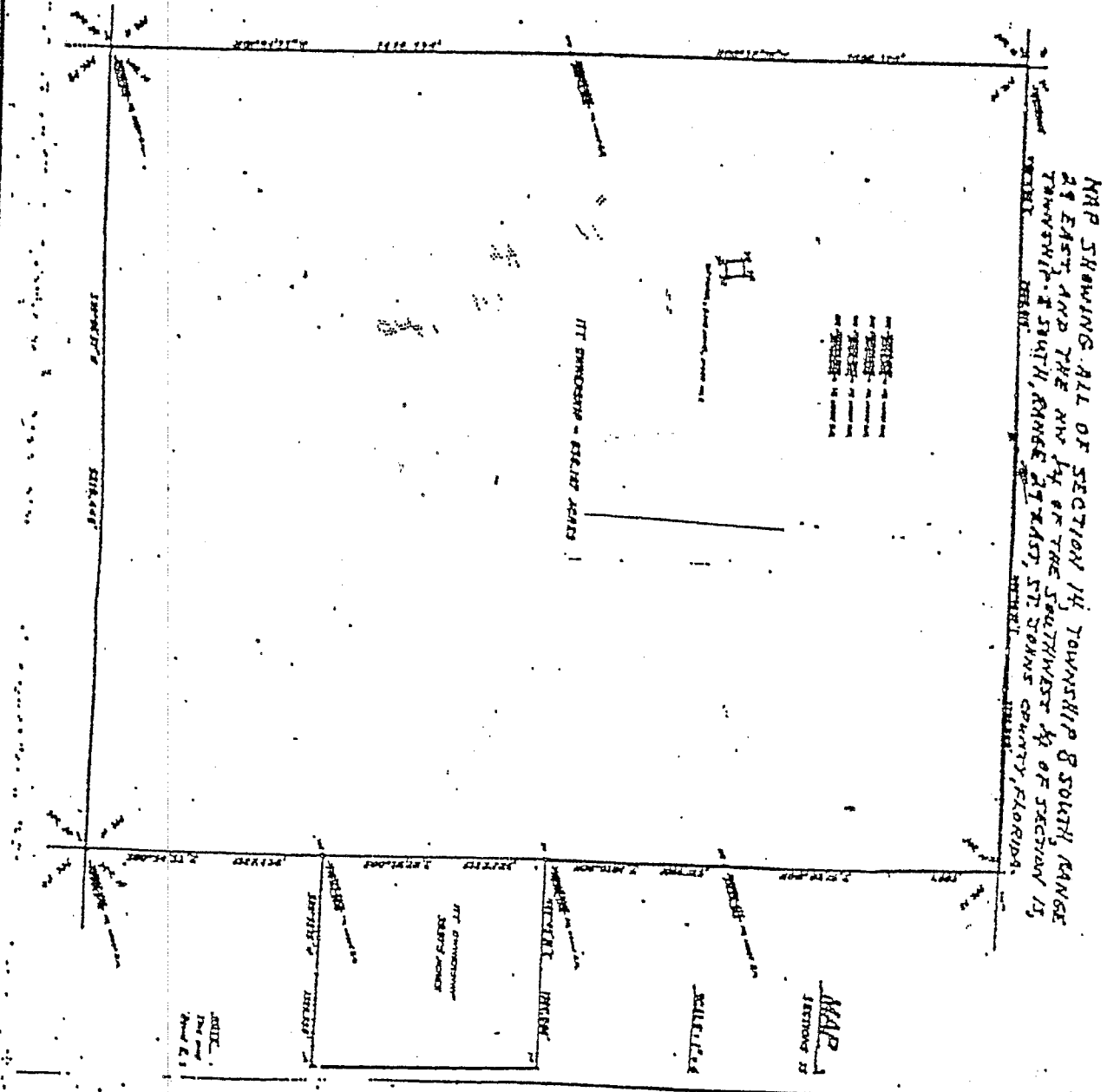
SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF DESCRIPTION OF PARCEL 85-4-9.

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O.R. 831 PD 1747

EXHIBIT I, attached to and being a part of Parcel 63-4-9, depicting the lands described in Parcel 63-4-9.

P. U. D. OFF. REC.
BOOK P PAGE 220



SEE NEXT FOLLOWING PAGE FOR CONTINUATION
OF EXHIBIT "A" DESCRIBING OUT PARCELS

ORDINANCE BOOK 29 PAGE 526

EXHIBIT "A, continued

P. 1848 PG. 57 REC.

BOOK P PAGE 221

LESS AND EXCEPTING FROM ALL OF THE FOREGOING DESCRIBED LANDS THE FOLLOWING TRACTS OR PARCELS OF LAND, AS MORE PARTICULARLY DESCRIBED IN THE FOLLOWING DEEDS RECORDED IN THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA:

- (1) Special Warranty Deed between ITT Rayonier Incorporated and Dunes Golf Enterprises, Inc. recorded in Official Records Book 721, page 1926 of said public records.
- (2) Special Warranty Deed between ITT Rayonier Incorporated and Cordela Properties, Inc., recorded in Official Records Book 757, page 1672 of said records.
- (3) Special Warranty Deed between ITT Rayonier Incorporated and John J. Snyder, as Bishop of the Diocese of St. Augustine, recorded in Official Records Book 722, page 1942 of said records.
- (4) Special Warranty Deed between ITT Rayonier Incorporated and Sunray Utilities, Inc., recorded in Official Records Book 789, page 0194 of said records.
- (5) Special Warranty Deed between ITT Rayonier Incorporated and Charles T. Holland and Marilyn S. Holland, his wife, recorded in Official Records Book 783, page 0455 of said records.
- (6) Parcel 82-4-2, as described at page 1879 of that certain Special Warranty Deed between ITT Rayonier Incorporated and Rayland Company, Inc. recorded in Official Records Book 655, page 1876 of said records.
- (7) Special Warranty Deed between ITT Rayonier Incorporated and Rayland Company, Inc. recorded in Official Records Book 781, page 0751 of said records.
- (8) Special Warranty Deed between ITT Rayonier Incorporated and Benedict Laotta, Elza Laotta, Thomas Migliaccio and Mary Migliaccio recorded in Official Records Book 786, page 0895 of said records.
- (9) Special Warranty Deed between ITT Rayonier Incorporated and The Episcopal Church in the Diocese of Florida, Inc., recorded in Official Records Book 784, page 0332 of said records.
- (10) Special Warranty Deed between ITT Rayonier Incorporated and Jones Homes, Inc., recorded in Official Records Book 766, page 0790 of said records.
- (11) Special Warranty Deed between ITT Rayonier Incorporated and Florida Kentucky Timberlands, Inc., recorded in Official Records Book 724, page 1696 of said records.
- (12) Special Warranty Deed between ITT Rayonier Incorporated and John Charles Schwab and Merton Dibble, as recorded in Official Records Book 748, page 2003 of said records.
- (13) Special Warranty Deed between ITT Rayonier Incorporated and South Loop Properties, Inc., recorded in Official Records Book 767, page 1531 of said records.
- (14) Special Warranty Deed between ITT Rayonier Incorporated and Harry H. Waldron, James E. Smeland and Lewis R. Kanton, as recorded in Official Records Book 748, page 1994 of said records, as corrected by Corrective Special Warranty Deed recorded in Official Records Book 802, page 825 of said records.
- (15) Special Warranty Deed between ITT Rayonier Incorporated and Wildwood Pines Properties, recorded in Official Records Book 758, page 803 of said records.

ORDINANCE BOOK 28 PAGE 881

ORDINANCE BOOK 29 PAGE 527

EXHIBIT "A, continued

P. U. D. OFF. REC.

BOOK P PAGE 222

- (16) Special Warranty Deed between ITT Rayonier Incorporated and Daniel M. Thomas, Reginald A. Mercer, Herbert M. King, Jerry S. Coles and Keith P. Hays, recorded in Official Records Book 748, page 1991 of said records.
- (17) Special Warranty Deed between ITT Rayonier Incorporated and Robert D. Frawley, Rodney W. Frawley and Robert W. Frawley, recorded in Official Records Book 752, page 1786 of said records.
- (18) Special Warranty Deed between ITT Rayonier Incorporated and Warnok R. Tedder and Beverly H. Tedder, his wife, recorded in Official Records Book 741, page 276 of said records.
- (19) Special Warranty Deed between ITT Rayonier Incorporated and Sunray Utilities, Inc., recorded in Official Records Book 770, page 1734 of said records.
- (20) Special Warranty Deed between ITT Rayonier Incorporated and South Loop Properties Partnership, a Florida General Partnership, recorded in Official Records Book 805, page 604 of said records.
- (21) Special Warranty Deed between Rayonier Timberlands Operating Company, L. P., Limited Partnership and South Loop Properties Partnership, a Florida General Partnership, recorded in Official Records Book 805, page 3 of said records.
- (22) Special Warranty Deed between ITT Rayonier Incorporated and Sunray Utilities, Inc., recorded in Official Records Book 815, page 173 of said records.
- (23) Quit-claim Deed between ITT Rayonier Incorporated and Mark M. Roberts recorded in Official Records Book 251, page 104 of said records.
- (24) Special Warranty Deed between ITT Rayonier Incorporated and Carl B. Loop, Jr., recorded in Official Records Book 700, page 1798, as corrected by Corrective Deeds recorded in Official Records Book 795, page 1553 and Official Records Book 819, page 541 of said records.
- (25) Special Warranty Deed between ITT Rayonier Incorporated and Sunray Utilities, Inc., dated March 17, 1989 and recorded in Official Records Book 818, page 1270 of said records.

1989 SEP 15 PM 4:37

89 SEP 15 PM 4:37

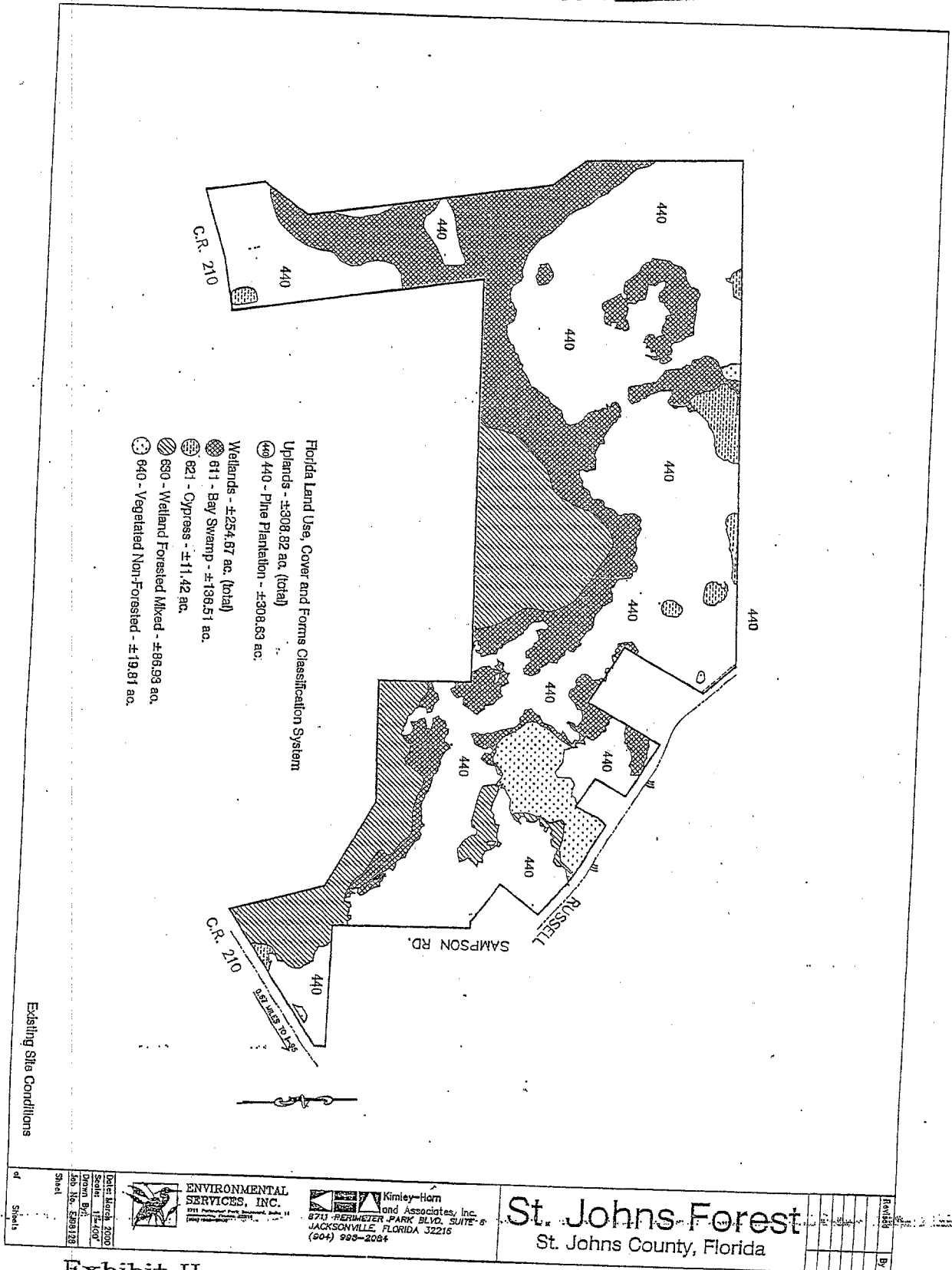
CLERK OF CIRCUIT COURT

ORDINANCE BOOK 29 PAGE 528

END EXHIBIT "A"

ORDINANCE BOOK 28 PAGE 882

P.D. OFF. REC.
BOOK P PAGE 223



P. I. D. OFF. REC.
BOOK P PAGE 224

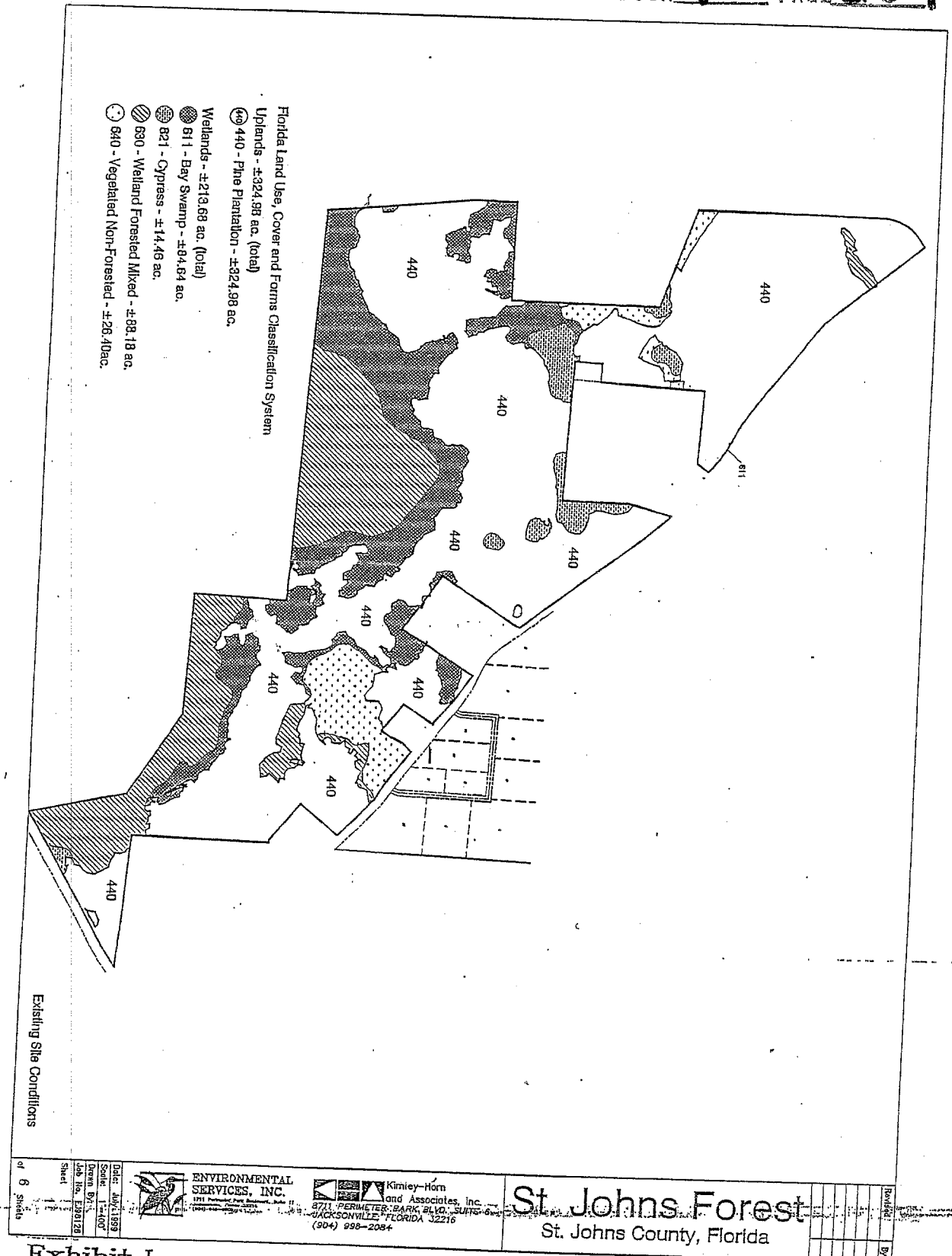


Exhibit I
FLUCCS Map

ORDINANCE BOOK 29 PAGE 530 ORDINANCE BOOK 28 PAGE 884

OR1848PG 61

Exhibit J

AGREEMENT TO COMPLYP.U.D. OFF. REC.
BOOK P PAGE 225

I, the undersigned, do hereby agree to proceed with the St. Johns Forest Development Planned Unit Development in accordance with the adopted PUD and such conditions and safeguards as may be set by the Board of County Commissioners of St. Johns County, Florida, in such Ordinance. All owners within the PUD, through their authorized agents, have agreed to the written narrative for completion of the PUD (to which this Agreement is an exhibit) according to plans approved by the Board of County Commissioners, and for continuing operation and maintenance of such area, functions, and facilities. In addition, I agree to bind all successors in title to any of the commitments made in this Application or the ordinance adopting the Planned Unit Development.

Agreed to this 29 day of February, 2000.

TAYLOR WOODROW COMMUNITIES

By: [Signature]
Name: Keith E. Bass
Its: Regional Director

HAUSER\Client Matters\Taylor Woodrow\St. Johns Forest\Misc\Agreement to comply.wpd

ORDINANCE BOOK 29 PAGE 531

ORDINANCE BOOK 28 PAGE 885

P. H. D. OFF. REC.
BOOK 1 PAGE 226

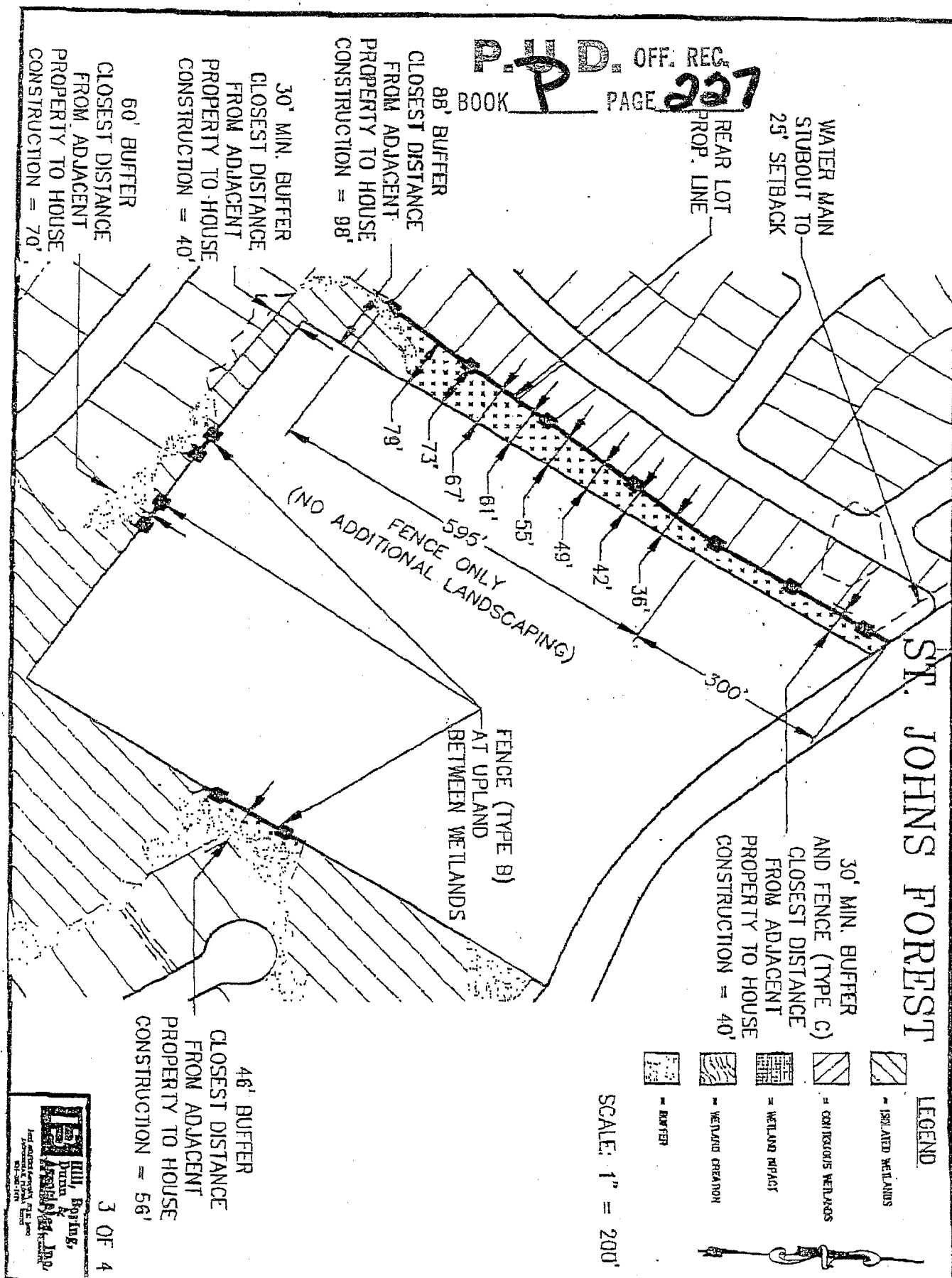


RWP-1 DATE STA	1210	RUSSELL SAMPSON ROAD	 Hill, Boring, Dunn & Associates, Inc. <small>CIVIL ENGINEERS / LAND PLANNERS</small>	DESIGNED BY: VNC			REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 50%;">DESCRIPTION</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																																				
		NO.		DATE				DESCRIPTION	BY																																						
DRAWN BY: RE	CHECKED BY: V. DUNN																																														
SCALE: 1" = 200'	DATE: JUNE, 2002																																														
PROJ. NO.: 9805-924																																															
ST. JOHNS COUNTY, FLORIDA RIGHT-OF-WAY PLAN		7850 BELFORT PARKWAY, SUITE 1400 JACKSONVILLE, FLORIDA 32226 904-221-1121		VANCE F. DUNN REGISTERED ENGINEER ENG. REG. NO. 34902																																											

Exhibit "K"

ORDINANCE BOOK 28 PAGE 886

ORDINANCE BOOK 29 PAGE 53



0R1848PG 64

John's Forest

Vegetative Buffer - Type "B"

NOT TO SCALE

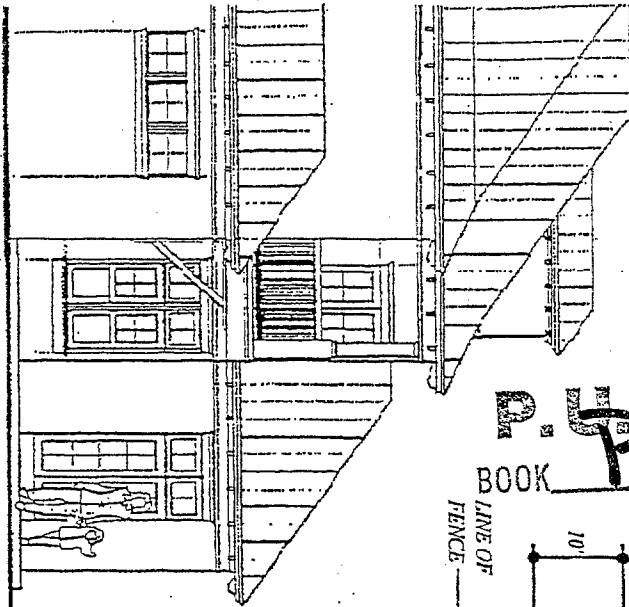
ERVIN LOVETT & MILLER
Planning, Architecture, Landscape Architecture, Urban Design

7-11-07

PROPOSED RESIDENCE

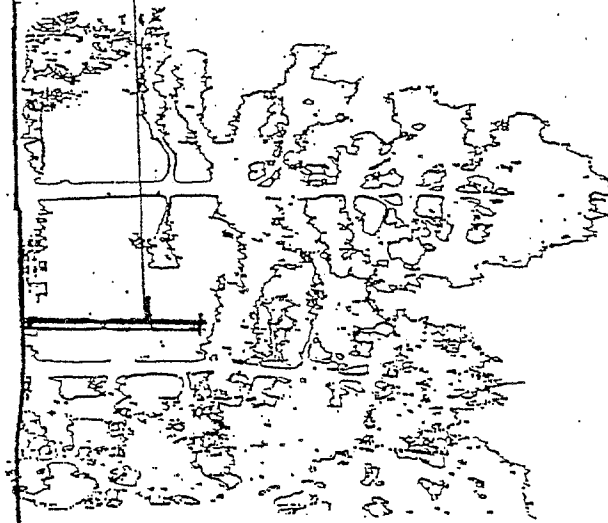
20' BUFFER - EXISTING
VEGETATION/SUPPLEMENTAL
BUFFER PLANTING*

OUT PARCEL

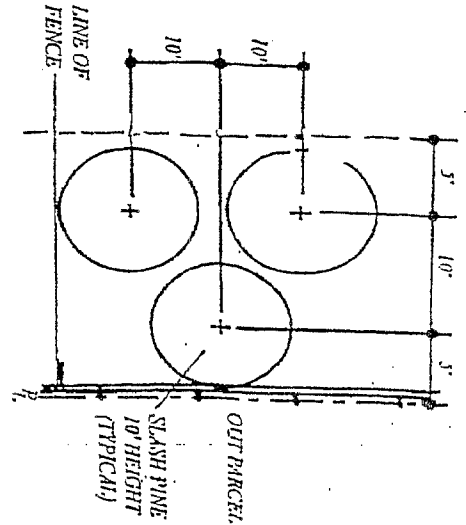


SUPPLEMENTAL BUFFER
PLANTING PLAN

6" DOG-EARED, BOARD ON
BOARD WOOD FENCE



P.L.D. OFF. REC.
BOOK P PAGE 228



*SUPPLEMENTAL BUFFER PLANTING WILL
OCCUR IN BUFFER AREAS WHERE Voids
IN EXISTING TREE CANOPY IS GREATER
THAN 50'.

ORDINANCE BOOK 29 PAGE 52

ORDINANCE BOOK 28 PAGE 388

Composite
Exhibit "L"

P.L.D. OFF. REC.
BOOK P PAGE 229

John's Forest

Lake Buffer - Type "A"

NOT TO SCALE

7-11-07

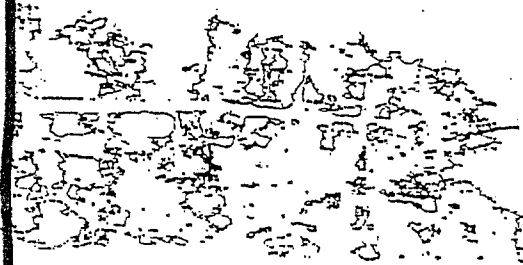
ERVIN LOVETT & MILLER
Planning, Architecture & Landscape Architecture-Urban Design

LAKE

4:1 SLOPE AT LAKE BANK

20' BUFFER

OUT PARCEL



Composite
Exhibit "L"

ORDINANCE BOOK 29 PAGE 535

ORDINANCE BOOK 28 PAGE 889

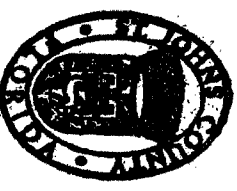
0 R 1848 P G 66

John's Forest

Vegetative Buffer - Type "C"

ERVIN LOVETT & MILLER
Planning Architecture Landscapes Architecture Urban Design
NOT TO SCALE
7-11-01

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 13th DAY OF November, 20 02.
CHERYL STRICKLAND, CLERK
Ex-Officio Clerk of the Board of County Commissioners
BY: Cheryl Strickland D.C.



Composite Exhibit "L"

ORDINANCE BOOK 29 PAGE 536 ORDINANCE BOOK 28 PAGE 890

PROPOSED RESIDENCE

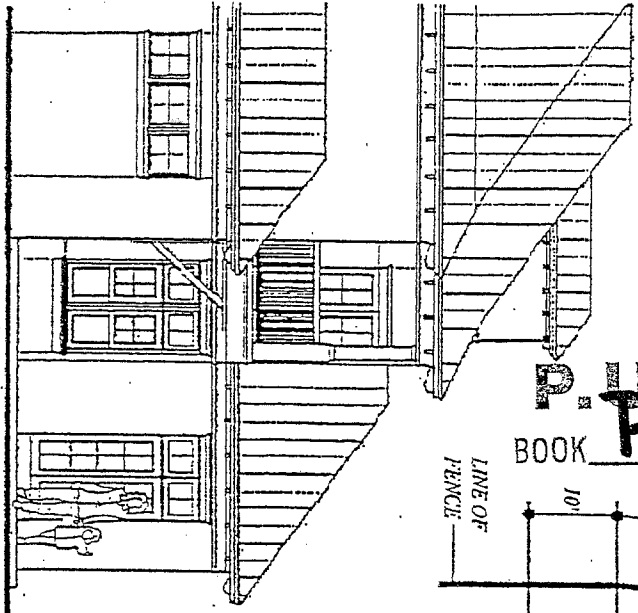
30' BUFFER - EXISTING VEGETATION/SUPPLEMENTAL BUFFER PLANTING*

OUT PARCEL

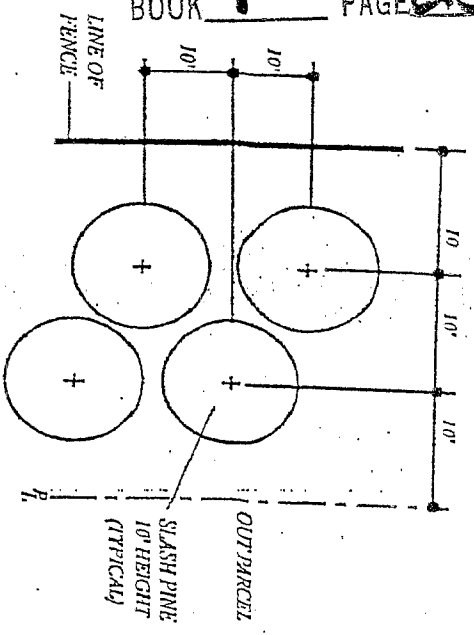
FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHNS COUNTY FL

02 AUG 20 AM 10: 26

CHERYL STRICKLAND
CLERK OF COURTS



SUPPLEMENTAL BUFFER PLANTING PLAN



P. U. D. OFF. REC
BOOK P PAGE 23

*SUPPLEMENTAL BUFFER PLANTING WILL OCCUR IN BUFFER AREAS WHERE VODS IN EXISTING TREE CANOPY IS GREATER THAN 50%.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF August 20 02
CHERYL STRICKLAND, CLERK
Ex-Officio Clerk of the Board of County Commissioners

BY: Patricia De Grande D.C.

