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DECLARATION OF COVENANTS AND RESTRICTIONS<br>FOR<br>SAINT JOERNS - NORTHWEST MASTER

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## DECLARATION <br> COVENANTS AND RESTRICTIONS <br> FOR <br> SAINT JOFNS - NORTHWEST MASTER

THIS DECLARATION, made this $24^{\pi}$ day of, TuLy, 1996, by SJH PARTNERSHIP, LTD. (the "Develcper"), which declares that the real property described on Exhibit $A$ attached hereto and made a Eart hereof (the "Property"), whicin is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject tó the cuvenants, restrictions, easements, charges, liens and all other matters set Eorth in tinis Declaration which shall be deened to be covenants running with the title to the property and shall be binding upon the Developer and all parties having or zcquiring any right, title or interest in the Property or any part tiereof.

ARTICLEI
MUTUAGIT: OF GENEFIT AND OBSIGATIOR
Section 1.1 Mutuality. The covenarts, restrictinns, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the froperty, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to rrezte reciprocal rights among the respective Owners, and to create privicy of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successnrs and assigns.

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

## ARTICLE II 는InITIONS

The following words, wher used in chis Deciaration shall have the following meanings:

Section 2.1 Association. The Saint Johns Northwes: Master Association, Inc., a florida corporacion nct-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Byrlaws ( A (ne "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are atcached as Exhibits $B$ and $C$, respectively.
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Section 2.2 Building Sice Each separate parcel of land witinin the Property, other than the Lots and the Golf Course Parcels, as hereaffer conveyed or designated by the Developer, consisting of an irregral unit of land suitable for development by construction of improvements designed for office, retail, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or sther similar use. No Building Site shall include any portion of the Common Acea owned in fee simple by the Association.

Section $2 . j$ Commercial Improvement. Any proposed or completed improvements locared or, over, under or within any portion of the property that is not a lot or Golf Course Pazal., and which is intenced for use and designed to accominodzee pubiic. commercial, governmental or business enterprises to serve residents of the property or the public, including but not limited to, business and professional offices, facilities for the recail or wholesale sale of gocds and strvices, warehouses, banks and other finarcial instirutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurarts, convenience stcres, and gasoline stations.

Section 2.4 Common Area. All real property (including easements, licenses and rights to use or maintain real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use and enjoyment of the owners by reference thereto in lhis Section 2.4, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the Surface water or stormwater Management system and the real property (and interests therein) more particularly described on Exhibit $D$ attached hereto and made a よurt hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.5 Developex, SJH Partnership, Ltd. and ics successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in cornection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but. may exercise such rights of Developer spectifically assigned to it. Any such assignment may be made on a nor-exclusive basis. Reference in this Declaration to $S J H$ Partnership. Ltd. as the Developer of the Property is not intendec and shall not be construed, to imposa upon SJH Partnership, Ltd. any obligations,
legal or otherwise, for the acts or omissions of third parcies who purchase lots or parcels within the property from suH Partnership. Ltd. anc develop and resell the same.

Section 2.6 Golf Course parcel. Any portion of the property intended or designated for use as a golf course, including without limitation, all tee areas, fairways, greens, driving ranges, shelter or restroom facilities, rough areas, buffer areas, lardscaped areas, clubhouses, golf cart ard equipment storage builajngs, and parking lots located therein. No Golf Course Parcel shall include any Building Site, Lot, or any poxtion of the Common Area owned in fee simple by the Association.

Section 27 Eot. Each platted lot Iocated within the Property which is designated by the Developer by recorded cuvenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simpie by the Association.

Section 2.8 Multi-family Improvements. Any proposed or completed improvements located within the proverty intended and designed for use as two or mnre attached residential dwelling units including without limitation, any condominium units, townomes, apartment units, cooperative apartments, or duplex units. regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.9 owner. The record owner of any Lot, Building Site, or Golf Course Parcel.

Section 2.10 Property. The real property described on the attached Exhibit $A$ and such additions and deletions thereto as may be made in accordance with the provisions of sections 3.2 and 3.3 of this Declaratior.

Section 2.11 Fesidential Dwelling Unic. Any improved portion of the Property located upon a Iot and intended for ise as a single family residential dwelling. The term Residential Dwelling Unit shall not, however, mean or refer to any multi-family residential dwellings, including condominium units, cownhouse unjits, apartment units, Cuplexes, or other attachea residential dwelling units.

Section 2.12 subsssociation. Any residential or commercial property owners or condominium association formed as a florida nonprofit corporation whose members are comprised of owners, except that the Association and St. Johns Northwest Commercial Property Owners Association, Inc., a Florida non-profit corporation, shall not be considered Subassociations for purposes of this Declaration.

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Further, in the event any group of Owners shall be members of more than one residertial or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Associations Board of Directors in its sole discretion shall. designate only one such property owners association which shall be deemed a Subassociatior for purposes of this Declaration.

Section 2.13 Surface Water of Scormater Management System. A system which is designed and constructed or implemented vithin the Property to concrol discharges which are necessitated by rairfall events, incorporating methods to collect, convey, store. absorb, inhibil, traat, use or reuse water to prevent or reduce Flooding, overdrainage, environmental degradarion, and water pollution or otherwise affect the ouantity and quality of discharges from the system, as permitted pursuant to cinapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

## AKTICLE III

RROPERTY SUBJECT TO TAIS DECLARATION: ADDITIOINS SND DELETIONS THEREFROM

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

Section 3.2 Adeiteional Inands. Eeveloper may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration from time to time provided only that (a) any additional land siojected to this Declaration (or its assessment provisions) shal: be contiguous to the Property thon subject to this Leclaration (for purposes of this Section 3.2, property separated only by public or private roads. water bodiea, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions)
shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article $V$ of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns Ccunty, Fiorida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reseives the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessmenic provisiors) fursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 Withdrawal of bards. With the consent and joinder of the Subassosiations anc Owners holding a majority of the vores in the Association, the Developer may, but shall have no obligation co. withciraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Further, no portion of the Property owned by the County, as such term is hereafter defined, shall be so withdrawn without the county's written consent, and notwithstanding any provision of this Declaration to the contrary, this right of consent shall not be amended without the County's prior written authorization. Upon the Developer's request; the consent and joinder of each and every Subassociation and ownex to such withdrawal shall not be unreasonably withheid. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with reapect to the lands to be withdrawn.

## ASTICLETV <br> CQMPON AREA RIGHMS

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

Section 4.2 owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the common Area (for its intended purpose), which shall be appurtenant to, and shail pass with, the title to the land of such Owner, subject to the following:
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(a) The right of the owner of the common Area, with che consent of the Deveioper (if different from such owner) to dedicate or transfer all or any part of the common Area to any pubiic agency, authority or utility;
(b) All provisions of this Declaration, any plat of all or any parts of the froperty, governmental restrictions, including the frovisions of any planned Unit Development Ordinance ("P(DD") or Developmerit of Regional Impact Development Order ("DRI") or any -nvironmental permic;
(c) Reasonable rules and regulations governing use and enjoyment of the Common frea adopted by the Developer or the Association;
(d) The rights of the Developer under Section 4.3 to add to or mithdraw land from the common Area;
(e) Easements, restrictions, agreenents and other matcers $O E$ record as of the dace of recordation ef this Deciaration or contained in tinis Declaration.


#### Abstract

Section 4.3 Bight of the Developer to Designate Procerty as Commen Area or to Withdraw Property Erom the common Area. Notwithstanding anything to the conerary contained in this Declaration, the Developer shall have the risht, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within tile property or contiguous to the Property (for purposes of this section 4.3 . property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). Fcr so long as the Developer shall own any Lot, Building site, or Golf Course parcel, the Developer may, at ary time, wi:hdraw, or cause to be witincrawn, land from the Common Area in the Developer's sule discretion. The prior sentence notwithstanding, in the event such withdrawal of Comon Area shall materially and adversely affect any Loc. Building Site, Gulf Course parcel, or materially and adversely affect access, visibility, or drainage to or frcm any Lot, Building Site, or Golf. Course :arcel, the Developer shall not have the right to witidraw such Sommon Area witnout the consent and joinder of the Ownex of the Lot, Building Site or Golf Course Parcel which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by =ecording a Supplementary Declaration in the public records of $S t$. Johns County. Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area brithe Developer shall terminate any and all easements and rights of use of the Owners in


 6such land. No land owned by the Developer shall be deemed to be Commori Ares unless such iand is expressly referenced as such under Section 2.4 hereof, or subsequently designated as such by the Developer pursuant to Section 2.4 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of suich land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Asscciation shall prompt?y execute and deliver to the Developer any and all deeds, bills of sale, assiynments or other conveyance documents as may be necessary or appropriate to effectuate che withdrawal of such Common Area.

Section 4.4 Mairitenance of Common Area and Compliance with Anplicable Permits. (a) The Association shall at all Eir:s maintain in good repair and manage, operare and insure, and shali replace as often as necessary, the common areas and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, Eire protection, cabie television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Commen Areas, if any. The Association shail maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and prorect all designared conservarion areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable drenge fill, consimptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St. Johns River Water Management District, and $S t$. Johns County, Florida and all statutes, fiies, regulations and requirements periaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the florida Department of Environmental Protection, and all other iocal, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common frea designated by applicable permit as conservation tracts, stormwarer management tracts or simila: designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shail be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water. or stormwater management capabilities as permitted by the St. Johns River Water Managenent District. Tht Association sholl be responsible for such
maintenance and operation. Any repair or reconstruction of the Surface Water or Siormwater Management System siall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, ard all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.
(o) In the event that the Associutior shall fail to maintain the Surface Water or Stornwater Management System located within the Property in accordance with the requirements and standards established by this Declaration, then either the St . Johns Southeast Master Association, Inc., a Florida non-profit corporation ("Southeast Mastur Association"), and the St. Johns Northeast Master Association, Inc. a Florida non-profit corporation ("Northeast Master Association"), shall each have the right to perform such maintenance on behalf of the Association, upon not less than fifteen (15) days prior written notice te the Association of the intent of either the Southeast Master Associarion or Nortieast Master Association to perform such maintenance. Any and all costs and expense incurred by the Southeast Master Association or Northeast Master Association in performing maintenance on the Surface Water or Scormwater Management System located within the Property shall be immediately reimbursed by the Association to the party incurring such costs oiexpense.

Section 4.5 Exsement for Maintenance Purposes. The Developer hereby grants to the Association, the Southeast Mastez Association, and the Northeast Master Association, and their respective successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, it. acsorrdance with the requirements of this Declaration. The easement granted hereby shall not be exescised jy any party in a manner which un=easonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights gianted kereby, such portions of the property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.
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## ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, Building Site or Golf Course Parcel within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance inciuding any purchaser at a judicial sale, shall hereafter be deamed to covenant and agree to pay to the Associatior any aninual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, tosether with interest thereon from the ciue date at the highest lawful rate and costs of colle=tion Ehereof (including reasonable attorneys' fees), shail be a charge and continuing lien upon each Lot, Bunlding Site, or Golf Course Parcel against whish each sich assessment is made, fnd shall also be the personal obligation of the owner. No owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

## Section 5.2 Puspose of Assessments.

(a) The annual assessments levied by the Association shall be used for the puxposes of management and accounting fees, taxes. insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for ail other furposes reasonabiy contemplated by this Declaration, the Articies, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including. the Surface Water or Stormwater Management System. The maintenance responsibiiifies of the Association payable through assessment of the Owners shall specifically include, but not be limitad to, the perpetual maintenance of all retention ponds, drainage swaies, and all other drainage and stormwater management improvements lying within the Property, and all other sish improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-1090122 (the "Surface Water Permit") including operarion, samping, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shali be used exclusively for deferred maintenance of, or non-recurrins expenses related to, the common Area including the Surface water or Stormwater Management System.
(b) The Board of 5 irectors may levy special assessment.s for any purpose relating to permissible or required activities of the Association pursuant to Ehis Declaracion, the nuticles, or any cost sharing or similar agreement to which the Association is or may become a party. Notwithstanding any prorision of this Declaration to the contrary, until the last to occur of (i) the date on which three thousand five hundred (3.500; Assessment Equivalents, as such term is hereafter defined, shall have been aliocated among the Owners other than the Developer; (ii) the date on which the Developer shall notify the Association that it will no longei pay operating deficits of the Asscciation; or (iij.) the date on whicin the Developer shall. no lorgex own any Lots, Building sites, or Golf Course Paxcels within the Property, the amonne of any special assessment to be paid by any Owner other thar the Develover shall not exceed the sum produced by multipiying the cotal amount of the special assessment by a faaction, the numerator of which is the number of Assessment Equivalents allocated to such Owner by this Declaration, and the denominator of which is three thousard five hindred (3,500). lhereafter, special assessments shall be allocated among the Omners as provided in section 5.3 hereof.

Section 5.3 Calculation and collectisr of Assessments. Annual assessments shall be established by tine Board of Directors based uion an annual budget. Each Cwner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:
(a) Owners of Lots, Building Sites, and Golf Course parcels shall pay a pro rata share of annual anc special assessments based upon assessment equivalents allocated anong the owners as provided in subparagraph (b) hereof (che "Assessment Equivalents"). Except as hereafter providad, the anmuai assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Fifty and No/ 100 Dollars ( $\$ 50.00$ ) per Assessment Efuivalent. From and after December 31. 1995. such amount may be decreased. or increased by an amount. not to exceed seven percent (7\%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and selfoperative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the seven percent (7\%) limitation set forch in this section 5.3. The total amount of each special assessment shall be divided by the tosal Assessment Equivalents attributable to property as of the date of authorizarion of such special assessment by the Board of Directors.
(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this
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Declaratior stall. be ailocated among the Owners of the Lots, Buildirg sites, and golf Course parcels as follows:
(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each iot owned by such Owners.
(ii) The Owners of Building Sites upon which Commercial Improvement.s are locaEed shall pay annual. and speciai assessments tased upon nine (9) Assessment Equivalents per acre for each Building site owned by such owners, rounded to the nearest whole number $O \bar{I}$ Assessment Equivaients.
(iii) The Owners of Building Sites upon which Multifamily Improvements are located shall pay anmual ard special assessments based Lpon six (6) Assessment Equivalents per acre for each Building Sice owned by such Owners, rounded to the nearest whole number of Assessment Equivalents.
(iv) The Owners of Golf Course Parcels shall pay annual and special assessments based upon two and one-half (2.5) Assezsment Equivalents per acre for each Golf Course Parcel owned by such Owners, rounded to the nearest whole number of Assessment Equivalents.
(c) Notwithstanding the provisions of paragyaph (b) of this Section 5.3, until such time as improvements are completed upon Lots. Building sites, or Golf Courge Parcels. the Owners of such Lots, Building Sites, and Golf Course Parcels, shall be obligated to pay assessments equal to one-half ( $y_{2}$ ) of the amount specified by paragraphs (a) and (b) of this Section 5.3. For puxposes of this Deciazation, completion of improvements upon Lots and Building Sites shall be evidenced by the issuance of a certificate of Occupancy, or similar final inspection approval, by the St. Johns County, Florida Building Department, or other governmental authority having jurisdiction Ecr such improvements, and completion of golf courses and relaced improvements upon Golf Course paxcels shall be evidenced by che commencement of golf play thereon.
(d) The assessment obligations of each Owner other than the Developer shali commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectablc in advance on a periodic basis established by the Board of Direstors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.
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(e) Assessments payable by Cwners who aze members of a Subassociation, shall be collected from such Owners by the Subassocietion and remitced by the Subassociation to the Association. Assessments payable by Owners cf Builaing sites who are not members of a Subassociation, shall be remitced directly to the Association by such Owners. Notwithstanding the collestion of assessnents due the Association by any subassociation, nothing contained herein shall affect the Association's right to directly enforce each Jwners individual obligation Eo pay assessments to the Association pursuant to this Declaration.
(£) Notwithstanding any provision of this Declavation to the contraxy, the ailocation of assessments as provided in Subparagraph (b) of this Section 5.3 shall not be amenied in a manner that is directly or indirectly material and adverse to the County without the Courty's prior written consent, unless such amendment shall affect all assessment categories or a nondiscriminatory basis.

Section 5.4 Effect of Non-Payment of Assessment: Lien, Personal obligation and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St . Johns County, florida, a claim of iien stating the description of the Lot, Building site or Golf Course parcel encumbered thereby, the name of the owner, the amount and the due dace. Such clain of lien shall include assessments which are cue and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon fuil payment of all sums secured by such claim of lien, the samz shall be satisfied of record, and the affected owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteer (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any cime cherearcex bring an accion to enforce tie iien authorizeả hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the owner. In the event the Association shali fail to bring such an action for collection ot such delinquent assessment within thirty (30) days following receipt of written sutice from any Owner demanding that such proceedings be commenced, such Owner shali be authorized to institute such prcceedjigs. There shall be added to the amount of such delinquent assessinent the costs of collection incurred by the Association, or suciz Owner, which shall specifically include without limicacion reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any owncr, the Aseociation shall provide such Owner wich a written statemenc of all assessments and
other charges due or to become due froin such owner to the Associatior, which shall de binding on the Association through the date indicated on the Association's writcen starement.

Section 5.5 Subordination of Lien to Mortgages. The lien of the assessments prorided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to tine recording of the jlaim of lien for any such unpaid assessments. Such subordination shall apply onily to the assessments which have become due and payable prior to a sale or transfer of the Lot, Building Site, or Golf Course Parcel. by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total anourst of assessment which remains uncaid as a result of a mortgagee obtainirs title to the Lot, Building Site, or Golf Course Parcel, shall be adaed to the total budget for Common Expenses and shali be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shali relieve any Lor, Building site, or Golf Course Parcel from liability for any assessments thereaf́ter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is suoordiriate to a mortgage, shall be disposttive of any question of subordination.
Section 5.6 nevelopex's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development period (as defined below) the Lots. Building Sites, GoIf Course Parcels and othei portions of the property owned by the Developex shall not be subject to any annual on special anjestment levied by the Association or to any lien for stach assessments. During the Development Period, the Devcioper shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer sinall be obligated to fund sucl balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot, Building Site or Golf Course Parcel in the property to an Owner other than the Developer and shall continue until the Developer shall nctify the Association that it will no longer pay for operating deficits of the Associacion. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots, Builaings sites, and Golf Course Parcels owned by it within the proper:y on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after

## O.R. 1185 PG 8511

the Developer no longer owns any Lots, Building sites, or Galf Course Parcels within the Property.

ARTICLE VI
RIGHTS AND EASEMENTS RESERVED BY DEVEIOPER
Section 6.1 Cabie Television, Radio or other Communication Lines. The Developer zeserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cakies for the transmission of catle television, radio, or other electronic communications of any form, on, in, and cver (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All sahles located within the properiy shall be installed and maincained underground. For purposes of this section 6.1. The term "cables" shall include without limitation, all wire, coaxial, fiber optic, or cther cabie types intended for the transmission of electronic communications.

Section 6.2 Futiare Easements.etc. Developer reserves the right to impose further restrictions and to grant or dedicate additional easenents and rights of way on any portions of the Property owned by the Developer. In addition, the Developer hereby expressily reserves the right to grant easements and rights of way over, under and through the Common Area for so long as the Developer shall own any portion of the Property. The easements granted by the Developer shall not matcrially or adversely effect any improvements or unreasonably interfere with the any Owner's use and enjoyment of the Common Area.

Section 6.3 Golf Easement. The Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and.proper to the playing of golf on any golf course lying near or adjacent to the property. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered withcut damaging the Property; the flight of golf balls over and upon the Buildirg Sites; the use of necessary and usual equipment upon such golf course; the usual noise level created by the playing of the game of golf and by maintenance activzties or equipment on such golf course; and all other common and usual activities associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course.

## ARTICLE VII <br> GENERAL PROUISIONS

Section 7.1 Ground Leastd Land. Where all or any part of a Lot, Golf Course parcel or Eiilding Site has been leased by the Owner of che fee simple title to the site under a ground lease having ar original term of not less than ten years, then so long as such ground lease sinall remain in effect, all references in the-n covenants to "Owner" shall be deemed to refer to the lessee unc the ground lease, and any lien arising under the provisions Article $V$ shall attach only to the interest in the Lot, Golf Course Parcel, or Building Site of the lessea under the ground lease. The Associaicion's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 7.1 shall be disposi.tive. Notwithstanding any provisicn of this Declaration to the contrary, this Section 7.1 shall not be amended in a manner that is directiy or indirectly material and adverse to the County. without the Ccunty's prior written consent.

Section 7.2 Land Subject to Easements. Etc, Where all or any par: of a Lot, Building Site or Golf Course Parcel has been subjected to an aix rights easement or similax use right granted by the fee simple owner thereof, all references in these covenants to the "Owner" shall be deemed to refer to the holder of such easement or use rights, and any lien arising under the provisions of Article $V$ shall attach only to such holder's interest in the applicable Lot, Building Site or Golf Course Parcel. The Association's reasonable identificarion of any party deemed to be an "Owner" pursuant to this section 7.2 shali be dispositive. Notwithstancinss any provision of this Declaration to the contrary, this Section 7.2 shall not be amended in a manner that is directly or indirectly material and adverse to the County, without the County's prinr written consent.

Section 7.3 Developer's Reserved Riahts re: Eapements. Notwithstanding any provision of this Declaration to the contrary. the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use xight reserved or grancea pursuant to the terms hereof. At any rime, tine Developer shall have the right to execute and record an instrument which shall specifically define or amend che boundary and extent of any such easetient, license or use right, or the Developer may specifically define or amend sucir boundaries by the designation thereof on one or more recorded plats of portions of the property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this section 7.3. shall be dispositive for all purposes; provided nothing contained in this
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## O.R. 1185 PG 0613

Section 7.3 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 7.4 Violations. If any person, firm, corporation or other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful far the Association, the Developer, or any Owner of any Lot or Building Site within the Property (i) to prosecute proceedings at law for the recovery of damages against those so violatiag or attempting to violate any sich covenant or (ii) to maintain any pronceeding against those so violaring or attempting to violate any such covenant for the purpose of preventing or enjoining ali or any suck violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in sisch proceedings shall be entitled to recover from the non-prevailing party or parties. reasonable attorneys fees for pre-trial proparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided by law.

Section 7.5 Severability Invalidation of any of the provisions of the covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall. remain in full force and effect.

Section 7.6 additional Restricticns. No Owner may impose any additional covenants or restrictions on any part of the property, without the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Developer may include in any contract or deed hereafter made and covering all or any part of the Property any additisnal covenants or restrictions applicable to the property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 7.7 Tithes, The addition of tities to the various spctions of this instrument are for convenience and identification orly and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

automatically renewed for successive ten (10) year pericds unless terminated as herein provided. The Subassociations and owners hoiding sixty percent (60\%) or more of the total votes of the Association as set forth in the Articles may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Decleration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party to correct any typographical or clerical error, to resolve any iñonsibtency or ambiguity contained in this declaration, or to make this Declaration comply with any requirement of any governmental authority having jurisdiction or regulatory authority over the Property or any portion thereof. Any such amendment to this Declaration shall be execured by the Association and Derreioper, if applicable, and shall be recorded in the current public records of Sc. Johns County, Florida. Notwithstanding any provision of this section 7.8 to the contrary, any ameadment to Article VIII hereof shail require the written consent and joinder of the County. Further, any amondment to this Section 7.8 shall requixe the written consent of the county.
Section 7.9 Conflict or Ambiguity in Documents, To the
extent of any conflict, ambiguity, or inconsistency between this
Declaration, the Articles, or the Bylaws, the temms of this
Declaration shall control both the Articles and Bylaws.

Section 7.10 provisions Regarding Golf Courges and club Facilities.
(a) Nothing contained in this Declaration shall limit the ability of any owner of any golf course ("Golf Courses") or private club facility ("club Facilities") now or hereafter located within the Property to determine in iss sole discretion how and by whom the Golf Courses and Club Facilities shall be used. OWnERSEIP OF ANY INTEREST TN ANY PORTION OF THE PROPERTY. OR MRMBERSEIP IN THE ASSOCIATION, DORS NOT GIVE JNY VESTED RIGHT OR EASEMEANT, PRISCRIPTIME OR OTHERWISE, TO USE ANY GOLF COURSE OR CLUB FACILITY AND DOES NCT GRANT ANY OWNERSIITP OR KLMBERSHIP INTEREST IN OR TO USE ANY GOLF COTRSE OR CLUB FACILITY.
(b) Each Owner other than the County or any Governmental Entity, as such terms are hereafter defined. by acceptance of a deed or other conveyance of any portion of the property, acknowledges that the proximity of Golf Courses and Club Facilities to surrounding properties results in sertain foreseealle risks, 2462.20
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including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of any portion of the property may be limited as a result, and that the owners of the Gelf Courses and Club Facilities, and their respective affiliates and agents. shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liabiiity to any Owner or occupant of any portion of the Property, or their Guests or invitees, for damage or injury resulting from errant golf balis being hit upon such portion of the Property:
(c) Each Owne: by acceptance of $a$ deed or otiner conveyance of any portion of the Property, acknowledges:
(i) That the ownexs of the Golf Courses and clut Facilities, and tneir respective affiliates and agents, may add to, remove, or otherwise mociify the landscaping, trees, and other features of the Goly Courses and Club Facilities, including changing the location, configuration, size and elevation of bunkers. fairways and greens, and constructing fences, and that the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, shall have no liability to any Owner as a result of suci modifications; and
(ii) That thore are no express or implied easements over the Golf Courses and Club Facilities for view purposes, and no guaranty or representation is made by any person or entity that any view over and across any Goli Course or Club Facility will be preserved without impairment, and that no owner or operator of the Golf Courses or Club Facilities shall have any obligation to prune or thin trees or other landscaping tc pr:- nive views over the Golf Courees and cluk Encilities.
(d) Each Owner other than the County or any Governmental Entity, by its acceptance of a deed or other conveyance of any portion of the Property, assumes the risis asscciated witin the Colf Courses and Club Facilitiss (regardless of whether che Owner is using such facjilities) and agrees that neither the owners of the Golf Courses and Club Facilities, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, or any other portion of the Property, shall be liable to any Cwner or any other person claiming any $10 s s$ or damages, including without limitation, indirect, special, or consequential loss or damages arising fion personal. injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise reiated ty the proximity of such Owner's property to any Golf course or Club Facility, including without

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limitation, any claim arising, in whole or in part, from che negligence of any of the owners of the colf courses or club Facilities, or their respective affiliates or agents, or any ccher person or entity designing, constructing, owning or managing the Golf Courses and club Facilities or any other portion ct the Property. Each Owner further hereby agrees to hold harmless the owners of the Golf Courses and club Facilities, their respertive affilintes or agents, and any sther persons or entieies owning or managing such facilities, or designing, constructing, or cwning any other portion of the property, from and against any and all claims arising out of the design or construction of the Golf courses and Glui Facilicies.

## ARTICLE VIJE

SPECIAL PROVISIONS REGARDING ST. JORNS COINTY
Section 8. I. Exemption from Lien. Notwittistanding Enything contained irt tinis Declaration to the contrarg, any ownership interest of $S t$ Johns County (the "County") or of any other Governmental Entity, as such term is hereafter defined, in and to any portion of the property shall be exempt from the lien for annual or special assessments as estailished pursuant to this Declaration so long as such owneri-hip interest is retained by the County or Governmental Entity. The priox scintence shall not exempt any other estate or interest in any such portion of the propercy. from the effect of such lien which sinall atcach to any right, title or interest of any ground lessee of the county or of any beneficiary of an air rights easement from the County that is not a Governmental Entity, in the manner provided in Sections 7.1 and 7.2.

Section 8.2 Pereonal Qbligation fo- P.ssessments. Notwithstanding anything contained in this Declaraticn to the contrary, the county shall not be personally liable for any annual or special
 (i) any ground lessee of or beneficiary of any air rights easement from the county that is not a Governmental Entity shall be, by acceptance of such lease or easement, personally liable for annual and special assessments applicable to the affected portion of che Property and shall for $=11$ purposes herein also be deemed an "Owner" as provided in Sections 7.1 and 7.2; iiil any operator or lessee of facilities constructed upon any portion of the property owned by the county which a=e used for non-governmental purposee shall be personaliy liable for annual or special assessments established puisuant to this Declaration and applicable to such poreion of the Eroperty, and such obligation shail be deemed to be specifically assumed by such cperator or lessee as part of the terms of any operating agreement or lease, a copy of whirt shall be

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delivered to the Association together with a ratification of such assumption of liability executed by such operator or lessee in iavor of the Association; and (iii) the County shall be personally iiable for payment of any annual or special assessments or charges as to any portion of the Eroperty owned by the County, but only to the extent of non-pledged nec lease payments, managenent fee payments or other operating payments received by the county from a iessee, manager, air rights beneficiary, or operator of such portion of the proverty which is used for non-governmental purposes. As used herein, the tern "Governmental Entity" shall mean and refer to any political subdivisicn, municipality, or orher governmental body, the state of Florida, the united states of America, or any agency of any local, state, or the federal government. As used herein, the term "non-governmental purposes" shall mean any uses other than (i) business cffices of the county or one or more Governmental Entities. or (ii) facilities which proviae public services under the direction and control of, or under contract with, the County or one or more Governmental Entities, including without limitation police or fire stations. libraries, court house and post office facilicies.

Section 8.3 Councy Not Member. The County shall not be a member of the Association nor shall the County be considered a partner or joint venturer with the Association or with any member of the Association: provided however, the County shall otherwise be entitled to the rights and benefits and shall have the obligations of an "Owner" pursuant to the terms of Ehis Declaration as to its interest in any portion of the Property, except as such obligations may be limited pursuant zo this Axticle VIII.


#### Abstract

Section 8.4 Govermmental Powers and Rights. Nothing contained in this claration shall be construed to limit or supersede the rights, nowers, or obligations of the County acting in its governmental capacity with respect to land use or zoning ordinances or otinerwise limit the County with respect to the exercise of its rights, powers, or obligations as authozized or required by any state or federal laws, or rules, regulations or ordinances of the county. Further, to the extent that any provision of this Declaration shall be violative of state or federal law when applied to the County. such provision shall be void and of no effect with respect to the County.


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## O.R. 1185 PG 0518

to be executed under seal this 241 day of caused this instrument

Signed, sealed and delivered in the presence of:


SJH PARTNERSHIP, LTD..
a Florida limited partnersinip
By: SJ MbMPHIE. LTD. . a Florida iimited partnership. its general partner

BY: E\%. JOENS HARBOLR. INC, a Florida corporat5on, its senerai partiner

[CORPORATE SEAL]

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## O.R. 1165 PG 0619

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STATE OF FLORIDA ,
COUNTY OF DUUAL ;
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    The foregoing instrument was acknowledged before me tiis 25
    day of fre , 1996, by LOUIS BAIONI, the Freside.it of
ST. JoHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, ITD.. a Florida limited partnership, the general partner of SJH PARTNERSHIp. LTD., a Florida limited partnership, on behalf of the partnership.


[^0]WORLD GOLF VILLAGE, INC., a Florida nonprofit corporation ("WGV"), is the ground lessee under that cextain Ground Lease (the "Ground Lease") recorded in official Records Book 1108, at page 1434 of the current public records of st. Johns County. Florida. WGV joins in the Declaration of Covenants and Restrictions for Saint Johns - Northwest Master (the "Declaration"): to which this Consent and Joinder is attached, to evidence its consent and joinder to the provisions of the Declaration and its agreement that its leasehold interest as evidenced by the Ground Lease shall be subordinated to all provisions of the Declaration.

Signed, sealed and delivered in the presence ot:

(print or type name)
Shuonwen Truaslucoros -
Shannon Shssterncrer (print or type name)

WORLD GOLF VILLAGE, INC., a Florida nonprofit corporation By:


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## O.R. 1185 PG 8621

## $\left.\begin{array}{l}\text { STATE OF FLORIDA } \\ \text { COUNTY OF DUVAL }\end{array}\right\}$ SS

The foregoing instrument was acknowledged before me this 2 frx day of Run 1996, by RUPFIN BECKWITH, as Executive Director of WORLD GOLF VIILAGE, INC.. a Flcrida nonprofit corporation, on behalf of the corporation.


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(Print Name (amen NOTARY PUET.IC
State of Florida at Large Commission \# My Commissior. Expires: Personally known
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``` or produced I.D.
icheck cine of the above] Type of Identification Produced
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## $2062: 29$

## OR. 1185 PG 0622

CONSENT FID JOINDER OF ST. TOWNS COUNTY, PTORRIDA

ST. Johns county, a political subdivision of the state of Florida (the "County") hereby joins in the Declaration of Covenants and Restrictions for Saint Johns - Northwest Master (the "Declaration"), to which this Consent and Joinder is attached, to evidence its consent and joinder to the provisions of the Declaration and its agreement that the portion of the real property described on Exhibit A attached to the Declaration that is owned by the County shall be subject to all provisions of the Declaration. ST. JOHNS COUNTY. FLORIDA


Attest : Carl "Bud" Marked. Clerk

(County Seal)


The foregoing instrument was acknowledged before me this $2 N D$ day of Chairman of the Board of County Commissioners, St. Johns county, Florida, on behalf of the Commission.


My Commission Expires:
Personally Known $\qquad$
or Produced I.D.
[check one of the above]
Type of Identification Produced

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$A L L O F$ SECTION 3. LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALI. OF SECTION 10. IXING WEST OF INTERSTATE 95 RIGHT-OF-WAY, NLL OF SECTION IS LYING WEST OF INTERSTATE 95 RIGHT-OF-NAY, ALL OF SECTION 43 LYING WEST DF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 4 4. TOGETHER WTTH $F$ PART OF SECTICN 38 OF THE ANTONIO HUERTAS GRANT تYING NORTHWEST OF INTERNATIONAL GOLF PARKWAY, ALL IYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOFNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLIOWS: FCR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION IO: THENCE SOUTH 89*32.10" WEST IIONG THE SOUT:Z IINE OF SAID SECTION 10 TO ITS INTERSECTION WETH THE WESTERIY RIGHP-OF-WAY LINE OF TIE FAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARNWAY (A RIGHT-OF-WAY OF VARYJNG WIDTH), A DISTANCE CF 300.10 FEET TO THE POINT OF BEGINNING: THENCE SOUTH $05^{\circ} 35^{\prime 4} 4^{\circ}$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CTRVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERIV HAVING A SADIUS OF 336.00 FEET: THENCE SOUWHWESTERLY ALONG T:IE NORTGWESTERIY RIGHT-OF-WAY LINE OF SAID RAMP AND AIONG THE ARC GF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING SOUTH 23.28.17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41.20.4G" WEST CONTINUING RLONG SAID NORTHWESTEFLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LI:JE: THENCE SOUTH 44.29.54" WSST CONTINUING AIONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 562.78 FEET: THENCE SOUTH $45^{\circ} 30 \cdot 06^{\circ}$ EAST CONTINUING AEONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 81.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44.29.54" WEST AIONG SAID RIGFT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, $A$ DISTANCE OF. 484.97 FEETT TO THE POINT OF CURVE OF $A$ CURVE, SAID CURVE EEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3531.68 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC CF SAIL CURVE, AN ARC DISTANCE OF 291.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $42^{\circ} 08^{.03 " ~ U E S T ~ A N D ~ A ~ C H O R D ~ D I S T A N C E ~ O E ~} 291.36$ FEET TO THE POINT OF TANGENCY OF SAIL CURVE; THENCE SOITH 39.46.13n WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 193.96 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE: THENCE SOUTH 44.29.54" WEST CONTINTJNG ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3897.58 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 50.29'50" WEST CONTINUING RLONG SAID NORTHWESTERLY RIGFTT-OF-WAY LINE, A DISTANCE OF 2492.30 FSET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE UTILITY SIME AS RECOREED IN GFFICIAI RECORDS BOOK 1095, PAGE 1592 OF THE PUBLIC RECORDS OF SAIL COUNTY; THENCE NORTII $53^{\circ} \mathrm{i} 3^{\circ} 38^{\circ}$ WEST LEAVING SAID NORTHWESTERTY RIGYT-OF-WAY LINE AND ALUNG THE SOUTHERLY LINE OF SAID UTILITY SITE AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2224.53 FEET; THENCE NORTH 14.55.52" EAST ALONG THE NORTHWESTERLY LINE OF AFORESAID SECTION 44 AND ITS SOUTHWESTERLY FROJECTION THEKEOF, A DISTFNCE OF 7123.49 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION 44 : THEMICE NCRTH $16^{\circ} 14^{\circ} 53^{\prime \prime}$ EAST ALONG THE NORTHWESTERLY IINE OF AEORESAIE -OTION 43.

## O.R. 1185 PG 9624

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A DISTANCE OF 2983.85 FEET TO A PGINT ON SAID NORTHNESTERLY I.INE OF
SECTION 43; THENCE NORTH 01.01.14" WEST ALONG THE WEST LINE OF
AFGRESAID SECTIONS 10 AND 3 TO THE NORTHNEST CORNER OF SAID SECTIDN
3. A DISTANCE OF 6098.77 FEET: THENCE NDFTH 83.54.53- EAST ALONG THE
LINE DIVIDING TOWNSHIP 5 SOUTH AND TOWNSHIP 6 SOUTH, ALSO BEING THE
NORTH LINE OF SAID SECTION 3 TO ITS INTERSECTION WITH THE,
SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95 (A 300 FOOT
RIGHT-OF-WRY AS NOW ESTABLISHEDI. A DISTANCE OF 136.16 FEET; THENCE
SOUTH 27.32.59" EAST ALOL:G SRIL SOUTHNESTER'Y RIGHT-OF-WAY LINE OF
INTERSTATE 95, A DISTANCE OF 10.169.46 FEET: THENCE SOUTH 24.32.59*
EAST LEAVING SAID SOUTHWESTERIY FIGHT-OF-WAY LINE OR INTERSTATE 95
AIDD ALONG THE AFORESAID WESTERILY RIGHT-OF-WAY LINE OF THE RAMP
LEADING TO INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 576.83 FEET TO
THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE
SOUTHWESTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE SOUTHERLY
CONTINUTNG LLONG SAID WESTERLY RIGITT-OF-WAY LINE AND ALONG THE ARC
OF SAID CURVE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING
SUBTENJJED BY A CHORD BEPRING CF SOITH 09.28.36" EAST AND A CHORD
DISTANCE OF 547.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE SOUTH 05*35'47" WEST CON-INUING ALONG SAID WESTERIYY RICHT-OF-
WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINH OF BEGINNING.
CONTAINING 1430.56 ACRES MORE OR LESS.
LESS AND EXCEP'{ THE UTIIITY SITE AS RECORDED IN OFFICIAL RECORDS
BOOK 1095, PAGE 1592 OF THE PUBLIC RECORDS OF SAID COUNTY,
CONTAINING 5.91 ACRES MORE OR LESS.
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## I．NAME AND DEFINITIONS．

The name of this corporation shall be SAINT JOENS NORTHWEST MASTER ASSOCIATION，INC．AIl defined terms contained in these Articles shall have the same meanings as such ferms are defined by the Declaration of Covenants and Restrictions for Saint Johns－ Northwest to be recorded in the current．public records of St．Johns County，Florida（the＂Declaration＂）．

## II．PRINCIPAI OFFICE AND MAILING ADDRESS．

The lecation of the corporation＇s principal office and its mailing address shall be 2395 International Golf Parkway，st． Augustine，Florida 32095－8427，or at such orher olace as may be established b＇y resolution of the Association＇s Boarc of Directors from time to time．

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

A．To promote matters of common interest and concern of the Owners of the Properiy which is located within the development known as Saint Johns（Northwest Quzdrant），as more particularly described in and defined by the Declaration．
including To own，maintain，repair and replace the common Area， including without limitation the streets，street lights， landscaping，structures，and other improvements located 5 hereon， and the retention or detention ponds，swales，storm drains and other facilities constituting the surface water or storm water management ふブァtem pursuant to se．Johns Riッer fatez Mañgement District Permit No．4－109－0122（as the same may be modified from time to time）for which the obligation to maintain and repair has been deiegated to and accepted by the Association．

C．To cooperate with other associations responsible for administration of adjacent or contiguous properties ir matcers of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the property．

D．ro provide，purchase．acquire replace，improve． maintain．operate and repair such buildings，strucrures＇， 20037

## EXHIBIT B

landscaping, paving and equipment, and to provide such orher services for the benefit of the members of the Association as the Ēoard of Directors in its discretion determines necessary, appropriate, and/or convenient.
E. To operate without profit for the sole and exclusive benefit of its Members and St. Johns County, Florida (the "County"). to the extent that the County shall own real propercy subject to the terms of the Declaration.
F. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.
IV. GENERAL EOKERS.

Tise general powers that th= Association shall have are as Eollows:
A. To hold funds solely and exclusively for the bentfit of the Members and the County for purposes set forth in these Articles of Incorporation.
B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effecctate the puxposes EOr which the Association. is organized.
c. To delegate power or powers where such is deemed in the interest of the Assuciation.
D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real ir personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or governmental entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the state of florida.
E. To fix assessments to be jevitd against all or any portion of the property to defray expenses and sosts of effectuating the objects and purposes of the Association and to create reasonable reserves for such expendituxas, and to authorize its Board of Directors to enter into agreements with ocher property owner's associations or maintenance entities for the collection of such assessments.
F. To charge recipients for services rendered by the Association ard the users of the issociation property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Decla: ation.
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G. To pay taxes and other charges, if any, on or againse property owned, accepted, or maintained by the Association.
H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and co secure the payment of such obligations by mortgage, piedge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
I. To merge with any other association which may perform similar functions located within the same general vicinity of the property.


#### Abstract

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


## V. MEMPEP:

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

## VI. VOTING AND ASSESSNENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Member, other than the Developer, shall be entitled tc the number of votes in the Association computed as follows:
(1) The Members who are Subassociations shall have the number of votes equal to the number of Assessment Equivalents attributable to the Lots, Building Sites, and Golf Coursc Parcels owned by Owners who are Members of $3 u c h$ Subassociations. The votes of Members who are Subassociations shall be exercised by an officer of the Subassociation designated by the Board of Directors of such Subassociation.
(2) The Members, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Lots, Building sites, or Golf Course parcels owned by them. The votes of Members who are owners shall be exercised directly by such Owners or their authorized representatives.
(3) The Developer shall have the number of votes equal to the number of votes allocated to the Owners other than the Developer, plus one vote. The Developer shall have such voting rights for so long as it shall own any portion of the property, or
intil it shall voluntarily reliroduish its right to voEe in Association matters, whichever shall first occur.
B. When an Owner who is a Member is comprised of ore or more persons or entities, all such perscis shall be Members, and the vote(s) for the applicable portions of the property shall be exercised as they among themselves shall determine. The votes allocated to any Suiassociation or onner pursuant to these Articles, cannot be divided for any issue and must be vored as 2 whole, except where otherwise required by law. The affirmative vote of a majority of the votes allocated to cine Members cast at any meeting of the Members duly called at whicin a quorum is present, or cast by writtein ballot by a quc=um of the membership, shall be binding upon the Members and the Association.
C. The Association will obtain funds with which to operate by assessment of the owners in accordance sith the provisiuns of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating Ehereco.
VII. BOARD OR DIRECTORS.
A. The affairs of the Association shall be managed by a Eoard of Directors corsisting of five (5) Directors. Dirsctors need not de members of the Association and need not be residents of the siate of Florida. For so long as it shall own any porion of the Eroperty, the Develuper shall have the right to appoint three (3) of the Directors and there shall be two (2) Directors elected by the Members of the Association other than the Develofer.
B. Elections shall be by olurality vote. At che first annual election of the Board of Directers, the terms of office of tine two (2) elected Directors shall be established at one (i) year. The Developer shall appoint three (3) Directors to serve for terms of two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such cime; and the term of each Director so elected ox appoinced at each arnual election shall be for two (2) years expiring at the second annual election following their elsction, and chereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majoricy of che Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed excepr by action of che Developer.. Any Director appointed by the Developer shall serve at tine pleasure of the Develcper, and may be removed from office, and a successar Director may be appointed, at any time by the Developer.
C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

## O.R. 1185 PG 0629

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James E. Davidson, Jr.
2395 International Golf Parkway
St. Auglistine, Flcride 32095-8427
Eduardo Gil
2395 International Golf Parkway
St. Augustine, Florida 32095-8427
Sharcn P. Davi#son
2395 International Golf Parkway
St. Augustine, Floriđa 32095-2427
Vernon Kelly
112 TEC Boulevard
Ponre Vecira Beach, FL 32082
Ruffin Beckwith
112 TPC Boulevard
Ponte Vedra Beach, FL 32082
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## VIII. OPEICERS.

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

President James E. Davidsor, Jr.
Vice President Vernen Keliy
Treasurer Eduardo GiI
Secretary Sharon P. Davidson
IX. CORPORATE EXISTENCE.

The Association shall have perpetual exiscence. These Articles shali become effective upon filing as prescribed by law. X. BYT,AWS.

The Board of Directors shall adopt Bylaws consistent with chese ArEicies. Such Eyiaws may be altezed, anended, or repealed by resolution of the Board of Directors.
XI. AMENDMENTS TO ARTICLES OF INCORPORATION.

These Arti=les may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes ailocated to tine Members pursuant to Ehese Articles; provided however, any amendment to Article XVII hereof shall require the writter consent and joinder of the County.

## XII. INCORPORATOR.

The name and address of tie Incorporator is as follows:
James E. Davidsor, Jr.
2395 Intermational Golf Parkway
St. Augustine, Florida 32095-8427

## XITI. INDEMATFICATION OZ OFFICERS AND DIRECTORS.


#### Abstract

A. The Association hereby indomnifies any Director oi officer made a party or threatened to be made a parcy to any


 threatened, pending or completed action, suit or froceeding:1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of ariy other corporation, partnership, joint venture, trust or orher enterprise which he served at the request of the Association, against judgments, fines, amounts paid in se=tlement and reasonable expenses, including attorneys' fees, acturilly and necessariiy incurred as a result of such action, suit or proceeding or any appeal thereof. if such person acted in good faith in the reasonable belief that such action was in che best interests of the Associarion, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceedirg by judgment. order, settlement, conviction or a plea of nois contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonabie belief that such action was in the best interest of the Asscciation or that he had reasonable grounds for belief that such action was unlawful.
2. By or in the right of the Associa:ion to procure a judgment in its favor by zeason of his beirg or having been a Director or officer of the Association, or by reason of his keing 2403. 6
or having been a cirector, officer, employee or agent of any other corporation, partnershif, joint venture, trust or cther enterprise which he served at the request of the isscciation, against the reasonable expenses including attorneys' fees, actually and nesessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnjfication in relation to matcers to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agericy, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudicarion OE liability but in view ce all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.
B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properiy incurred and whether such Director or officer acted in good faitin in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for beidef that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vore of a quorum consisting of Directors who were not parties to such action, suit or proceeding.
C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

## XIV. TRANSACIIQN IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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B. Interested Directors may be sounted in determining the presenc: of a quorum at a meeting of the Board of Dizectors or of a committee which authorized the =ontract or transaction.
XV. DISSOUUTION OF THE ASSOCIATION.
A. Upon dissolution of the fssociation, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be letermined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.
B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Boara of Directors and by a two-thirds (2/3) vote of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the state of florida, the Association may be dissolved in the manner set fortn above.
C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the stormwater management system and discharge facilities located within the property is assumed by an entity acceprable to the $S t$. Johns River water Management District. Florida Department of Erivironmental Protection, or other governmental authority having jurisdiction, pursuant to the requirements of Rule $400-42.027$, Florida Adminiscrative Code, or other administrative regulation of similar import.
XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent pez..itted by law, the Association may participate in mergers and consolidetions with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner
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## OR. 1185 PG 8633

provided by Chapter $61 \%$ florida statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes. for so long as the Developer shall own any portion of the property, any such merger or consolidation shall require the Developer's prior approval.

## XVII. SPECIAL PROVISIONS REGARDING ST. JOHN COUNTY.

A. Notwithstanding anything contained in these Articles of Incorporation to the contrary, the County shall not be a Member of the Association nor shall. the County be considered a partner or joint venture with the Association or with any Member of the Association; provided however, the county shall otherwise be entitled to the rights and benefits and shall have the obligations of an Owner, ail as more particularly set forth ir the Declaration. Further, the county shall have the right to enforce compliance with these Articles, the Association's Bylaws, and applicable law in the same manner as a Member.
B. Notwithstanding anything contained in these Articles of Incorporation to the contrary, any ownership interest of the county in and to any portion of the Property shajl be exempt from the lien of annual or special assessments as established by the Association pursuant to the Declaration so ing as such ownership interest is retained by the County. Further, the County's personal liability fer such assessments shall be limited in the manner provided by the Declaration.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this /lw day of Ste, 1996.

Signed, sealed and delivered in the presence of:

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## O.R. 1185 PG 0634

STATE OF FLORIDA ;
COUNTY OF DWAL
of The foregoing instrument was acknowledged before me this il day Of Jyde 1996, by James E. Davidson, Jr.. the Incorporator of saint sonns morthwest master association, inc. he is personally known to me or produced as ider.tification and did not take an oath.
(Print Or Type Name)
Notary Public,
State of Florida at Large.
My Commission Expires:
NOTARIAI SEAL)

IN COMPLIANCE WITH SECTION Ö17.C501, ELORIEA STATUTES, LHE FOLLOWING IS SUBMITTED:

SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2395 INTERNATIONAI GOLF PAPKNAY, ST. AUGUSTINE, FLORIDA 32095-8427, HAS NAMED JAMES E. DAVIDSON, JR. WHOSE ADDRESS IS 2395 INTERNATIONAL GOIF PARKWAY, ST. AUGUSTINE, FLORIDA 32095-8427. AS ITS REGISTEPED AGENT TO ACCEPA SERVICE OF PROCESS WITHTIN THE STATE OF FLCRIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC.
 NAMED CORPORATION, AT THE PLAEE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES REIATIVE TO THE PPOPF \& AND COMPLETE PERFORMZNCE CF MY DUTIES.


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SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC.

## I. DEFINITIONS.

All defined terms contained herein winch are defined in the Declaration of Covenants and Restrictions for Saint Johns Northwest ("Declaration") to be recorded in the public records of St. Johns County, Fiorida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

## II. LOCATION OF PRINCIPAL OFFICE.

The office of the Saint Johns Northwest Master Association, Inc. ("Association") shall be at 2395 International Golf Parkway, St. Augustine, Ficrida 32095-8427, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

## III. VOTING RIGHTS AND ASSESSMENTS.

A. The Subassociations, the Owners who are not members of a Subassociation, and the Developer as long as it owns any property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot, Building site, or Golf Course Parcel only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to; and may not be separated from, ownership of any parcel within the property.
B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful race and shall result in the suspension of voting privileges during any period of such non-payment.

## IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action cf the Board.
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D. Ary vacancy occurriry ch the eoard because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members andfor the Board itself, shall Eill any vacancy created ky the death, resignarion, removal or other termination of services of any Director appointed by the Developer. A Director elected or appoinced to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and quaiiEied.

## V. ETAECTION CF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer shall be made by ihe Nominating commitree described in Article IX berect, or upont petition in accordance with Section $C$. of tins Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.
R. The Developer shall, witl:in folrteen (l4) days of the
date set for the annial meeting of the Association, notify the
Secretary of the rames of the Directors that such owner is Secretary of the rames of tine Directors that such Owner is appointing to the Board.
C. Fetitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filler by ihe Developer shali be placed on the written ballot referenced in Section $D$ of this Article $V$.
D. All elections to the Board shall be made on written iollots to be voted at the annual meeting, or in the discreticn of the Board, by mail provided such ballots are mailed to the Members not less than fifteen ils) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members other than the Developer, (ii) set forth the names of those nominased for each such vacancy, and (iii) set forth the ranes of those appointed to the Board by the Developer. Euch Member may cast the number of votes to which such Member is entitled as set forth in the Azticles of Incorporacion.
E. In order for an election of Members of the Board to be valid and $b: 1 d i n g$, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail. the Association must receive as of the dace established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

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F. The Members of the Board elected or appointed in accordance with the precedures set forth in this Artirle $V$ shall be deemed elected of appointed as of the date of tie anrual meeting of che Members.

## VI. POWERS AND DUTIES OF THE EORRD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of che Members.
2. To appoint and remove at its pleasure all sfficers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them simch security or Eidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or Director of the Asseciation in any capacity whatsoevez.
3. To establish, levy and assess, and collect che annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate Dy the Board.
4. To collect assessments on behale of any other Fronruty owners association entitled to establish, levy ard collect assessments from the Members of the hssociation.
5. To appoint commitcees, adopt and publish ri:les and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and theix guests thereon, including reasonabie admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligatiors.
7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intexvals as the Board may determine in its sole discretion.
8. To exercise for the Association all powers. duties and authority vested in or delegated to the Association, except those reserved to Members in the Declarotion or the Articles of Incorporation of the Association.

> B. It shall be the duty of the Board of Direotorsi

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2. Tc cause to be kept a complete record of all of its acts and corporate affairs.
3. To supervise all officers, agents and employees of
Enis Association to insure that their duties are properiy
performed.
4. With reference to assessments of the inssociation:
(a) To fix the amount of annual assessments against each Member for each annual assessment perjod at least thirty (30) days in advance of such date or period;
(b) To prepare and maintain a roster of the Members and assessmeats appliaable thereto winch shail be kept in the office of the Association and shall be open to inspection by any Member; and
(c) To send wricten notice of each assessment to every Member subject thereto.

## VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly on such date and at such time as the goard may establish. Notice of such meerings is hereny waiveu.
B. Special mettings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.
C. Meetings of the Board of Directors shal.1 be open to all Members and notices of meetings shall be posted in a conspicuous place within the property at least forty-eight 448 ! hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a staiement of the nature of such assessments.
D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as crough made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and nade a part of the minutes of the meeting.
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## VIII. OEFICERS.

A. The Officers of the Association shali be a President, a Vice president, a Secretary and a Treasurer, and surh otiser officers as may be determined Ercm time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.
B. The officers of the Association shall be elected by the Board at the annial meeting of the B.nard, which shall be held immediately following the annual meeting of the Assuciation. New offices may be created and filled at any meeting of the Board. Each Office: shall hold office until his successor shall have been duly elected.
C. A vacancy in any office because of death, resignation, or other termination of service, may be filied by the Board for the unexpired portion of ths term.
D. All officers shzll i:old office Eor terms of one (1) year.
E. The president. shail preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sigr all notes, checks, leases, mortgages, deeds and all otner written instruments.
F. The Vice President, or the Vice President so designated by the Board if there is more than one vice president, shall perform all the duties of the president in his absence. The Vice presidentis) shall perform such other acts and duties as may be assigned by the Board.
G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes ard keep the minutes of ali meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secreia:y shail keep ail records of the Association and shall record in the book kept for that purpose all the names of the Members of che Association together with their addresses as registered by such members.
H. The Treasurer shall receive and deposic in appropriate bank accounts all monies of the Association, and shall disburse such funds as direcred by resolution of ihe Board, provided however, that a resolution of the Board snall not be necessary fo= disbursement made in the ordinary course of business conducted Within the limits uf a budget adopted by the Board. The Treasurer may, but need not, be a reguired signatory on checks and noEcs of Ehe Association.
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I. The Treasurer, or his appointed agent, shali keep proper books of account and caise to te prepared at the compietion of each fiscal year an annual budget anc an annual balance sheet statement, and the budget and balance sheet statement shail be open for inspection upon reasonable requese by any Memider.
J. With the approval of the Eoard of Directors, any or all of the officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all Eimes be subject to the supervision and control of the Byard of Directors.

## IX. COMMITTEES.

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shail have the duties, authority and functions as described elsewhere in these Bylaws.
B. The Board shall have the power arici autinority to appcint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shali include a member of the soard. Comnittee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

## $X$. BOOXS AND RECORDS:

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

## XI. MEETINGS OE MEMBERS.

A. The annual meetings of the Members shall be held prior to April 30 th of each year, at such time as the Board may designate. or at such other date and time as may be selected by the Board.
B. Special meetings of the Members for any purpose may de colled at any time by the president, the vice president, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.
C. Notice cf all meetings of the Members shall be given to the Members by the Secretary. Notice may be given $=0$ the Member either personally or by sending a copy of tine notice through the mail, postage fully prepaia, to his address appearing on the books of the Association. Each Member shall be responsibie for 2sen.
registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least for $\begin{aligned} & \text {-five (45) days in advance. Notice of any other }\end{aligned}$ meetirg, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; prowided, however. that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as thezein provided.
D. The presence, in person or by proxy, of the Nembers holding a majority of the total votes in the Association as established by the Articles of Incorporation shall constitute $a$ quorum of the Membership for any action soverned by the Declaration, the Articles of Incorporation, or these Byiaws.

## XII. PROXIES.

A. Except for electicns of the Board of Directors, at all meetings of tine Members, each Momoer inay vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limired proxies may also be used for votes taken to amend the Articles of Incorporation or these Bylaws, or Eor any other matter that requires or permits a vote of the Members.
B. All proxies shall be in wricing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall aitomatically cease upon the sale by the Member of his interest in the property.
C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

## XIII. SEAL.

The Association shall have a seal in circular form having within its cizcumference the words: Saint Jonns Northwest Master Association, Inc., not for profit, 1956.
XIV. AMENDMENTS.

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

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## O.R. 1165 PG 8643

## XV. INCONSISTENCIES.

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

Adopted by the Board of Directors of Saint Johns Northwest Master Association, Inc., a Elorida corporation not-forprofic. efiective juch 22


Secretary

# O.R. 1185 PG 0644 

## EXHIBII D

COMMON AREA


#### Abstract

1. All lakes, ponds, canals, and orher mater bodies, and all weirs, drainpipes, pumps, and other drainage rela-ed equipment ard structures which are located within or in close proximity to the Property and whicn are more particularly descrited by the construction drawings on Elle with the Sc. Johns River Water Management Distzice which are incorporated by reference in Permit No. 4-109-0122M, as the same may be amended from rime to time. 2. Tinose lands described on Exhibit A attached to that certain Deed of Conservation Easement., Conservation Easement No. 29, recorded in Official pecords Book 1166 at page 468 of the public records of SE . Juhns County, Fiorida. 3. Those ianis described on Exilibit A attached to that certain Deed of Cunservation Easemen:. Conservation Easement Nc. 27, recorded in official kecords Book 1165 at page 482 of the publi= records of se. Johns County, Florida. 4. Those lands described on Exhibit A attached to that certain Deed of Conservation Easement. Conservation Easement No. 26, recorded in official Records Book 1166 at page 489 of the public records of St. Johns County. Florida. 5. Those lands duscribed on Exhibit A attached to that certain Deed of Conservation Easement, Conservation Easement No. 25, recorded in official Records Book ile6 ar page 496 of the public recozds of $S t$. Johns County, Florida.


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## DECLARATION OF COVENANTS AND RESTRICTIONS

## FOR

## SAITT JORNS - NORTHWEST RESIDENTIAL


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# IfPEX OF DFCLARATION OF COVENANTE AND RERTRTCTIONQ ros 

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dECLARATIOA<br>OF<br>COTENANY NMD RESICRICTIONB POR<br>BATETE TORNA - NOBTHIEBT RERTPRATTAL

THIS DECTARATIOX is made this $24^{\text {mi }}$ day of Jacy, 199 by BJE PARTNERBHIP, LTD. (the "Develooer"), which declares that the real property described on Erhibit $A$ attached hereto and made a part hereof (the Property"), which is owned by the Developer, shall te held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, cinarges, iiens and other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shali he binding upon the Developer and all parties waving or acquiring ary right, title or interest in the property or any part thereof.

## ARTICLE I

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

Section 1.2 Benetits and Burdens, Every person or entity who is an Owner does by reason of taking title to land located within the property agree to all the terms and provisions of this Declaration and shail be entitled to its benefits and subject to its burdens.

## RRTICLE II <br> DEPTNITICAB

The following words, when used in this Declaratior, shall have the following meanings:
Section 2.I Asageiation, The Saint Johns Northwest
Residential Association Inc. a Florida corporation not-for-
profit. This is the Declaration to which the Articles of
Incorporation (the "Articles") and sylaws (the "Bylaws") of the
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Association make reference. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits $B$ and $C$, respectively.

Section 2.2 Building site. Each separate parcel of land within the Property which is hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for commercial, residential, or recreational use. No Building site shall include any portion of the Comon Area owned in fee simple by the Association.

Section 2.3 Common Area. All real property (including easements, ilcenses and rights to use real property) and personal property within or adjacent to the property, if any, which is owned by the Developer, nr by the Association, and which tie Developer has designated for the common use and enjoyment of the owners by reference thereto in this section 2.3, or by recording a Supp?ementary Deslaration, pursuant to the terms of section 4.3 hereof. The common Area initially designated by the Developer shall consist ox the real property fand interests therein) more particulariy described on Exhibit $D$ attached hereto and made a part hereof, together with all improvements constructed flerein by Developer but not owned or maintainad by a public or private utility company.

Section 2.4 Deyeloper. SJH Partnership, Ltd and its successors and such of its assigns as to which the wights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with appropriate portions of the property. In the event of such a partial assisnment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Ariy such assignment may be made on a non-exclusive basis. Reference in this Declaration to SJH Partnership, Ltd. as the Developer of the property is not intended, and shall not be construed to impose upon it, any obligations, legal or otherwise, arising from the acts or omissions of third parties who purchase parcels within the property from sty partnership. Itt and develop and resell the same.

Section 2.5 Landscape plan. Any and all plans, drawings, specifications, photographs, or other records of all grass, trees, shrubs, plantings, landscape treatments, irrigation lines, pumps, and related equipment, and all entry or directional signage that are located within the Common Areas as of the date that the Developer no longer owns any portion of the property.
section 2.6 owner. The record owner of any Biilding site.
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Section 2.7 Eroperty. The real property described on Exhibit $\lambda$ attached hereto and made part hereof and such cdditions and deletions thereto as may be made in accordance with the provisiors of Sections 3.2 and 3.3 of this Declaration.

Section 2.8 Residential Dwelling unit. Any improved portion of the Property located within a Building site and intended for use as a residential dwelling, incluilng without limitation, any detached residential dwellings, condominium units, townhouse urite, apartment units, duplexes or other attached residential dwellings. The term Residential Dwelling Unit shas? not, however, mean or rofer to (i) any hotel or motel room which in not declared. to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare conaominium unit.

Section 2.9 Subassociation. Any residential or commercial property owners or condominium association formed as a florida ncnprofit corporation whose members are comprised of owners, excepe that the Association, Saint Johns Northwest Master Association, Inc., a Florida nonprofit corporation, and Saint Johns Northwest Commercial Association, Inc., a Florida nonprofit corporation, shall not be considered Subassociations for purposes of this Declaration. Further, in the event any group of owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole aiscretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

## RRTICLE YII <br> PROPERTY BUBJECT TO TEIS DECWARATION: ADDTFTOAR AND DFTHTTONB THFREFROM

Section 3.2 No Implied Extension of Coyenants. Each Owner and each tenant of any improvements constructed on any Building site, by becoming an owner or cenant, shali be deemed to have agreed thet (a) the property described on Erhihit A and such additional property as may be annexed pursuant to section 3.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochare or other representation of a scheme of development, shall be consirued as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is hy the procedure set, forth in section 3.2 hereof.
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Section 3.2 Additional Lands, Developer may, but shall not be obligated, to subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the property then subject to this Declaration (for purposes of this Section 3.2 , property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and ( $b$ ) the owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common oxperses for uhich ussescsments may he levied purouant to the terms of Article VI of the Declaration. The addition of lands to this Declaration shali be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joirder of any owner or mortgagee of land within the Property.

Section 3.3 Witharawal of Lands. With the affirmative consent of the Subassociations and owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the property from the terms and effect of this Declaration. Further, no portion of the Property owned by the County shall be so witharawn withcut the county's written consent. upon the Developer's request, the affirmative consent of each and every Subassociation ane owner to such withdrawal shall not bo urreasonably withheld. The withdrawal of lands as afcresaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary Declaration executed by the Developer with respect to the lanas to be withdrawn.

## ARTICLE IV <br> COMON ABEA RIGBTS

Section 4.1 Conveyance of Common Area, Developer agrees that the Common Area owned by Developer shall be conveyed or assigned to the Association within one hundred twenty (120) days after the Developer shall no longer own any Buildirg site located within the Property, or at such earlier date as the Developer may determine in its sole discretion, and the Association shall accept such converance or assignment.
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# Section 4.2 Qwners' Easement of Enjoyment. Each Owner shall have a non-exclusive right and easement of use and enjoyment 

 in and to the common Area for its intended purposes, which shall be appurtenant to, and shall pass with, the titie to the land of such owner, subject to the following:(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the comon Area to any public agency, authority or utility;
(b) All provisions of this Declaration, any plat of all or any parts of the property, governmental restrictions, including the provisions of any Planned Unit Development Ordinance ("PUD") ox Development of Regional Impact Development order ("DRI");
(c) Reasonable rules and regunations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
(d) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
(e) Easements,restrictions, agreements and other matters of record as of the date of recordation of this Declaration or reterenced in this Declaration.


#### Abstract

Section 4.3 Right of the Developer to Designate property as common Area or to Hithdraw property fron the common Area. Notwithstanding anything to the contrary contained ir this Declaration, the Developer shall have the right, in its sole iiscretion, to designate land, easements, lise rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the property or contigrous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodias, golf courses, or open space shall be deemed contiguous). For 30 long as the Developer shall own any Building site located within the property, the Developer may, at bny time, withdraw, or cause to be withdrawn, land, easements, use rights, and yersonal property from the common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of common Area shall materially and adversely affect any Building site, or materially and adversely affect access, visibility, or drainage to or from any Building Site, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the owner of the Building site which is so affected. Addition of land to and withdrawal of land from the comon Area shall be evidenced by 


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Johns County, Florida, which shall specifically referense such addition or withdrawal. Witndrawal of land from the Common Area by the Developer shall terminate any and ail easements and rights of use of the Owncrs in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressiy referenced as surin under section 2.3 hereof, or subsequently designated as such by the Developer pursuant to section 2.3 hereof and this section 4.3, even if the Developer consents or acquiesces to the use of such land by the owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shail promptly execute and deliver to the Developer any ard all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriace to effectuate the withdrawal of such common Area.

## Section 4.4 Applicaple Permits.

(a) The Association shali at all times maintain in good repair and manage, operate and insure, and shall ceplace as often as necessary, the common Areas and the paving, stceet lighting fixtures and appurtenances, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the property, or any portion thereof) situated on the common Areas, if any. No weeds, underbrush or other unsightly vegetation shali be permitted to grow or remain upon the common Area, or any portion thereof, and no refuse pile or unsightly object shail be allowed to be placed or remain anywhere thereon. All of the Comon Area, and any improvements located thereon shall at all timss be maintained in a neat and attractive condition in substantial conformance with the Landscape plan. Landscaping located within the Common Area shall te maintained in a neat, attractive end orderly manner, including maintenance of grass, plants, plant beds, trees, turf, irrigation systems and lake edge maintenance, all in a manner and with such frecuency as is congigtent with good property management. Further, all portions of the common Area which now are, or may fereafter, be adjacent to, or include a portion of, a lake, canal or other body of water, shall be maintained so that all grass, planting, or other lateral support located in such areas prevents erosion of the embankment adjacent to such lakes, canals, or other water bodies. All maintenance obligations of the Association shall be performed as directed by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the fssociation pursuant to this Section 4.4, shall be
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a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.
(b) Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the unilateral right to modify the Landscape Plan for so long as the Developer shall own any portion of the property. After the veveloper shall no longer own any portion of the property, the Landscape plan may be materiaily modified only upon the approval of the subassociations and owners holding not less than seventy-five percent (75t) of the total votes of the Association as set forth in the Articles.

Section 4.5 Easement for Maintenance Services. The Developer hereby grants to the Association an easement in, on, over and upon those portions of the property as may reasonably necessary for the purpose of maintaining the Common Area or other portions of the Property to be maintained by the Association in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Propert.y. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

## NRTICLE <br> ARCHITEGTURAL CONTMROL

Section 5.1 Assignment of Right of Architectural Review. At such time as the Developer shall specifically assign to the Association a right of architectural review with respect to any particular Building site, the following Sections 5.2 through 5.6 shall become operative with respect to such Building Site.


#### Abstract

Saction 5.2 Architectural Review and Approyal. No landacaping, improvemant or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall ke commenced, erected, placed or maintained upon any Building site subject to architectural review by the Association pursuant to this Article $v$, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and


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location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer with respect to any particular Building site. It shall te the burden of each ownex to supply one (1) set of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specirication sinall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB sinall approve or disapprove plans and specifications properiy submitted within thirty (30) dayミ of each submission. Any change or modification to an approved plan shali not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.


#### Abstract

Section 5.3 Architecturaj Review Bofard. The architectural review and control functions of the Association shall be administezed and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to mppoint all of the members of the ARB. A majority of the ARg shail constitute a quorum to transact business at any meeting of the ARB, and the artion of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy eccurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.


SGction 5.4 Powers and Duties of the ARB. The ARE shall have the following powers and duties:
5.4.1 Jo require submission to the ARB of one (1) complete set of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article $V$. The ARB nay also require submission of samples of building materials, tree surveys to show tre eftect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criterif established by the Developer.

### 5.4.2 To approve or disapprove in accordance with the

 provisions of this Article $V$, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the RRB may, but need not be evidenced by a certificate in recordable form executed under seal by the president or any vice President of the Association. Any party aggrieved by a decision of the ARB ghall have the zight to make a written request to the 10413.4-8-

Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.
5.4.3 To adnpt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Sush Eees, if any, shall be payable to the Association, in sash, at the time that plans and specifications are submitted to the ARB.

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

Section 5.6 Limited Liability. In connection with ail reviews, acceptances, inspections, permisaions, consents or required approvals by or from the ARB or the issociation contemplated under this Article $V$, neither the ARB nor the Association shall be liable to an owner or to any other person on account of any claim, liability, damage or expcnse suifered or incurred by or threatened against an owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspertions, permissions, consents or required approvals, whether given, granted or withheld by the ARB or the Rssociation.


#### Abstract

ARTICLE VI COYPNANTS FOR MATMEEARNGE ABBEBGMENTSS Section 6.1 Creation of the Lien and Personal obligation of Assessments, Each Owner of a Building site within the Property hereby covenants, and by acceptance of a deed therefore, whether or rot it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Assnciation any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (incluaing reasonable attorneys' fees), shall be a charge and continuing lien upon each Building Site against which each such assessment is made, and shall also be the personal obligation of the Ckner of such Building site. No owner may avoid liability for the assessments by waiver of rights to use, or by non-use o1, the Common Areas or by abandonment.




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(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association sct forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaratior., the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the common Area. hssessments coilected by the Association to fund reserves shall be separately accounted for, it being the requirement of this declaration that such furds shall be used exclusively for deferred maintenance of. or non-recurring expenses related to, the Common Area.
(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, tormed pursuant to the requirements of the DRI, as such term is defined in section 8.1 hereof.
(c) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of tine Association pursuant to this Declaration, the Articles, or any Cost sharing or similar agreament to which the Association is or may become a party.

## Section 6.3 Calculation and collection of Assessments.

(a) Annual assessments shall be established by the Board of Directors based upon an annual budget. owners of building sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby establisned to be, and shali not exceed, Two Hundred Seventy-Five and 00/100 Dollare ( $\$ 275.00$ ) per Assessment Equivalent. From and after December 31, 1995, such amount may be decreased, or increased by an amount not to exceed seven percent (7\%) of the prior annual assessment amount per Assessment Equivalent, Eush annual increases to be rumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the roregoing assessment amount per Assessment Equivalent shall be subject to increase above the seven percent (7\%) limitation set forth in this section 6.3. The total amount of each special assessment shail be divided by the total Assessment Equivalents attributable to the Property as of the
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date of authorization of such special assessment by the Board of Directors.
(b) The share of the total annual assessments and any special assessments imposed by the Boord of Directors pursuant to this Declaration shall be allocated as follows:
(i) Owners of Buildirg sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and speciai assessments based upon one (1) Assessment Equivalent for each five thousand $(5,000)$ square feet of heated and air conditioned space located within completed improvements construsted upon such owrers' Building sites, rounded to the nearest five thousand $(5,000)$ square feet. Buildirg Sites with improvements located thereon or approved for construction which are comprised of less than five thousand (5,000) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each.
(ii) Owners of Building Sites upon which Residential Dwelling units are constructed shall pay annual and special assessrents based upor one (1) Assessment Equivalent for eacin completed Residential Dwelling Unit located upon such owners' Building sites:
(c) For purposes of this Declaration, completion of improvements upon a building site shall be evidenced by the issuance of a ceitificate of Dccupancy, or similar final inspection approval by the St. Johns County, Florida Building Department, or other govermmer.val authority having jurisdiction.
(a) Notwithstanding the provisions of paragrapin (b) of tinis section 6.3, until such time as improvements are completed upon individual Building sites, the owners of such Building sites shall be obligated to pay assessments equal to one-half (1/2) of the amount specified by subparagraphs (a) and (b) of this section 5.3. Prior to completion of improvements upon a Building site, the assessments attributable thereto shall be hased upon the number of Residential Dwelling Units, or as applicable, the amount of heated and air conditioned space described by building plans approved by the Developer for all improvements to be constructed upon such Building site. In the event that at the time an owner acquires ownership of a Building site, building plans for all improvements to be constructed thereon have not been approved by the Developer, then the assessments attributable to such Building site shall be based upon the number of Residential Dwelling Units, or as applicable, the number of square feet, which are permitted by applicable zoning regulations and which have been assigned by the
 10418.4 -11-
subparagraph (d), each hotel or motel room shall be deemed to be comprised of five hundred (500) square feet of heated and zir conditioned space. In the event that improvements are partially completed upon any Building site, the assessments attributable to the compietea improvements shali be computed in accordance with subparagraph (b) of this section 6.3, and tine assessments attributable to the improvements which have not yet been completed shall be computed in accordance with this subparagraph (d) of this Section 6.3.
(e) The assessment obligations of each owner other than the Developer shall commence upon the recordation of this Declaration in che current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Speciai assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.
(1) Assessments payable by Owners who are members of a Subassociation, shall he collected from such owners by the Subassociation and remitted by the subassociation to the Association. Assessments payable by owners who are not members of a Subassociation, shall be remitted directly to the Association by such owners. Notwithstanding the collection of assessments due the Association by any Subassociation, nothing contained herein shall affect the Association's riyht to directly enforce each owner's individual obligation to pay assessments to the Association pursuant to this Declaration.

Saction 6.4 Effect of Non-payment of Assessment: Lien. Personal obligation and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florica, a claim of lien stating the description of the Building site encumbered thereby, the name of the owner, the amount and the due aate. Such claim of lien shall include assessments which are due and payable when the ciaim of iien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of iien, the same shall be satisfied of record, and the affected owner shall pay the cost of such satisfaction. If any assessment is not paid within fifteen (15) days after the due date established by the Board of Directors, the assessment shall bear interest. from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit c" the
personal obligation against the owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment withir thirty (30) days following receipt of witten notice from any owner demanding that such proceedings be commenced. such owner shall be authorized to institute such proceedings. There shall be added to the amount of sich delinquent assessment the costs of coliection incurred by the Association, or such owner, which shall specifically include without limitation reasonable attorneys" fees for trial and appeal. upon receipt of a written request therefor from any owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due trom such owner te the fssociation which shall be binding on the Assoniation through the date indicated on the Association's written statement.

Section 6.5 subordination of FientoMortgages. The lien of the assessments previded for by this Deciaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transíer of tine Building site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of forecloswre of such mortgage. The total amount of assessment which ramains unpaid as a result of a mortgagee obtaining title to the Building site, sholl be added to the total budget for Ccmmon Experses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve any Building site from liability for any assessments thexeafter becoming due, nor from the lien of́ any such subsequent assessments. A writter statement of the Association that its ilen is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.6 Develoner's Assessments. Notwithstanding any provision of this Declazation to the contrary, duxing the Development Period (as defined below) the Building Sites, and other parcels located within the property and owned by the Developer कhall not bu subject to any annual or special assessment levied by the Association or to any lien for such assessmants. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development period. The neyolapment Fニエi=a sinai ivegin upon tne conveyance of the first
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Building Site in the Property to an Owner other than the Developer and shall continue until the Deveioper shall notify the Association that it will no longer pay for operating deficirs of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Buildings sites owned by it within the property on the same basis as other owners. In no event shall the Developer be obiigated to pay for operating deficits of the Association after the Developer no longer owns any Building sites Parcels within the Property.

## ARTTCLE VII <br> ITKITTY PRCVIRTONS

Section 7.1 Water Systeme The central water supply system provided for the service of the property shail be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of che Property owned by such Owners. No individual potable water supply system or well for consumptive curposes shall be permitted on any Building Site without the prior written consent of the Association.
section 7.2 sewage System The central sewage system provided for the servics of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the property owned by Euch owner, and shail pay when due the pericaic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain fiela shall be placed or allowed within the property.

[^1]services for service to the portions of the property owned by such owner.

## NETICLE VIIT <br> UBE REBTRICTIONS AND RIGHTS AND PABGYENYR REBERYED BY DEVELOPER

Section 8.1 Commen DRI and PUD, Due to the integrated nature of the Property and the lands described in that certain Development of Regional Impact Order approved by st. Johns County by Resolution Numbez 91-130 (the "DFI") and under planned Unit Development ordinance Number 91-36 (the mpUD"), both issued by the Board of County Commissioners of st. Johns County, Florida, no Owner, or any other person or entity shall construct any improvements upon the property, nor take any action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the DRI and PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

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

Section 8.3 Rlatting and Additional Reatrictions. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenarts and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 8.4 Utilities. Deveioper reserves for itself, its successors, assigns and designees, a perpetual, exciusive right-of-way and easement for utility lines and utility facilities related thereto, and for underground drainage purposes on, in, and over (i) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the property, and (ii) any portion of the Common Area. If landscaping, paving, curbs or sod are removed or damaged by the construction of any utility improvement, the same shall be replaced or repaired by the party removing same. Ail eiectricai and teiecomunication transmission lines within the property shail be installed and maintained underground.
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Section 8.5 Beservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will nut materially and adversely affect tre health and safety of Owners, the value of adjacent portions of the Property. ard the overall appearance of the property.

Section 8.6 Future Easement. Developer reserves the right to impose further restrictions and to grant or decicate additional easements and rights of way on any portions of the property owned by the Developer. In addition, the Developer hereby expressly reserves the right to $y$ - int easements and rights of way over, under and through the Common Area for so long as the Developer shall own any portion of the Property. The easements granted ky the Developer shall not materially or adversely effect any improvements or unzeasonably interfere with the any owner's use and enjoyment of the Common Area.

## ARTICLE IX

## RIGHTS AND EASEMBNTB GRANTED BY DEYHIOPER

Section 9.1 Easement for Inaress and Egress. All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law: United States mail carriers, representatives of the utilities zuthorized by the Association to sarve the property. holders of mortgage liens on any portion of the property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual =ight of venicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit $E$ attached hereto and made a part hereof (the "Roadways"). The easement granted hereby may be expanded to include additional roadways by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.2 hereof.

Section 9.2 Righis of Deyeloper to Restrict Access. Notwithstanding the provisions of this Article IX to the contrary, the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the

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on any part of the property or on any land of Developer lying adjacenc to or near the Property. Developer shall have the right, but no obligation, from time to time to control and regulate ali types of traffic on the Roadways referenced in this Article IX including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts*) which in the sole opinion of the Deveioper would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on ali or any part of suci Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, nedge, shrub, bush, tree or other things natural or artificial, placed on or lovated on any portion of the property, if the location of the same will in the sole judgment and opinion of the Developer, obstruct the vision of motorist upon any of the Roadways referenced in this Article IX. Developer and the Association shall also have the right to impose reasonable rules and regulations resulting from participation by the Developer or the Association in a TDMA as referenced in section 6.2 hereof. In the event and to the extent that the Roadways or easemente over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section 9.2 thereafter shall be of no further force or effect.

Section 9.3 Bights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of county Commissioners of St. Johns County or the governing body of any municipality or other govermmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (inciuding those shown on any plat of any portion of the property). Upon such dedication, this Declaration shall automatically terminate and become void and of no further effect as to any portion of a Roadway or the Property so dedicated. In addition, Developer shali have the right to redesignate, relocate or terminate any of the easement areas described in Section 9.1 and section 9.2 without the consent or joinder of any party so long as no Building Site is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

## 2RTICRE $x$ <br> SRAERAL PROTXBTONS

Section 10.1 Ground Leased Land, Where all or any part of a building site has been leased by the owner of the fee simple title to the site under a ground lease having an original. term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground iease, and any lien arising under the provisions of Article VI shall attach only to the interest in the Building site of the lessee under the ground iease. The Association's reasonable identificaticn of any party deemed to be an "Owner" pursuant to this section 10.1 shall be dispositive.

Section 10.2 Land Subject to Easemente Ete. Where all or any part of a Building site has been subjected to an air rights easement or similar use right granted by the fee simple ownex thereof, all references in these covenants to the "Owrier" shall be deemed to refer to the holder of such easement or use rights, and any lien arising under the provisions of Article VI shall attach only to such holder's interest in the applicable Building site. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this section 10.2 shall be dispositive.

Section 10.3 Violations. If any person, firm, corporation $o=$ other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner of any Building site within the property (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such coverant or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event iitigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section snall be construed as cumulative of all other remedies now cr hereafter provided by law.

Section 10.4 Severability, Invalidation of any of the provisions of the covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.
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Section 10.5 Additional Restrictionfe No Owner may impose any additionai covenants or restrictions on any part of the Property, without the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Developer may include in any contract or ceed hereafter made and covering all or any part of the property any additional covenants or restrictions applicable to the property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 10.6 Titles. The addition of titles to the various sections of this instrument are for convenience and identification only and the use of such tities shall not be construed to limit, enlarge, Ghange, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 10.7 Termination or Amendment, The covenants, restrictions, easements and other matters set forth herein shall run with the title to the property and be binding upon each owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (lo) year periods unless terminated as herein provided. The subassociations and owners holding sixty percent (60\%) or more of the total votes of the Association as set forth in the Articles may alter, amend or terminate these covenants, except that the provisions of this Declaration pertaining to the Landscape plan may be altered, amended, or terminated only by the subassociations and owners holding not less than seventy-five percent (75\%) of such total votes of the Association. So long as the Developer owns any land within the Property or owns any land contiguous to the Property, no alteration, amencment, or termination of these covenants shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other pariy to correct any typograpinical or ciericai error, to resolve any inconsistency or ambiguity contained in this Declaration, or to make this Declaration comply with any requirement of any goverrmental authority having jurisdiction or regulatory authority over the property or any portion therecf. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 10.8 Conilict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and the Bylaws.
10.18.4

IT WIVEs wrimzor, the Developer has caused this instrument to be executed under seal thisift day of JuLy 1996 .

Signed, sealed and delivered in the presence of:

## 8.JH PARTMERBKIP, LTD.,

a Florida limited partnership
By: SJ Memphis, Ltd., a florida limited partnership, its general partner

By: St. Johns- Honour, Inc. a Florida corporation, iss gentian Father

Louis Baioni Its: President

[CORPORATE SEAL]


The foregoing instrument was acknowledged before me this 25 day or Po xe 1996 by Louis Baioni, the president of St. Johns harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., florida limited partnership, the general partner of suit Partmership, LTD.. a florida limited partnership, on behalf of the partnership.


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## O.R. 1165 PG 8764

PARCEL IC
A PART OF SECTION 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICILLARIY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE: THENCE SOUTH 89. $32 \cdot 10^{\circ \prime}$ WEST AIONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PASKWAY (A RIGMT-CF-WAY OF VARYING WIDTH), A DISTANCE OF 30C.10 FEET: THENCF SOUTH 05.35.47* WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTEPLY, HAVING A RADIUS OF 336.00 FEET; THENCE SCUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SCUTH $23^{\circ} 29^{\prime 2} 17 \times$ WEST AND A CHORD DISTANCE CF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $41^{\circ} 20 \cdot 46^{\prime \prime}$ WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OE-WAY LINE; THENCE SOUTH 44.29.54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CUKVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING $F$ KADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY IINE AND ALONG THE NORTHERLY RIGHT-OF-WAY IINE OF WGV ROULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG TEEE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEEI, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $89^{\circ} 29^{\circ} 55^{\circ}$ WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCI OF SAID CURVE; THENCE NORTH $45^{\circ} 30.05^{\circ}$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY IINE: THENCE TORTH 49.24.42" WEST CONTINUING ALONG SAID RIGHT-DFWAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NONTANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHNESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50.42.21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWTESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTESLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56E.12 FEET, SADD ARC SEIÑG SUBTENDEL SY A CHORD BEARING OF NORTH $74^{\circ} 21^{\prime} 20^{\circ}$ WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CTIRVE; THENCE SOUTH 85.53.25" WEST CONTINUING AIONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF i54.02 FEET; THENCE SO'JTH O4.05.35* EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OE-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17-02.33" EAST LEAVING SAID SOUTHERLY RIGET-OF-WAY LINE, A DISTANCE OF 446.35 FEET: THENCE SOUTH $00^{\circ} 04.59^{\prime \prime}$ WEST. A DISTANCE OF 675.22 FEET; THENCE SOLTH $39^{\circ} 52.09{ }^{\circ}$ WEST, A DISTANCE OF 39.94 FEET; THENCE SOUTH $01.32 \cdot 44$ - WEST, A DISTANCE OF 28.25 FEET; THENCE NORTH
 A CURVE, SAID CURVE BEING CONCAVE SOUTHNESTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SATD CURVE, aN

## Page 1 of 21 <br> EXHIBIT A

ARC DISTANCE OF 45.85 FEET, SAID ARC EEING SUBTENDED BI A CHORE PEARING OF NORTH 36.13 .07 " WEST AND A CHORD DISTANCE OF 44.26 FEET TO THE POINT OF TANGENCY OF SAID CURUE; THENCE NORTH 62.29.09" IJEST, A DISTANCE OF 3.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5O.OO EEET: THENCE SOUTHWESTERIY ALCNG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 74.14.41" WEST AND A CHORD DISTANCE OF 68.54 FEET TO THE POINT OE EANGENCY OF SAID CURVE; THENCE SOUTH 30.58.33" WEST, A DISTANCE OF 36.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OE 40.57 FEET, SKID ARC AEING SUBTENDED BY A CRORD AEARING OF SOUTH 07.43.59\% KEST AND A CHORD DISTANCE OS 39.46 FEFN TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUH $15^{\circ} 30 \cdot 35 \cdot$ EAST, A DISTANCE OF 41.22 FEET TO THE POINT OF CURVE OF A CURVE, SAID CLRVE BEING CONCAVE NORTHWESTERLY HRVING A RADIUS OF 50.00 FEET: THENCE SOUTHWESTEERLY AIONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 37.88 FEET, SAID ARC BEING SUBTENDEC BY A CHORD BEARING OF SOUTH $06^{\circ} 11 \cdot 44{ }^{\circ}$ WEST AND $A$ CHORD DISTANCE OF 36.98 EEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $27^{\circ} 54.04{ }^{\circ}$ WEST, A DISTANCE OF 63.54 FEETA TO THE POINT OF CURVE OF A CURVE, SAID CURVE EEJIG CONCAVE SOUTMEASTERIY HAVING A RADIUS OF 150.00 FEET: THENCE SOUNHWESTERLY ALONG THE ARC OF SAID CURTE, AN ARC DISTANCE OF 92.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10.08.37" WEST AND. A CHORD DISTANCE OF 91.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $07^{\circ} 36^{\prime 5} 50^{\prime \prime}$ EAST, A DISTANCE OF 33.52 FEFT TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING 2. RADIUS OF 50.00 FEET; THENCE SOUTHWESIERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $10^{\circ} 58^{\prime 2} 22^{\prime \prime}$ WEST AND A CHOKD DISTANCE OF 31.87 FEET TO THE POINT OF TANGENCY OF SFID CURVE: THENCE SOUTH 29.33.32* WEST, A DISTANCE OF 131.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RANIUS OF 100.00 FEET: THENTCE SOTYHWESTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.26 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $28^{\circ} 53^{\circ} 03^{\prime \prime}$ WEST PND A CHORD DISTANCE OF 37.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH O8.12.34" WEST, A DISTANCE OF 24.73 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF. 24.04 FEET, SAID ARC BEING SUBTENDED BY A CHORU BEARING OF SOUTH $21^{\circ} 58^{\circ} 53^{\circ}$ WEST AND A CHORD DISTANCE OF 23.81 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35.45.13" WEST, A DISTANCE OF 13.71 FEET: THENCE NORTH 75.15.21. WEST. A DISTANCE OF 265.66 FELT: THENCE NORTH $23^{\circ} 53^{\circ} 32^{\circ}$ EAST, A DISTANCE OF 23.96 FEET: THENCE NORTH $19^{\circ} 20^{\circ} 24^{* *}$ EAST, A DISTANCE OF 19.12 FEET; THENCE NORTH $14^{\circ} 54^{\prime \prime} 50^{\prime \prime}$ WEST, A DISTANCE OF 40.97 EEST: THENCE NCRTH O1.54.55* WEST, A DISTANCE OF 29.02 FEET: THENCE NORTH 49.10.10. WESI., A DISTANCE OF 23.04 EEET; THENCE NORTH 28.17.09. EAST, A DISTANCE OF 91.83 FEET; THENCE NORTH $64^{\circ} 48^{-06 " ~ W E S T, ~ A ~ D I S T A N C E ~ O F ~} 18.24$ FEET M $\because$ PNINT ON A CIRVE SAID CURVE BEING CONCAVE NORTHNESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.34 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF SOUTH 67.41.10" WEST AND A CHORD

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DISTANCE OF SO.94 EEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH $8^{\circ} 144^{\circ} 46^{\prime \prime}$ WEST, A DISTANCE OF 207.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOLTHEASIERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID GURVE, AN ARC DISTANCE OF 43.61 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARTNG OF SOUTH $59^{\circ} 31.11^{\circ}$ WEST AND A CHCRD DISTANCE OF 41.48 EEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28.17.09" WEST, A DISTANCE OF 173.74 FEET TC THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCEVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWFSTERLY ATCNG THE FRC OF SAID CURVE. AN FRC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $76^{\circ} 06^{\circ} 28^{\circ}$ WEST AND A CHORD DISTANCE OF 74.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56.04.13* WEST, A DISTANCE OF 25.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS GF 50.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.12 FEST, SAID ARC BEING SUBIENDED BY A CHORD BEARING OF NORTH $26^{\circ} 02^{\prime 1} 6^{\circ}$ WEST AND A CHORD DISTANCE OF 50.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 63.43.50" NEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL OYNES PAPKWAY (A RIGHT-OF-WAY OF VARYING WIDIH), A DISTANCE OF 27.60 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE
 ALONG SAID EASTERLY RIGHT-OF-WAY LINE AFD ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEAKING OF NORTH $16^{\circ} 49.59 \%$ EAST AND A CHORD DISTANCE OE 79.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21.25.04' EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY CONTINUING RIONG SFID RIGHT-OF-WPY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTEMDED BY $A$ CHORD BEARING OF NORIH $02^{-2} 5^{\circ} 1^{\prime \prime}{ }^{\circ}$ WEST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20*15.38" WEST CONTINUING ALONG SAID RIGEL-OF-WAY LINE, A DISTANEE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET: THENCE NORTHNESNERLY CONTINUING AIONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $14^{\circ} 01^{.42 *}$ WEST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF COMPOUND CURVE, SAID CUPVE BEINE CONCAVE SOUTFEASEERIY FANING A FADIUS OF 450.00 FEEF: TRENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BI A CHORD BEARING OF NORTY 21.10.56" EAST AND A CHORD DISTANCE OF 351.34 EEET TO THE POINT OF ANOTHER COMPOUND CURVE. SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 135.00 FEET: THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OE SAID ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEST, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80.08.23" EAST AND A CHORD DISTPNCE OF 223.05 FEET
 NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY IINE AND AIONG TYE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEE\%, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF SOUTH 29.18.05" EAST AND A CHORD DISTANCE OF 95.25 FEET TO THE POIMT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE NORTHSASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF SOUTH 52.45.08" EAST AND A CHORD DISTANCE OF 316.10 FEET TO THE END OF SAID CURVE, LYTNG ON THE AFORESAID SOJTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD: THENCE SOUTH 15 ${ }^{\circ}$ 10.32* WEST LEAVING SAID SOTMHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 43.76 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.45 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH 73.19.22" WEST AND A CHORD DISTANCE OF 55.70 FEET TO THE POINT OF TRNGENCY OF SAID CURVE; THENCE SORTH 57.09.08* WEST, A DISTANCE OF 49.96 FEET TO TGE POINT OF CURVE OF A CURVE SAID CURUE BETNG CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY ALONG THE FRE OF SAID CURVE, AN ARC DISTANCE OF 32.25 FEET, SAID zARC EEING SUBTENDED BY A CHORD BEARING OF NORTH 75.37.52" WEST AND A CHORD DISTANCE OF 31.70 FEET TO THE POINT OF TANGENCY OF SAID CUPVE: THENCE SOUTH $85 \cdot 53.25 "$ WEST, A DISTANCE OF 16.13 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORIKEASTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.88 FEST, SAID ARC BEING SUBTENDED BY A CHORD EEARING OF NORTH $65^{\circ} 31.43^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 47.84 FEET TO THE PCINT OF TANGENCY OF SAID CURVE: THENCE NORTH $36.56 .51^{\circ}$ WEST, A DISTANCE OF 27.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOITH $79.02 \cdot 23^{*}$ WEST AND A CHORD IISTANCE OF 53.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15"01.38" WEST, A DISTANCE OF 11.32 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.62 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF SOUTH 43.27.26" WEST AND A CHORD DISTANCE OF 47.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 73.53.18" WEST, A DISTANCE OF 24.17 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SCLTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.13 FEET, SAID ARC BEING SUBTENDED BY A CHC ZD BEARING OF SOUTH 54.34.42- WEST AND A CHORD DISTANCE OF 17.85. FEL TO THE POINT OE TANGENCI OF SAID CURVE; THENEE SCUTH 37.16.06- WEOA, A DISTANCE OF 59.36 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.03 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53.38.03. WEST AND A CHORD DISTANCE OF 88.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A distance of 99.44 feet to the point OF CURVE OF A CURVE. SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET: THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE,
 BEARING OF DUE SOUTH AND A CHORD DISTANCE OF 100.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE LUE EAST, A DISTANCE OF-

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114.11 FEET TO THE POINT OF CURVE OF A CURVE. SF.ID CURVE EEING CONCAVE SOUTMERLY having a radius of jo.00 fEET: TiENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.17 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81.18.39. EAST AND A CHORD DISTANCE OF 15.1 .1 FEFT TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $72.37 .17^{\circ}$ EAST. A DISTANCE OF 58.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY AiNO the arc of said Curve, an arc distance of 71.30 feet, Said ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86.57.07" EAST AND A CHORD DISTANCE OF 69.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 66.31.32. EAST, A DISTANCE OF 140.15 FEET TO THE POINT OF CURVE OF A CUKVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 86. 65 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF SOUTH $88.39 \cdot 04^{\circ}$ EAST AND A CIORD DISTANCE OF 83.96'EEET TO THE POINI OF TANGENCY OF SAID CURVE; THENCE SOUTH 63*49.40" EAST, A DISTANCE OE 39.98 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78:27.22* EAST AND A CHORD DISTANCE OF 50.51 FEES TO THE POINI OF TANGENCY OF SATD CURVE; THENCE NORTH 86.54.55. EAST, A DISTANCE OF 117.69 FEET TO THE POINT OF CURVE OF A CURVE, .SAID CURVE BEING CONCAVE SOUTHWESTERLY HAYING A RADIUS OF 100.00 FEET; THENCE SOLTHFASTERIY ALONG THE ARC OF SAID CURVE, FN ARC dISTANCE OF 41.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTII 8i'12:3i= EAST AND A CHORD DISTANCE OF \&i.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69.19.58* EAST, A DISTANCE OF 145.04 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERIY HAVING A RADIUS OF 40.00 FEET: THENCE NORTHEASTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56.54.50* EAST AND A CHORD DISTANCE OF 64.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03.09.37. EAST ALONG A LINE TO ITS INTERSECTION WITH TIIE RFORESAID SOUTHERLY PICHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 182.61 FEET: THENCE NORTH 85.53.250 EAST AIONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.32 EEETT TO THE PRINTM OF gecinnine.

CONTAINING 30.52 ACRES MORE OR less.

NORTHWEST PARCELS iL ANL is
A PART CF THE ANTONIO SUUERTAS GRANT, SECTION 38, TGGETHER WITH A PRRT OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIEED AS FOLLONS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH $144^{\circ} 55^{\circ} 52^{\circ}$ WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53.13.38. EAST ALONG A LINE TO IT:S INTERSECTION WITH THE NORTHWESTERLY RIGHT-OFWAY LINE OF INTERNATIONAL GOLF PARKWAY (A IOO FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET: THENCE NORTH SO. 29.50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY IINE, A DISTANCE OF 2492.30 FEET; THENCE NORTF 44. $29.54^{\circ}$ EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET, SAID POINT BEING ON M CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A VARIABLE RIGHT-OF-WAY WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING CF NORTH $00^{\circ} 30^{\circ} 05^{\circ}$ WEST AND A CHORD DISTANCE OF 10.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $45^{\circ} 30 \cdot 05^{\prime \prime}$ WEST CONTINUING ALONG SAID RIGHT-OFWAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEEM; THENCE HORTHWESTERLY CONTINUING ALCNG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NOR'CH 31.53.47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $18^{\circ} 17^{\prime 2} 27^{\circ}$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A distance of 225.47 feet to the potnt of curve of a curve, concave ERSTERLY HAVING A RADIUS OF 400.00 FEET: THENCE NORTAERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH O4.43.43" EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SATD CURVE; THENCE NORTH 27.44.53" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 133.59 EEET TO THE POINT OF CURVE OF A CURVE, CCNCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET: THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-CF-WAY LINE AND ALONG THE ARC OF SAID CURVE, RN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $03^{\circ} 15^{\prime 1} 19 "$ WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34.15.32* WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.76 FEET TO THE ROINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET: THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 268.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARING OF NORTH 21.26.59" WEST AND A CHORD DISTANCE OF 266.05 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING, SAID PCINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS CF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.16

58.24:00" WEST AND P CHORD DISTANCE CF 67.55 FEET TV THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79.06. $25^{\prime \prime}$ WEST. A DISTANCE OF 295.72 FEET TO THE POINI OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.20 FEET; THENCE NORTHNESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 159.66 FEET, SATD AKC BEING SUBTENDED EY A CHORD BEARING OF NORTY 70.24.00- WEST AND A CHORD DISTANCE OF 152.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $39.54 \cdot 26^{*}$ WEST, A DISTANCE OF 42.60 FEET TO THE POINT OF CURVE OF A CURVE, CUNCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERIY ALONG THE ARC OF SAID CURVE, AN ARC UISTANCE OF 119.83 FEEE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57'04.19" WEST AND A CHORI DISTANCE OF 118.05 FEET to tiie point of tangency of said curve; thence north 74.1.4.12" west, A DISTANCE OF 3.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RAEIUS OF 200.00 FEET; THENCE NORTHNESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OE 258.63 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF NORTH $37{ }^{\circ} 11.27$ * WEST AND h CHORD DTSTANCE OF 240.98 FEET TU THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH OC•O8.41" WEST, A DISTANCE OF 278.58 FEET: THENCE NORTH $00^{\circ} 16 \cdot 31$ WEST, A DISTANCE OF 38.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 75.00 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $22^{\circ} 51^{\prime \prime} 49^{\circ}$ EAST AND A CHORD DISTANCE OF 58.94 FEET TO THE POINE OF TRNGENCY OF SAIE CURVE; THENCE NORTH $86.00 \cdot 10^{n}$ EAST. A DISTANCE OF 22.71 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 71.47 FEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.19 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH $25^{\circ} 29.06^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 50.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $04.58 .02 \%$ EAST, A DISTANCE OF 13.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERIY HAUING A RADIUS OF 300.00 FEEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 150.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARING GF NORTH 19*'19.05" EAST AND A CHORE DISTANCE OF 148.72 E゙EET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 33.40.09" EAST, A DISTANCE OF 31.75 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET: THRNCE NORTHEASTERLY ALONG THE APC OF SAID CURVE, AN ARC DISTAMCE OF 138.34 FEFT, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $13^{\circ} 46.56^{\circ}$ EAST AND A CHORD DISTANCE OF 136.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 06.06.16" WEST, A DISTANCE OF 189.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 189.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.95 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF NORTH $41^{\circ} 43.28^{\circ}$ EAST AND A CHORD DISTANCE OF 281.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89.33.13. EAST, A DISTANCE OF 160.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39-38.48" EAST AND A

## O.R. 1185 PG 0771


#### Abstract

WESTERIY RIGHT-OF-WAY LINE OF ROYAI FINES FARKHAY, AISO EEING THF POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET: THENCE SOUTHEASTERLY ALONG SAID WESTERIY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 293.22 FEET, SAID ARC BEING SUBTENDED BY $A$ CHORD BEARTNG OF SOUTH 1告15.37" EAST AND A CHORD DISTANCE OF 292.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 26.15.36" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-OFWAY LINE FND AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14  EAST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 21.25.04" WEST CONTINUING AIONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2.70 FEET TO THE POINT OS CURVE OF A CURVE, CONCAVE EAST'ERLY HAVING A RADIUS OF 600.00 FFET: THENCE SOUIHERLY CONTINUING ALONG SAID RIGFT-OF-WAY LINE AND ALONG THE ARC OF SAID CIRVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTA 06.23.19" WEST AND A CHORD DISTANCE OF 311.17 FEET TC THE POINT OF BEGINNING.

CONTAINING 23.34 ACRES MORE OR LESS.


PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH. RANGE 28 EAST, ST. JOHNS COUNTY, FLOREDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT REFERENCS, COMNENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOUNSUIP AND RANGE: THENCE SOUTH $14^{\circ} 55^{\circ} 52^{*}$ WEST ALONG THE WESTERIY LINE OF SAIL SECTICN 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANEE OF 7123.49 FEET: THENCE SOUTH 53.13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-CF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTRBLISHED). A IISTANCE DF 2224.53 FEET: THENCE NORTH 50'29'50" EAST ALONG SAID NORTHWESTERLY PIGHT-OFWAY LINE, A DISTANCE OF 2492.30 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE: THENCE NORTH 44.29.54" EAST CONTINUING ALONG SAID RIGHI-OF-WAY LINE, A DISTANCE OF 1106.96 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHM-OF-WAY LINE OF INTERNATIUNAL GOLF GARKWAY AND ALONG THE EASTERLY RIGHT-OFWAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89:29.55" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINTI OF TANGENCY OF SAID CURVE; THENCE NORTH 45.30.05" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-NAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIC'S OF 450.00 FEET; THENCE NORTHNESTERLY ALCNG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC dISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31.53 .47 . WEST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18.17.27" WEST CONTINUING ALONG SAID RTGHT-OF-WAY LINE, A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18.17.27" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY RLONG THE ARC OF SAID CURVE CONTINUING RLONG SAID RIGHT-OF-WAY LINE, AN AFIC DISTANCE OF 241.0E FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04.43.43* EAST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27.44.53" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANNE OF 323.87 FEET TO THE POINT OF CUPUE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALUNG SAID RIGHT-OF-WAY LINE, AN ARC DISTPNCE OF 703.45 FEET, SAID ARC EEING SUBTENDED BY A CHORL BEARING OF NORTH 03.151.9n WEST AND A CHORD DISTANCE OF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH $34^{\circ} 15^{\circ} 32^{-}$WEST CONTINUING ALONG SAID RIGHT-CF-WAY LINE, A DISTANCE OF 247.04 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 405.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD GEARING OF NORTH 11.00.19* WEST AND A CHORD DISTANCE OF 394.80 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $63^{\circ} 47^{\circ} 57^{\circ}$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF ROYAL PALMS PARKWAY, A DISTANCE CF 23.17 FEET: THENCE SUUTH

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28.17.09" WEST, A DISTANCE CF 49.64 FEET; THENCE SOUTH 61.42.51" EASI, A DISTANCE OF 92.57 FEET TO THE POINT OF CURVE DF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAIL ARC BEING SUBTENDED BY A CHORU BEARING OF SOUTH $55^{\circ} 25^{\circ} 10^{\circ}$ EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT ON SEID CUREE; THENCE SOUTH $43^{\circ} 26^{\prime} 51^{\prime \prime}$ WEST, A DISTANCE OF 68.30 FEET; THENCE SOUTH $06^{\circ} 44^{-41 " ~ E R S T, ~ A ~ D I S T A N C E ~ O F ~ 191.68 ~ F E F T ; ~ T H E N C E ~ S O U T H ~ 41.26 .48 * ~}$ EAST, A DISTANCE OF 506.50 FEET; THENCE SOUTH $01.44 \cdot 10$ - EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH 54.27.45" EAST, A DISTANCE OF 44.81 FEET: THENCE SOUTH 01.45.51" EAST, A DISTANCE OF 175.04 FEET; THENCE SOUTH 54*12.37" WEST. A DISTANCE OF 28.59 FEET; THENCE SOLTMH 03.54.38* WEST, A DISTANCE OF 27.60 FEET: THENCE SOUTH 73.27.08" WEST, A DISTANCE OF 28.79 FEET; THENCE NORTH $86.03 .54{ }^{\circ}$ WEST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 85.51.31" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH $47^{\circ} 44$.56" WEST, A DISTANCE OF 48.37 FEET: THENCE SOUTH $36^{\circ} 12.57^{\prime \prime}$ WEST, A EISTANCE OF 49.17 FEET; THENCE SOUTH 84.59.56" WEST, A DISTANEE OF 29.43 FEET; THENCE SOUTH 08.47.59* WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH $844^{\circ} 47.42$ N WEST, A DISTANCE OF 26.57 FEET; THENCE NCRTH $68^{\circ} 15^{\prime \prime} 46^{\prime \prime}$ WEST, A DISTANCE OF 27.25 FEET; THENCE SCUTH 84.02'17" WEST, A DISTANCE OF 33.26 PEET; THENCE NORTH $65^{\circ} 00 \cdot 50^{\circ}$ WEST. A DISTANCE OF 26.11 FEET; THENCE SOUTII 67'34'5̄" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.97 ACRES IMORE OR LESS.

PARCEL 17

PART OF SECTION 44, TOGETHER WI'TH A PART OF SECTION 38 OF THE ANTONIO EUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICUIARLY DESCRIBED AS FOLLONS: FOR 2. POINT OF KEFERENCE, COMMENCE AT A COMMON CORNER TO SATD SECTIONS 38 AND 44. AT THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $14^{\circ} 55^{\circ} 52^{\circ}$ WEST ALONG THE NORTHWESTSRLY LINE OF SAID LANDS, A DISTANCE OF 502.65 FEET: THENCE SOUTH 75.04.08* EAST, A DISTANCE OF 221.46 FEET TO THE POINT OF BEGINNING: THENCE NORTH 42.08.00" EAST, A DISTANCE OF 212.83 FEET; THENCE SOUTH 84.06.59" EAST, A DISTANCE OF 143.67 FEET; THENCE NORTH 36.07.29" EAST, A DISTANCE OF 71.88 FEET; THENCE NORTH $21^{\circ} 42^{3.37^{\circ}}$ WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57.29.02* WEST, A DISTANCE OF 66.63 EEETT; THENCE NOPTH 12*56.14" WEST, A DISTANCE OF 54.95 EEET; THENCE NORTH $30^{\circ} 42 \cdot 22^{\prime}$ EAST, A DISTANCE OF 85. 68 FEET: THENCE NORTH 35.33'19* EAST, A DISTANCE OF 216.78 FEET; THENCE NORTH 28.40.30. EAST, A DISTANCI OE 40.07 FEET; THENCE NORTI $29.38^{\circ} 377^{\circ}$ EAST, A DISTANCE OF 96.08 EEET; THENCE NORTH $40^{\circ} 51^{\prime 2} 2 i^{\prime \prime}$ ERST, A DESTANCE OF 122.51 FEET; THENCE NORIH $65^{\circ} 42^{\prime 3} 3^{\circ}$ EAST, A DISTANCE OF 70.04 EEET; THSNCE NORTH 87.11.45" EAST, R DISTANCE OF 88.39 FEET; THENCE SOUTH 42.36.16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH $82^{\circ} 1^{\circ} 3^{\circ} 04^{\circ}$ EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH $34^{\circ} 01.44^{\circ}$ ENST, A DISTANCE OF 54.10 FEET; NHENCE NORTH $20^{\circ} 27112 *$ FAST, A DISTANCE OF 180.61 FEET; THENCE NORTH $22^{\circ} 59.20^{\circ}$ WEST, A DISTANCE OF 94.68 FEET; TYENCE NORTH 10.55'13* WEST, A DISTENCE OE 149.84 FEET; THENCE NORTH $77^{\circ} 00 \cdot 58^{\circ}$ EAST, A DISTANCE OF 169.09 FEET; THENCE SOUTH 83.56'39" EAST, A DISTANCE OF 193.94 FEET; THENCE SOUTH 70.40.54* EAST, A DISTANCE OF 90.54 FEET; THENCE DUE SOUTH, A DISTANCE OF 71.31 FEET; THENCE SOUTH 71.33.54" EAST, A DISTANCE OF 125.29 FEET; THENCE NORTH $36^{\circ} 23.04$ EAST, A DISTANCE OF 62.3A FEET: THENCE SOUTH $53^{\circ} 59^{\circ} 50^{\circ}$ EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 85*41.12" EAST, A DISTANCE OF 186.12 FEET; THFLNCE SOUTH 66.04.54" EAST, A EISTANCE OF 159.36 FEET; THENCE SOUMK 39*12.26* EAST, A DISTANCE OF 171.94 FEET; THENCE SOUTH 19.23.02* WEST, A DISTANCE OF 174.64 FEET: THENCE SOUTH 23.03.04" WEST, A DISTANCE OF 154.00 FEET; THENCE SOUTH $29^{\circ} 24.23^{\prime \prime}$ WEST, A DISTANCE OF 26.80 EEET: THENCE SOUTH 82.33.50" WEST, A DISTANCE OF 37.48 FEET: THENCE SOUTH $30^{\circ} 26.47$ WEST, A DISTANCE OF 38.59 FEET; THENCE SOUTH 12.08.05" EAST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 62.44.58* WEST, A DISTANCE OF. 16.27.FEET; THENCE SOUTH $21.40^{\circ} 55^{\circ}$ WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02.52.40 EAST, A DISTRNCE OF 28.13 FEET; THENCE SOUTH $03^{\circ} 14.24{ }^{\prime \prime}$ EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH $31.55^{\circ} 36^{\circ}$ EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13.46.07* EAST. A DISTANCE OF 33.57 FEET: THENCE SCUTH 32.28.46* EAST. A UISTANCE OF 6.71 FEET; THENCE SOUTH 23.03.04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON $r$ CURVE, SAID CURVE BEING CONCAVE NORIHWESTERLY HAVING A RADIUS OF 1050.00 FEET: THENCE NORTHEASTERLI ALONG THE MRC OF SAID CURVE, AN ARC DISTMNCE OF 2\%8.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NURTH


TARGENCY OF SAID CURVE: THENCE NOKTH $72 . j 1.2 i$ EAST, A DESTANEE OF 106.18 EEET; THENCE NORTH $28^{\circ} 55^{\prime 0} 04 \%$ WEST, A DISTANCE OF 156.28 FEET; THENCE NORTR $21^{\circ} 43^{19 \%}$ EAST, A DISEANCE OF $293.6 i$ FEET; THENCE NORTH $46^{\circ} 16^{\circ} 39^{\circ}$ EAST, A DISTANCE OF 241.42 FEET; THENCE NORTH 63*26.06" EAST, A DISTANCE OF 282.24 FEET; THENCE NORTH 78.20.27" EAST, A DISTANCE CF 225.54 FEET; THENCE NORTH 85.07.17" EAST, A DISTANCE OF 207.34 EEET; TFENCE SOUTH $88^{\circ} 26.55^{\circ}$ EAST, A DISTANCE OF 385.91 EEET; THENCE SOUTH 31.1.2.02. EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH $63^{\circ} 23^{\circ} 53^{\circ}$ EAST, A DISTANCE OF 8.08 FEET TO A FOINT ON A CURVE, SAID CURVE BEING CONCAVE SCUHHEASTERLY HAVING A RADIUS OF 85.00 FEET: THENCE NORTHEASTEPLY ALONG TIE FRC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC HEING SUBTENDED BY A CHORD BFARING GF NORTH $1 \epsilon^{\circ} 43.14^{\circ \prime}$ EAST AND A CHORD DISTANCE OF 76.65 EEET TO THE POINT OF TANGENCY OF SAID CURVE; THETICE NORTH $4^{\circ} 3 i \cdot 13$ E EAST, A DISTANCE CF 194.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 125.00'FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.37 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH $35^{\circ} 52^{\circ} 20^{\circ}$ EAST AND A CHORD DISTANCE OF 33.27 FEET; THENICE SOUTH $34.37 .10^{\circ}$ EASM, A DISTANCE OF 22.63 EEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SCUTHEASTERLY AIONG THE AFC $O F$ SAID CURVE, AN AFC UISTANCE OF 15.71 FEET, SAID ARC BEIANG SUBTENDED BY A CHORD BEARING CF SOUTH $79^{\circ} 37.38^{\circ}$ EAST AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; MHNCE NORTHEASTERLY ALONG TRE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60.41.15* EAST HND A CHORD DISTANCE OF 92.76 EEET TO THE POINT OF TANGEANCY OF SAID CURVE: THENCE NORTH $66^{\circ} 00^{\circ} 34^{\circ}$ EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE
 AIONG THEE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORIH 24.44.05* EAST ARD A CHORD DISTANCE OF 32.98 EEET TO THE POIMT OF CUSP ON THE WESTERLY RIGFT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A IOO FOOT. RIGHT-OF-WAY) ; THENCE SOUTH $17^{\circ} 24^{\circ} 57^{\circ}$ EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEINS CONCAVE NORTHEASTERIY HAVING A PADIUS OF 550.00 FEET: THENCE SOUTIEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERIY RIGHT-OF-WAY IINE, AN ARC DISTANCEE OF 147.83 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF SOUTH 25.59-29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSF OF A CURVE, SAID CURVE BEING CONCAVE SOUMHWESTERLY HAVING A RADIUS OF 50.00 EEET: THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGITT-OF-WAY LINE OF ROYAL PINES PAPKWAY ANL AIONG THE ARC OF SAID CUKVE, AN ARC DISTANCE OF $62 . \angle 0$ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69.19.43" WEST AND A CHORD DISTANCE OF 58.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 75.02.04" WEST, A DISTANCE JF 51.89 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERUY HAVING A RADIUS OF. 30.00 EEET: THENCE

SOUTHWESTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.53 FEET. SAID ARC BEING SUBTENDED BY A CHORD EEARING OF SOUTH 17.14.03* WEST AND A CHCRD DISTANCE OF 50.77 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A. RADIUS OF 75.60 FEET: THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 122.53 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEAFING OF SJUTH O8.31.41" WEST BND A CHORD DISTANCE OF 113.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57.37.19^ WEST, A DISTANCE OF 13.32 FEET; THENIEE SOUTH $29.25 .28 "$ WEST, A DISTANCE OF 22.68 FEET: THENCE SOETH 53.37.04* WEST, A DISTANCE OE 25.91 FEET: THENCE SOUTH 31.58.08* WEST, A DISTANCE OF 36.33 FEET: THENCE SOUTHF 51.41.03" WEST, A DISNANCE OF 40.58 EEET; THENCE SOUTH 22.38.15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH $37^{\circ} 23^{\circ} 31^{\circ}$ WEST, A DISTANCE OF 33.00 EEET; THENCE SOUTH 21.27.15* WEST, A DISTANCE OF 25.56 FEET: THENCE SOUTHE $05^{\circ} 22^{\circ} 14^{\prime \prime}$ EAST, A DISTANCE OF 33.14 FEET: THENCE SOUTH $25^{\circ} 00.47^{\circ}$ WEST, A DISTANCE OF 18.90 FEET; THENCE•SOUTH $28^{\circ} 48^{\circ} 51^{\circ}$ WEST, A DISTANCE OF 41.39 FEET; THENCE SOUTH 31.48.49" WEST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 56.22.24. WEST, A DISTANCE OF 60.55 FEET: THENCE SOUTH $42^{\circ} 57 \cdot 16^{\circ}$ WEST, A DISTANCE CF 29.27 FEET; THENCE SOIHH 28.16 .53 . WEST, A DISTANCE OF 32.94 FEET; THENCE SOUTH 28.31.33* WEST, A DISTANCE OF 23.88 FEET; THZNCE SOUTH $36^{\circ} 32.57^{\circ}$ WEST, A DISTANCE OF 33.43 FEET: TKENCE SOUTM 39.40 .29 WEST, A DISTANCE OF 29.25 FEET: THENCE SOUTH 47.23.31" HEST, \& DISTANCE OF 31.13 FEET: THENCE SOUTY 37.55.19" जEST, A DISTANCE OF 27.93 FEET; THENCE SOUTH $38^{\circ} 03^{\circ 1} 1.0^{\circ}$ VIEST, A DISTANCE OF 33.12 FEET: THENCE SOUTH $4 \epsilon^{\circ} 12 \cdot 39^{\prime \prime}$ WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH $55^{\circ} 14^{1464}$ WEST, A DISTLANCE OF 32.66 FEET; THENCE SOUTH 56.27.52* WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 43.11.39" WEST, A DISTANCE OF 32.28 FEET; THENCE SOUTH 41.51.18. WEST, A DISTANCE OF 32.11 EEET: THENCE SOUTH 49.36.31" WEST, A UISTANCE OF 28.12 FEET: THENCE SOUHF 54.14.19" HEST, A DISTAMCE OF 60.29 FEET: THENCE SOUTH 53.21.03" WEST, $\Lambda$ DISTANCE OF 33.11 FEET: THENCE SOUTH $4 \epsilon^{\circ} 20^{\circ} 08^{\prime \prime}$ WEST, A DISTANCE OF 30.67 FEET; THENCE SOUTH 49*10.59" WEST, A DISTANCE OF 38.17 FEET; THERCE SOUTH 56.00.18*
 DISTANCE OF 18.49 FEET; THENCE SOUTH $66^{\circ} 29.5^{\circ}$ WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69*18.45* WEST, A DISTANCE OF 37.61 FEET: THENCE SOUTH $70^{\circ} 25^{\circ} 19^{\circ}$ WEST, A DISTANCE OF 133.11 FEET; THENCE NORTH 81.05120 WEST, A DISTANCF OF 640.1.7 FEET TO A POINT O: $\lambda$ CURVE. SAID CURVE BEING CONCAVE NORTHWESTERLY GAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN AスC DISTANCE OF $9 G .03$ FEET, SAID ARC EEING SUBTENDED BY A CHORU BEARING OF SOUTH $60^{\circ} 41^{.5} 8^{\circ}$ WEST AND A CHORD DISTANCE OF 97.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 76.54.40" WEST, A DISTANCE OF 3C9.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTYERSTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NOETHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.99 FEET, SAID BRC BEING SUBTENDED BY A CHORD BEARTNG OF NORTH 62.34.52" WEST AND A CHORD DISTANCE OF 282.97 FEET TO A POIN2 OF REVERSE CURVE, SRID CURVE BEING CGNCRVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC RE SAIE: LIPIE. AN ARE DYSTANCE SF RQ, IT FFFT: SATD ARG BETNG

SUBTENDED BY A CHORD BEARING OF NORTH 73．28．15＂WEST AND A CHORD DISTANCE OF 78.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE， SAID CUPVE BEITNG CONCAVE NORIHWESTERLY HAVING A HADIUS OF 397.50 FEET；THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE，AN ARC DISTANCE OF 44．88 FEET，SAID ARC BEING SUETENDED BY A CHORD BEARING OF SOUTH $58^{\circ} 21^{\prime \prime} 59^{\circ}$ WEST AND A CHORD DTSTANCE OF 44．86 FEET TO A POINT ON SAID CURVE：THENCE SOUTH 27年每43＊EFST，A DISTANCE OF 103.53 FEET；THENCE SOUTH $54-30.3 \%$ WEST，A DISTANCE OF 501.05 FEET：THENCE NORTH $46^{\circ} 29^{\circ} 34^{\prime \prime}$ WEST，A DISTANCE OF $2 \dot{y} 1.81$ FEET TO THE POINT OF CURVE OF A CURVE，SAID CURVE BEING CONCAJE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET：THENCE NORTHWESTERLY AIONG THE ARC OF SAID CURVE，AN ARC DISTANCE OF 75.40 FEET，SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTF $82.29 .34{ }^{-1}$ WEST ANI A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CLTRVE； THENCE SOUTH 61．30．26＂WEST，A DISTANCE OF 53.53 FEET TO THE POINT OF CURVF OF A CURVE，SAID CURVE BEING CONCAVE SOUTHEASTERYY HAVING A RADIUS OF 85．00 FEET：THENCE SOUTHWESTERIY ALONG THE ARC OF SAID CURVE，AN ARC DISTANCE OF 48.12 FEET，SAID ARC BEING SUBTENDED BY A CHORD BEARINE OF SUUTH 45．17．18品 WEST AND A CHORD DISTANCE OF 47．48 FEET TO THE POIFT OF TANGENCY OF SEID CURVE；THENCE SOUTH 29．04．10＂WEST，A DISTANCE OF 60．80 FEET；THENCE NORTH 37．36．59＊ WEST，A DISTANCE OF 145.14 FEET TO A POINT ON A CURVE，SAID CURVE BEING CONCAVE NORTHNESTEPIY HAVING A RADIUS OF 200.00 FEET：THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE，AN ARC DISTANCE OF 80． 74 FEEL，SAID ARC BEING SUETENEET BY A CHORD BEARENG OF SOPFH 6．7．59．51＂ WEST AND A CHORD DISMANCE OF BO． 19 FEET TO A POINT ON SAIU CURVE： THENCE SOUTH $10^{\circ} 26^{\prime \prime} 16^{\circ}$ EAST，A DISTANCE OF 79.65 FEET；THENCE SOUTH $18^{\circ} 25^{\circ} 38^{\circ}$ WEST，A DISTANCE OF 48．32 FEET；THENCE SOUTF 88．36．10＂ WEST，A DISEANCE OF 141.44 FEET；THENCE NORTH 03．10．51．EAST，A
 35．77 FEET；THENCE SOUTH 84．07．31＂WEST，A DISEZNNCE OF 4O．49 FEET； THENCE NORTH $87^{\circ 1} 16^{\circ} 07^{\prime \prime}$ WEST，A DISTANCE OF 20.48 FEET；THENCE NORTH 87．23．45＂WEST，A DISTANCE OF 22．64 EEET；THENCE SOUTH 02．36．15＂ WEST，A DISTANCE OF 25.00 FEET；THENCE SOUTH $89^{\circ 16.10 \%}$ WEST，A DISIANEE OF 220．55 EEEN；THENCE NORTH A：22．C1＂JEST，A IISTANCK： OF 35.85 FEET；THENCE NORTH $52^{\circ} 21.49^{\circ}$ WEST，A DISTANCE OF 44.01 FEET：THENCE NORTH 41．46．52＂WEST，A DISTANCE OF 54．55 FEET；THENCE NORTH $34^{\circ} 19^{\prime 2} 22^{\circ}$ WEST，A DISTANCE OF 55.26 FEET；THEATEE NORAH $23^{\circ}$ E2．07．WEST，A EISTPNCE OF 35．27 FEET；THENCE NORTH 30．11．11＂ WEST，A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING．

CONTAINING 62.96 ACRES MORE OR LESS．

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38. TUWNSFIP 6 SOUTH, RAMGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIEED AS FOLLOWS: FCR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAJD TOWNSHIP 6 SOUTMY, RANGE 28 EAST: THENCE SOUTH $14^{\circ} 55^{\circ} 52^{\prime \prime}$ WEST ALONG THE WEST IDINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTICN THEREOF, A DISTANCE OF 7123.49 FEET: THENCE SOUTH $53^{\circ} 13^{\prime 3} 38^{\circ}$ EAST ALONG A LINE TO TTS INTERSECTION WITH THE PROPOSED NORTHWESTERLY RIGHT-OF-WAY ILINE OF INTERNATIONAI GOLF FARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET: THENCE NORTH $50.29 .50 "$ ERST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WHY LINE, A DISTANCE OF 799.83 FEET TO THE EOINT OF EEGINNING: THENCE NORTH 12.25:48" WEST LEAVING SAID PROPOSED NORTHWESTERLY RIGHT-OF-WFY LINE, A DESTANCE OF 26.34 FEET TO A ROINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NOKTREMSTERIX HAVING A RADIUS OF 225.00 FEET: THENCE NORTHWESTEPLY AIONG THE ARC $O F$ SAID CURVE, AN ARC DISTANCE OF 247.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70.57.58\% WEST AND A CHORD DISTANCE OF $234.8 B$ FEET TO THE POINT OF TANGENCY CE SAID CURVE: THENCE NORTH $39^{\circ} 30^{\circ} 07^{\circ}$ WEST, is DISTANCE OF 32.53 FEET; THENCE NORTH 47.51.45" WEST, A DISTANCE OF 274.23 FEET; THENCE NORTH 57.05.41" WEST, A DISTANCE OF 166.10 FEET; THENCE NORTH $61 \cdot 36 \cdot 25 \%$ WEST, A DISIANCE OF 129.38 FEET; THENCE NORTH $47.38 .49 \times$ WEST, A DISTANCE OF 298.31 TEET; THENCE NORTII $4 \epsilon^{\circ} 2 S^{\prime 2} 3$ " WEST, B DISTANCE OF 207.27 EEEM: THENCE NORTH 54.30.32" EAST, A DISTANCE OF 165.18 FEET; THENCE SOUTH 42.10.17" EAST, P DISTANCE OF 27.32 FEET TO A POINT LYING ON A CITRVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF $2 厶 .89$ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12.10.24" WEST AND A CHORD DISTANCE OF 23.32 EEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $23^{\circ} 28^{\circ} 57^{\circ}$ EAST, A DISTANCE OF 9.16 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RPDIUS OF 50.00 FEET; THENCE SOUTHEASTERIY AIONG MEE RRE CF SAID CURVE, AN ARC DISTANCE OF 21.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOJTH $11^{-24} .56^{\circ}$ EAST AND A CHORD DISTANCE OF 20.90 FEET TO THE POINT OF TANGENCY OF SAID
 POINN OE CLREVE CF E CUSVE, CONCAVE NORTMREASTERIY HAVING A RADIUS OE 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $73^{\circ} 46^{\prime 1} 16^{\circ}$ EAST AND A CHORD DISTANCE OF 38.53 FEETP TO THE POINT OF TANGFNCY OF SAID CURVE; THENCE NORTH $31^{\circ} 48^{\circ} 27$ " EAST, A DISTANCE OF 19.43 FEST TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 12.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $49^{\circ} 04 \cdot 51$. EAST AND A CHORD DISTANCE OF 11.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $66^{\circ} 21 \cdot 16^{\circ}$ EAST, A DISTANCE OF 17.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF SO. 00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN
 BEARING OF NORTH $40^{\circ} 22^{\circ} 56^{\circ}$ EAST AND A CHORD DISTANEE OF 43.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14*24.33*EAST,

A DISTANCE OF 1.06 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTYEASTERLY HAVING A RADIUS CF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.71 FEET, SAID ARC BEING SUBTENDED BY A CHOPD BEARING OF NORTH $45^{\circ} 30.48^{\prime \prime}$ EAST PND A CHORD DISTANCE OF 20.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE KORTH 76.37.01: EAST, A DISTANCE OF 34.55 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59.41.46" ELST AND A CHORD DISTANCE OF 58.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42.46.33\% EAST, 7. DISTANCE OF 9.46 FEET TO THE FCIAT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHESSTERLY ALONG THE PRC OF SAID CURVE, AN ARC DISTANCE OF 29.36 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF NORTH 70.48'54" EAST AND A CHORD DISTANCE OF 28.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 81.08.43- EAST, A DISTANCE OF 21.10 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE AFC OF SAID CURVE, AN ARC DISTANCE OF 26.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $83^{\circ} 24^{\prime 2} 51^{\circ}$ EAST AND A CHOPD DISTANCE OF 26.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67.58.22" EAST, A DISTANCE OF 16.89 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RPDIUS OF 50.00 FEET: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $87.43 .25 "$ EAST AND A CHORD DISTANCE OF 41.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $63^{\circ} 25 \cdot 11^{\circ}$ EAST. A DISTANCE OF 1.12 FEET TO THE PGINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 8O"49.18" EAST AND A CHORD DISTANCE OF 17.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81.46.35" EAST, A DISTANCE OF 60.3.8 FEET TO TAE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SCUTH 88.46.21" EAST AIID A CHORD DISTANCE OF 32.84 FEFT TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $79.19 \cdot 16^{\circ}$ EAST, A DISTANCE OF 17.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.61 FEET, SAID ARC REING SUSTENDED BY A CHORD EEARING OF SOUHT $75^{\circ} 04,48^{\circ}$ EAST AND A CHORD DISTANCE OF $29.5 \varepsilon$ FEET TO THE POINT OF TANGENCY OF SAID CURVE; 'CHENCE SOUTH 70.50.18" EAST, A. IISTANCE OF 45.66 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47.23.42" EAST1 AND A CHORD DISTANCE OF 47.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $23^{\circ} 57^{\prime 0} 07^{\circ}$ EAST, A DISTANCE OF 28.22 FEET TO THE FOINT OF CURVE OF A. CURVE, CONCAVE NORTHEASTEREY HAVING A RADIUS OF ©U.UU TEEF: THKNCE SOUTHEASTERLY AIONG THE ARC OF SAID CURJE, AN ARC DISTANCE OF 29.47 FEET, SAID ARC BEING SUBTENDED BY A CHOKD BEARING OF SOUTF: $38^{\circ} 011^{\prime 2} 26^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 29.18 FEET

TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 52.05.45" EAST, A DISTANCE OF 43.51 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTIFESTERLY HAVING A RADIUS OF 60.00 FEET: THENCE SOUTHEASTERLY along the arc of said curve, an arc distance of 53.67 feet, said ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $2 E^{\circ} 28^{\prime 2} 17^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 51.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $10^{\circ} 50.49$ 年 EAST, A DISTANCE OF 31.28 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERIY HAVING A RADIUS OF 70.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.83 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF SOUTH $45^{\circ} 23^{\circ} 09^{\circ}$ EAST AND A CHORD DISTIANCE OF 98.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $89^{\circ} 55^{\circ} 28^{\circ}$ EAST, a Distaince of 5.69 feet to the foini of curve of a curve, cuncave NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.19 FEET, SAID ARE BEING SUBTENDED BY A CHORD BEARING OF NORTH 41.16.53" ERST AND A CHOPD DISTANCE OF 90.28 FEET TO THE POINT OF TANGENCY OF SAID CURUE: THENCE NORTH $07^{\circ} 30144^{\circ}$ WEST, A DISTANCE OF 29.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVF. SOUTHEASTERLY HAVING A FADIUS OF 50.00 FEET: THENCE NORTHEASTERL: ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.51 FEST, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTY 11.06.51" EAST AND A CHORD DISTANCE OF 31.94 FEET TO THE POINT CF TANGZACY OF SAID CURVE; THENCE NORTH 29.44.31" EAST, A DISTANCE OF 5.11 SEET TO THE POINE OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEPSTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.68 FEET, SAID ARC BEING SUBTSNDED BY A CHORD BEAPING OF NORTH 06.37.41" EAST AND A CHORD DISTANCE OF 78.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $16^{\circ} 29^{\prime} 08^{\prime \prime}$ WEST, A DISTANCE OF 31.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY IIAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26.53.33 EAST AND A CHORD DISTANCE OF 68.68 FEET TO TIE POINT OF TANGENCY OF SAID CURVE: THENCE FORTM 70.16.14" EAST, A DISTANCE OF 44.31 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOITHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.56 FEET. SAID ARC BEIMG SUBTENDED BY A CHORD BEARING OF NORTH $78 \cdot 02.18^{\circ \prime}$ EAST AND A CHORD DISTANCE OF 13.52 FEET TO THE END OF SAID CURVE; THENCE NORTH 85'46.45" EAST, A DISTANCE OF 8.52 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, BN ARC DISTANCE OF 11.48 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 79.12.04" EAST AND A CHORD DISTANCE OF 11.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 72.37.23" EAST. A DISTANCE OF 103.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75'44'53" EAST AND A CHORD DISTANNCE OF 52.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44.07.08" EAST. A DISTANCE OF 4.08 FEET: THENCE SOUTH $66^{\circ} 33^{\circ} 36^{\circ}$ EAST, A DISTANCE OF 8.48 FEFT; THENCE NORTH $78^{\circ} 25^{\circ} 22^{\prime \prime}$ EAST, A DISTANCE OF 48.40 FEET; THENCE NORTH $84^{\circ} 33^{\circ} 38^{\circ}$ EAST, A DISTANCE OF 36.43 FEET; THENCE SOUTH 70.03.II" EAST, A DISTANCE OF
93.83 FEET: THENCE MORTH 89.52.29" EAST, A DISTANCE OF 62. 23 FEET; THENCE NORTY 89*48.31" EAST, A DISTANCE OF 37.99 ENEET THENCE SOUTH 85*12.21" EAST, A DISTANCE OF 69.88 FEET; THENCE SOUTH $30^{\circ} 11^{\circ} 42^{-}$ EAST, A DISTANCE OF 64.19 FEET; THENCE SOUTH 77.20.13" EAST, A DISTANCE OF 39.46 FEET TO THE POINT DF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET: THENCE SOUTHEASTERLY ALONG THE AFC OF SNID CURVE, AN ARC DISTANCE OF 42.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $36^{\circ} 57^{\circ} 20^{\circ}$ EAST AND A CHORD DISTANCE OF 38.87 FEET TO THE POINT OF TANGENCY CF SAID CURVE; THENCE SOUTH $03^{\circ} 25^{\circ} 3^{\prime \prime}$ WEST. A DISTANCE OF 28.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHVESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHNESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.8.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $21.23 .42^{\circ}$ WEST AND A CHORD DISTANCE OF 18.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $39.21 .58{ }^{\circ}$ WEST, A DISTAASE OF 8.58 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OE 15.00 FEEI; TMENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07*47.00" WEST AND A CHORD EISTANCE OF 9.36 FEET TO THE FOINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $1.0^{\circ} 23.57{ }^{\circ}$ EAST, A DISTANCE OF 1.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 29.00 FEET: THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04.32.45* WEST AND A CHORD DISTANCE OF 10.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19.29.29* WEST, A DISTANCE OR A2. 67 PEET TO THE POINT OF CURVE OR A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 19.44 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARTNG OF SOUTH 66.C0.08" EAST AND A CHORD DISTANCE OF 38.77 FEE: TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $28^{\circ} 30^{\prime 1} 6^{\circ}$ EAST, A DISTANCE OF 63.67 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 32.53 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF NORTH $47^{\circ} 08^{\prime 3} 6^{\circ}$ EAST AND A CHORD DISTANCE OF 31.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65*46.56" EAST, A DISTANCE OR $3 \equiv .76$ EEET TO THE ROINT OE CURVE OF A CURVE, CONCAYE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NCRTHEASTEENTX ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $53^{\circ} 31^{\prime \prime} 18^{\circ}$ EEAST AND A CHORD DISTANCE OF 21.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; ITHENCE NORTH 41'16.39最 EAST, A DISTANCE OF 74.46 FEET; THENCE SOUTH 39'30'10" EAST ALONG A LINE TO ITS INTERSECTION WITH AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 48.58 FEET: THENCE SOUTH $50^{\circ} 29.50^{\circ}$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1228.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.50 ACRES MORE OR LESS.

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HOYAL PINES PAKKWAY

A PAKT OF THE ANTONIO GUERTAS GRANT, SECTION 38, TOGETHER WIIH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOW'S: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOLTTH 14.55.52* WESM ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 EEET; THENCE SOUTH 53.13.33" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OFWAY LINE OF INTERNATIONAI GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 22"4.53 FEET: THENCE NORTH 50²9.50" EAST ALONG SAID PROPOSED NORTHWESTERIY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 4 $6^{\circ} 29^{\circ}$ S4" EAST CONTINUING ALONG SAID $^{\circ}$ PROROSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BIGGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTEERIY HIAVING A RADIUS OE 50.00 FEET; THENCE NORTHWESTERIY LEAVING SAID RIGHT-OF-WAY LIIE AND AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ} 30^{\prime} 06^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45.30.05" WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE UF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET: THENCE NORTHGESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OS 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF HORTH 31.53.47" WEST AND A CHORD DISTANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $18^{\circ} 177^{\prime 2} 7^{\circ}$ WEST, A DISTANCE OF 225.47 FEET TO THE POTNT OF CURVE OE' A CURVE, CONCAVE EASTERTY HEVING A RENIES OF 400.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURUE, AN ARC DISTANCE OF 321..41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OE NORTH $04^{\circ} 43^{\prime} 43^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 312.84 FEET TO "HEE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $27^{\circ} 44^{\circ} 53^{\prime \prime}$ EAST, A DISTANCE OF 133.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 EEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BERAING OF NOKTH 03.15.19" WEST AND A. CHORD DISTANCE OF 875.65 EEETT TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $34^{\circ} 15^{\circ} 32^{\circ}$ WEST, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIVS OE GOO OO FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISIANCE OF 583.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $06^{\circ} 25^{\circ 14 " ~ W E S T ~ A N D ~ A ~ C H O R D ~ D I S T A N C E ~ O F ~ 560.37 ~ F E E T ~ T O ~ T H E ~}$ POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21:25:04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE. CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEETS: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02.25.17" WEST AND A CHORD DISTANCE OF 808.34 EEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26*15.38" WEST, A DISTANCE OF 206.92 FEEL TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SPID CURVE, AN ARC DYSTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD

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TO A POINT OF COMPOUND CURJE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 EEET: THENCE NORTHFASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $29.55 .35 \%$ EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERI,Y HAVING A FHADUUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FFET, SAID ARC BEING SUBTENDED BY A CHCRD BEARING OF NORTH 25'59.45" EAST AND A CHORD DISTANCE OF 215.67 EEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV boulevars, SAId Curve being concave westerly having a radius OF 2500.CO FEET: THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY IINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOTHTH 07.10.25* EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NCRTHEASTERLY HAVING A RAUIUS OF 550.00 FEET: THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUEJENDED BY A CHORD BEARING OF SOUTH 35*55.47" EAST AND A CHORD DISTANCE TF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.5C FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHTT-OF-WAY LINE OF WGV BOJLEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $52.45{ }^{\circ} 08^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPGUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $29.18 .05^{\circ}$ WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING F. RADIUS OF 135.00 FEET: THENCE WESTEERLY ALONG the arc of said curve, an arc distance of 262.48 feet, said arc BEING SUBTENDED BY A CHORD BEARING OF NORTH 80.OE. $23^{n}$ KEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A FADIUS OF 450.00 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21-10.56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTENLY IMAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AM! ARC DISTANCE OF 405.64 FEEY, SAID ARC BEING SUBTENDEN BY A. CHORD BEARING OF SOUTH 14.01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26.15.38* EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAIL CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARING OF SOUTH 02.25.17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $21^{\circ} 25^{\prime}$ C4" WEST, F DISTANCE OF 201.54 FEET TO 'I'HE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC


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## O.R. 1105 PG 0764

BEARING OF SOUTH 06.25'14" EAST AND A CHORD DISTANCE OF 466.98 FEET TO THE POINT OF TANGENCY OF SAID CUKVE; THENCE SOUTH 34.15.32" EAST. A DISTANCE OF 247.04 FEET TO THE PCINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAUING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONS THE ARC OF SAID CURVE, AN ARE DISTANCE OF ?03.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03.15.19" EAST AND A CHCRD DISTANCE CF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27.44.53' WEST, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY having a radius of 300.00 FEET: thence southerly along the arc of said curve, an arc DISTANCE OF 24I.06 FEET, SAID ARC BEING SUBTENDED BY A THOR BEARING OF SOUTH $04^{\circ} 43^{\prime .13 \%}$ WEST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18.17.27. EAST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HALING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31.53 .47 MEAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45.30.05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CCNCAVE WESTERLY HAVING A RADIUS OF 50.C0 FEET: TEENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN aRC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTEMDED BY A CHORD BEAKINJG OF NORTH 89*29.55" EAST ANB A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OE-VIAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44.29.S4. WEST ALONG SATD PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE A TISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.
I. NAME AND DEFINITIONS.

The name of this corporation shall be SAINT JORNS NORTEMEST RESIDENTIAL RROPERTY OWNERS ASSOCIATION, TNC. AII defined terms contained in these Articles shall have the same meanings as such terns are defined by the Declaration of Covenares and Restrictions Eor Saint Johns - Northwest Central to be recorded in the current public records of st. Johns County. Florida (the "Declaration").
II. PRTNCIPAL OFPICE HNN MAILING ADDRESS.

The location of the corporation's principal office and its. mailing address shall be 2395 International Golf parkway, St:. Augustine, Flerida 32095-8427, or at such other place as may be established by resolution of the Association's Board of Directors fxom time to time.
III. PURPOSES.

The general nature, objects and purposes of the Association axe:
A. To promote matters of common interest and concezn of the Owners of the Property which is located within a portion of the development known as Saint Johns (Northwest Quadrant), as more particularly described in and defined by the Declaration.
B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, and to cooperate with other associations responsible Eor administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to cont=ibute to such common maintenance interests whether within or without the Properey.
C. To control the specifications, architecture, design, appearance, elevation and location of, (and landscaping around) all buildings of any type, including walls, fences, site paving, grading, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Property, as well as che alteration, improvement, addition or change thereto.
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# EXHIBIT B 

## O.R. 1185 PG 6786

D. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, struetures, landscaping, paving and equipment, and to proside such other services for the benefit of the members of the Association, as the Board of Directors in its discretion detcrmines necessary, appropriate, and/or convenient.
E. To operate without profit for the sole and exclusive benefit of its Members and St. Johns County, Florida (the "County"). to the extent that the County shall own real property subject to the terms of the Declaratior.
F. To perform all of the functions contemplated for the Association and undertaken wy the Board of Directors pursuant to the terms and sonditions of the Declaration.

## IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:
A. To hold funds solely and exclusively for the kenefit of the Members and the County for purposes set forth in these Articles of Incorporation.
B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
C. To delegate power or powers where such is deemed in the interest of the Association.
D. To pirchase, lease, hold, sell, mortgage or otherwise acquire or dispose of reaj or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporazion, association, or governmental entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articies of Incorporation and not forbidden by the laws of the State of Florida.
E. To fix assessments to be levied against all or any port on of the property to defray expenses and costs of effectuating the objects and purposes of the Associarion and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or majntenance entities for the collection of such assessments.
F. To charge recipients for services rendered by the Association and the users of the Association properry where such is

## O. R . 1105 PG 8787

deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
H. To borrow money and, from time to time, to make, accept, endorse, exe=ute and issue debentures, promissory notes or ot her obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
I. To merge with any other assucjation which may perform similar functions located vithin the same geaeral vicinity of the Property.
J. In general, to have all powers conferred upon a
corporation by the iaws of the State of florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

## V. MEMBERS.

The members ("Members") shall consist of the Developer, each Subassociation, and each Owner of a Building Sire or Golf Courze Parcel who is not a member of a Subassociation.

## VI. VOTING AND ASSESSMENTSS.

A. Subject to the restrictions and limitations mereinafter set forth, each Member, otrer than the Developer, shall be entitled to the number of votes in the Association computed as follows:
(1) The Members who are Subassociations shall have the number of votes equal to the number oi Assessment Equivalents attributable to the Building Sites or Golf Course Parcels owned by Cwners who are members of such Subassoclations. The vores of Members who are Subassociations shall be exerciser by an officer of the Subassociation designated by the Board of Directors of such Subassociation.
(2) The Members, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Buildings Sites or Golf Course Farcels owned by them. The votes of Members who are Owners shall be exercised directly by such owners or cheir authorized renresentative.
(3) The Developer chall have the number of vates equal to the number of votes allocated to the Members other than the

Developer. plus one vore. The Deveioper stall have sich votir:g rights for so long as it shall own sny purtion of the property. or until it shall voluntarily relinquish its right vo vote in Association matters, whichever shall fizst occur.
B. When an Owner who is a Member is comprised of une or more persons or entities, all such persons shail be Members, and the vote(s) Eor the applicable portions of =he property shall be exercised as they among themselves shall decermine. The votes allocated to any Subassociation or Owner pursuant to these Articles cannot be divided for any issue and must be voted as a whole. except where otherwise required by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present. or cast by writcen ioailot by a quorum of the memioersinip, shail be binding upon the Members and the Association.
C. The Association will obtain funds with which to operate by assessment of the owners in accordance with the provisions of the Declazation, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

## VII. EQARD OF DIEECTORS.

A. The affaizs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be members of the Association and need not be residencs of the state of Florida. For so long as it shall own any portion of the property, the Developer shall have the right to appoint thrce (3) of the Directors and there shall be two (2) Directors elected by the Members of the Association other than the Developer.
B. Elections shall be by Dlurality vote. At the first annual election of the Board of Directors, the terms of office of the two (2; elected Directors shall be established at one (1) year. The Developer shall appoint three (3) Directors to serve for cerms of two (2) yeare each. Thereafter, zo many Directors shell be elected and appointed, as the case may be, as chere are regilar cezms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members whith elected or appointed them. In no event can a Board memier appointed by the Developer be removed except by action of the Developet. Any Director appointed by the Developer shall serve at the pleasure of rhe Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

## O.R. 1165 PG 0789

 of the Members and until their successors are elected or appointed and have qualified, are as foliows:```
James E. Davicison, Jr.
2395 Int\inrnational Gclf Parkway
St. Augustine, Florida 32095-8427
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Vernon Kelly
112 TPC Boulevard
Ponte Vedra Beach, FL 32082
Eduardo Gil
2395 International Golf Parkway
st. Augustine, Fiorida 32095-8427
Sharon P. Davidson
2395 International Golf Parkway
St. Augustine, Floricia 32095-8427

Paul Fritsch
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

## VIII. OFRICERS.

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

President James E. Davicison, Jr.
Vice President Vernort Kelly
Treasurer Eduardo Gil
Secretary Sharon P. Davidson

## IX. CORPORATE EXISTENCE.

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

## O.R. 1185 PG 8790

## X. BYLAWS.

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

## XI. RMENDMENTS TO ARTICLES OF INCORPORATION.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding sixty percent ( $60 \%$ ) of the total votes allccated to the Members pursuart to these Articles; urovided however, any amendment to Areicle YVII hereof shail require the written consent and joinder of the county.

## XII. INCORPORETGR.

The name and address of the incorporator is as follows:

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James E. Davidson, Jr.
2395 Intermational Golf Parkway
St. Auqustine, Fiorida 32095-8427
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## XIII. INDENNIEICATION OF OFFICERS AND DIEFCFORS.

A. The Association hereby indenuifies any Director or officer made a party or threatened to be made a party to any tnreacened, pending or completed action, suic or proceeding:


#### Abstract

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


2. By or in the right of the Association to procure a judgmert in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily ircurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faiEh in the reasonable belief that such action was in the best interest of the Association. Such pexson shall not be entitled to indemnification in relation to matcexs to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of nis duty to the Association unless, and only to the extent that, the ccurt, adninistrative agency, or investigative body before which such action, suit or proceeding is held shall deternine upon applicaticn that, despite the adjucication of liability but in view of all circumstances oi" the case, such person is fairly and reasonably entitled to indemaification for such expenses which such tribunal shall deem proper.
B. The Board of Directors shall determine wherfer amounts for which a Director or officex seek indennificaiion were properly incurred and whether such Director or ofsicer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.
C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Asscciation to indemnify under applicable law.

## XIV. TRANSACTXQN IN WHICH DIRECTORS OR OFPICERS ARE INTRERSTED.

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

Eact that he is or may be interested in any such coniract or transaction.
B. Tnterested Directors may be counted in determining che presence of a quorum at a meeting of the Board of Directors or of a committee which authorized Ehe contract or transaceion.

## XV. DISSOLUTION OF THE ASSOCIATION.

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

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

2 Remaining assets sitall be distributed among the Menbere, subjece to the limitation set forth below, each Membex's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is cwned by the Member at that time, and the denominator of which is the rotal amount (excluding penalties and interest assessed by the Association against all properties which at the time of dissolution are part of the property. The year of dissolution shall count as a whole year for purposes of the preceding Eractions.
B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Eoard of Directors and by a two-thirds (2/3) vcie of the Members. In the event of incorporation by annexation or otherwise, of all or pazt of the Property by a political subdivision of the state of florida, the Association may be dissolved in the manner set forth above.

## XVI. NFRGERS AND CONSOLIDATIONS.

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

## O.R. 1185 PG 9793


10426.3

## O.R. 1165 PG 8794

IN COMPLIANCE WITH SECTION 617.0502. FLORIDA STATUTES, THE FOLIOWING IS SUBMITTED:

SAINT JOHNS NORT:HWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATICN, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2395 INTERNATIONAL GOLF PARKWAY, ST. AUGUSTINE, FLORIDA 32095-8427, HAS NAMED JAMES E. DAVIDSON, JR. WHOSE ADDRESS IS 2395 INTERNATIONAL GOLF PARKWAY, ST. AUGUSTINE, FEORIDA 32095-9427, AS ITS PEGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OEFICE.

SAINT JOHNS NORTHWEST
RESIDENTIPL PROPERTY OWNERS ASSOCJAIION, INC.


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


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SAINT JOHNS NCETHEAST MASTER ASSOCIATION, INC.

## I. DEFINITIONS.

A11 defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Saint Johns Northeast ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.
II. LOCATION OF PRINCIPAL OFFICE.

The office of the Sairt Johns Northeast Master Association, Inc. ("Association") shall ive at 2395 International Golf Parkway, Se. Augustine. Florida 32095-8427, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

## III. VOTING RTGHTC ARD ASSESSMENTS.

A. Every person or entity wito is a record fee simple owner of a Lot or Building site, or any portion thereof, and the Developer as long as it owns any property subject to the Declaration, shall be a member of the Association (the "Members"; as provided in the Articles of Incorporation of the Association. and shall have the voting rights as set fortin in the Articles of Incorporation, provided that any such person or entity who holds such interest orly as a security for the performance of an obiigation shall nut de a Mcmber. Membership shail be appuztenant to, and may not be separated from, ownership of any parcel within the Property.
B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shail result in the suspension of yoting privileges during any period of such non-paynent.

## IV. BOARD OR DIRECTORS.

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

## 26173

## EXHIBIT C

E. Any varanry ocrixring on the Eoard because of death. resignation or other terminarion of services of any Uirector, shall be Eilled ky the pesard, excent that tie Developer, io the exclusion of other Members and/or the Board itself, sinill fill any vacancy created by the death, resignation, removal or orher termination of services of any Director appointed by the Developer. A Direceor elected or appointed to fill a vacancy shail be elected o: appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or zppointed, and qualified.

## V. ELECTION OF DIRECTORS.

A. Nominations for the election of Boaz nbers lother than Board members appointed by tho Developer shall be made by the Nominating Committee described in Arcicle IX nereof. or upor. petition in accordance with Section $C$. of this ArEicle V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.
B. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Ownea is appointing to the Board.
C. Petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members other than the Developer, and if received by the Secretary of the Association not iess than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the yacarcies being filled ioy the Developer shall be placed on the written ballot referenced in section $D$ of this Article V.
D. All elections to the Board shall be made on written ballots to be votec at ilfe antual meeting, ox in itc discreaion of the Board, by mail provided such ballocs are mailed co che Members not less than fifleen (15) days prior to the date fixed for the aमnual metcing. The ballots shall (i) describe the vacancies to be Eilied by the vicumeis oihez tha: the Eevelopct, (ii: set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Developer. Each Member may cast she number of votes to whish such Member is entitled as set forth in the Articles of Incorporation.
E. In order for an election of Members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date escablished by the goard for receipe of ballots, a nuinber of ballots represerting not less stan a quorum of the members.
F. The Members of tine Board elerter or appointed in accordance with the frocedures set forth in this Article v shall be deemed elected or appointed 35 of rhe date of the annual meetins of the Members.

## VI. POWERS AND DUTIES OF THE BOPRD OF DIRECTORS.

A. The Bcard of Directors shall have power:

1. To call meetings of the Members.
2. Tc appoint and remove at its pleasure all officers. agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond $2 s$ it may deem expedient. Nothing contained in these bylaws shall be construed to prohibit the employment of any inember, OfFicer or Director of che Associatior in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special ussessments necessary to operate the Association and carry on ics activities, and to create such reserves as may be deemed appropriate by the Board.
4. To sollect assessments on behalf of any other property owrers assuciation entitied lo estabiish, levy and coliect assessments from the Members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the common freas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if defmed appropriate.
6. To authorize and cause the Association to enter into contracts foi tne day-to-day operation uf ibe Association and the discharge of its zesponsibilities and obligations.
7. To cause the financial records of the Association to be compiled, revicued, or audited by ar indopendent ceriified public accountant at such periodic intervals as the Board may determine in its sole discretion.
8. To exercise for the Association all powers, duties and authoxity vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.
B. It shall be the duty of the Board of Directors:
9. To calse to be kept a complete record of all of ics acts and coiporate affairs.

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## VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board sinall be held quarterly on such date and at such time as the Board may establisin. Notice of sich meetings is herrby waiveri.
B. Special meetings of the Board shali be held when called by the president or Vice President of the Associacion or by any two (2) Directors, after not less than three (3) days notice to each Director.
C. Mectings of the Board of Directors shall be open to all Members and notices of meetings shall be posied in a conspicuous place within the property at least forty-eight (48) hours in auvance, except in an emergency. Notise of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement chat the assessments shall be considered and a statement of the nature of such assessments.
D. The Eransaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, it either before or after the meeting, edch of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.
VIII. OFFICERS.
A. The Officers of the Association shali be a president, a Vice President, a secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The president shall be a member of the Board. but the other Officers need not be.
B. The Officers of the Association shall be elected by the Board at the anrual meeting of the Board, winch shall be held immediately following the annual meeting of the Association. New oifices may be created ard filled at any meeting of the eoard. Each Ufficer shall hold office until his successor shall have been duly elected.
C. A vacancy in any office becalise of death, resigration, or other termination of service, may be filled oy the Borard for the unexpired portion of the term.
D. All Officers shall hoid office for cerms of one (1) year.
E. The President shali preside at all meetings of the Board, shall see that crders and resclutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other writter instruments.
F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned uy the Board.
G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all
 be kept for that purpose. The secretary shall keep all records of the Association and shall record in the book kept for that purpose ali the names of the Members of the Association together with cheir addresses as registered hy sich members.
H. The Treasurer shall receive and deposit in appropriate bank accolints ail monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.
I. The Treasurer, or tiis appointed agent, shall keep proper books of account and cause to be prepared at the completion of each 06173
fiscal year an annual budget and an annual balance sheet siatement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Memiber.
J. With the approval of the Board of Directors, any or ail of the Officers of che Association may delegare their respective duties and functions to a licensed and qualified property manager. proviced, however. such property manager shall at all tines be subject to the supervision and control of the Board of Directors.

## IX. COMMTTEES.

A. The standing committees of the Association shall be the Nominating Commitcee and the Architeceural Review Board. The Nominating Committee and Architectural Review Bcard shall have the duties, zuthority and functions as described in the veclaration and as elsewnere described in chese Bylaws.
3. The Board shall have the power and authority to appoint such orher committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall inciude a mernber of the Roard. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

## X. BOORS AND RECORDS.

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

## XI. MEETINGS OF MEMPERS.

A. The annual meetings of the Members shail be held prior to April 30 th of each year, at such time as the Boara may designate, or at such other date and time as may be selected by the Board.
B. Special meetings cf the Members for any purpose may te called at any time by the president, the Vice president, the Secretary or Treasurer. by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.
C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the rotice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shali be responsible for registering his addre's and telephone number with the Secretary and notice of the meetirg shall be mailed to him at such address.

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Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, sinall be mailed at least sever (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the ousiness of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.
D. The presence, in person or by proxy, of the Members holding a majority of the total votes in the Association as established by the Articles cf Incoxporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Byiawe.

## XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by iimited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation cr these Bylaws, or for any other matter that requires or permits a vote of the Members.
B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Froperty.
C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written bailot that each Meniver persoraliy Casts.

## XIII. SEAL.

Tine Association shall have a seal in circulaz form having within its circumference the words: Saint Johns Northeast Master Assuciation, Inc., not for profit, 1996.

## XIV. AMENDMENTS.

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

## O.R. 1185 PG 1882

## XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of chese Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declara=ion and Articles of Incorporation shall control.

ROYFL PINES PARKWAY
A PART OF THE ANTONIO HUERTAS GRANT, SECTION 39, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COHNTY, FIORIEA, MORE PARTICUEARIY DESCRIDEE AS FOLLONG: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAIL SECTION 44: THENCE SOUTH 14.55.52" WEST RLONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FFET; THENCE SOUTH $53^{\circ} 13^{\circ} 38^{\circ}$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OFWAY LINE OF INTEKNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY ISS PROPOSED), A DISTANCE OF 2224.5J FEET; THENCE NORTH 50²9.50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET: THENCE NORTH $44^{\circ} 29^{\circ} 54^{\circ}$ EAST CCNTINUING AIONG SAID PROPOSED NCRTHNESTERLY RIGHT-DF-WAY IIINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURUE, CONCAVE HESTERIY HATING A RADIUS OF 50.00 FEET: MHENCE NORTHMESTERLY LEAVING SAID RIGHY-OF-WAY LINE AND ALONG THE ARC OF SAIC CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ} 30^{\circ} 06^{\prime \prime}$ WEST AND A CHORD DISTPANCE OF 70.71 FEET TO TATE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45*30.05" WEST, A DISTANCE OF 71.99 FEET TO THE POTNT OF CURVE OF F CURVE, CONCAVE NORTHENTSTERLY HAVING A RADIUS OF 550.00 FEET; HHENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31.53.47" WFST AND $A$ CHORE DISTANCE OF 258.75 FEE? TO TYI TOINT OE TANGENCY CF SATD CURVE; THENCE NORTH 18.17.27" WEST, A DISTANEE OF 225.47 FEET TO THE POINT OF CURVE OF' A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 400.00 FEET; THENCE NORTHERLY ALONG THE ARC OE SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARING OF NORTH $04^{\circ} 43^{\circ} \leqslant 3^{\circ}$ EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27.44.53" EAST, A DISTANCE OF 133.59 FEET TO TEE POINT OF CURVE OF A CURVE, CONCAVE WESTERIY HAVING A RADIUS OF 850.00 FEET; MHENCE NORTHERLY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SIBTEMDEU BY A CHORD EEARING OF IIORIY 03.15.19" WESI AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $34^{\circ} 15^{\circ} 32^{\prime \prime}$ WEST, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERIY HAVING A RADIUS OF E00.00 FEETR: THENCR NORTHERIV ATAAS TEIS RRC OF SAID GURTE, AN GRC DISTANCE OF 583.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $06^{\circ} 25^{\circ 1} 4^{\circ}$ WEST AND A CHORD DISTANCE OF 560.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21.25.04* EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000.00 FEET; THEANCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID AKC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02. $25 \cdot 17 . \quad$ WEST AND $A$ CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $26^{\circ} 15 \cdot 3 e^{\prime \prime}$ HEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTYEASTERLY HAVINC A RADIUS OF 1050.00 FEET: THENCE NORTHWESTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEAKING OF NOKIM I\&'UI-42. WEST AND A CHORD DISTANCE OF 444.94 FEET

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## EXHBIT D

TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A PADIUS OF 550.00 FEET: GHENCE NORTHEASTERLY ALCNG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SPID ARC BEING SUBTENDED BY A CHORD BEARING OF NCRTH $29^{\circ} 55^{\circ} 35^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NOKTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25:59.45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGU BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RAJTUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07.10.25" EAST AND A CHORD DISTANCE OF 236.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLIY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING AHONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALDNG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF SOUTH 35-55.47" EAST AND A CHORD DISTANCE OF 570.4S FEET TC THE POINT OF CUSP OF A CURVE: CONCAVE NORTHEASTEPLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY IINE OF wGV BOULEVARD hND AEONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBI'ENDED BY A CHORD BEARING OF NORTH S2.45.08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET: THENCE NORTHTHESTERLY ALONG THE ARC OF GAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAIE ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH $29.18 .05^{\circ}$ WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80.08.23" WEST AND A CHORD DISTANGE OF 223.05 EERT TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, RN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21.10.56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTEKLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF SOUTH $14^{\circ} 0^{-142 " ~ E A S T ~ A N D ~ A ~ C H O R D ~ C I S T A N C E ~ O F ~} 402.56$ FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 25*15.38* ERST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A PADIUS OF 650.00 FEET: THENCE SOUTHERLY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02.25.17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $21.25 \cdot 04 \%$ wEST, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERIY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 485.87 FEET, SAID ARC BEING SUBTENDED BY A CFIORD

## O.R. 1185 PG 0805


#### Abstract

BEARTNG OF SOUTH $06^{\circ} 25^{\prime 144^{*}}$ EAST AND A CHORD DISTANCE DF 466.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 34.15.32" EAST, A DISTANCE OF 247.04 FEET TO THE POINT OF CLRVE OF A. CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY AIONG THE ARC OF SAID CURVE, AN ARC JISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH C3.15.19" EAST AND A CHORD DISTANCE OF 669.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $27 \cdot 44.53{ }^{\prime \prime}$ WEST, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALCNG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 242.06 FEET, SAID ARE BEING SUETENDED BY A CHORD BEARING OF SOUTH C4.43.43" WEST AND A CHORD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18.17.27" EAST, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4E0.00 FEUT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARING OF SOUTH 31.53.47" EAST AND A CHORD DISTANCE OF 211.71 SEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $45^{\circ} 30^{\prime} 05^{\prime \prime}$ EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERIY HAVING A RADIUS OF 50.00 FEET: THENCE EASTERLY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEEE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89*29.55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLE PARKWAY; THENCE SCUTHI 44.29.54. WEST ALONG SAID PROPOSED NGRTHWESTERLY RIGMT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 12.41 ACRES MORE OR LESS.

A PART OF THE ANIUNIC ETUERTAS GRANT, SECTION 38, IOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE. AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14.55.52* WEST ALONG THE WEST LINE GF SAID SECTION 44. A LISTANCE OF 7123.49 FEET; THENCE SOUTH 53.13.38" EP.ST ALONG A LINE TO ITS INTERSECTION WITH THE NORHHWESTERLY RIGHT-OFWAY LINE OF INTERNATION:DT, GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROFOSED), A DISTANCE OS 2224.53 FEET; THENCE NDRTH 50.29.50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGrT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET: THENCE HORTH $44^{\circ} 29^{\prime 5} 4^{\prime \prime}$ EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERIY RIGHT-OF-FNAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGJNNING, SAID POINE BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAI LINE AND ALONG THE ARE OF SATD CURVE, AN ARC IISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ} 30^{\circ} 06^{*}$ NEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45*30.05* WEST, A DISTZNCE OF 71.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RRDIUS OF 550.00 FEET: THENCF, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTY $31^{\circ} 53.47 *$ WEST AND A CHORD DISTANCE OF 258.75 EEET TO THE POINT OF TAIJGENCY OF SAID CURVE; THENCE NORTH 18.17.27" WEST, A DTS'AANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE ERSMERTY HAUINE A RATIUS OE 400.00 FEET; THENCE NORTHERIY ATONG THE ARC OF SAID CURVZ, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD EFARING OF NORTH $04^{\circ} 43^{\circ} 43^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 312.84 FEET' TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27.44'53" EASN, A DISTANCE OF 133.59 FEST TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERIY HAVING A RADIUS OF 850.00 FEET: THENCE NORTHERLY ALONG ITE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBIENDED BI A CHORD BEARING OF NORTH 03*15.19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OE SAID CURVE; THENCE NORTH 34.15.32" WEST, A DISTANCE OF 66.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SEID CURVE, AN ARC DISTANCE OF 583.04 FEET, SAJD ARC BEING SUEIENDED BY A CIIORE BENRIYG OF NORMH $06^{\circ} 25^{\prime 1} 14^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 560.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21.25.04" EAST, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A FADIUS OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHOKD BEARING OF NORTH 02.25.17" WEST AND A CHORD DISTANCE OF 808.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $26^{\circ} 155^{\prime 3} 38^{\circ}$ WEST, A DISTANCE OE 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF
 ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUETENDED BY A CHORD


IO A PUIN' OF COMPOUND CURVE OF A CURVE, CONCAYE SCTJTHEASTERLY HAVING A RADIUS OF 550.00 FEET: THENCE NORTHEASTERLY ALONG THE ARC UF SAID CURVE, AN ARC DISTANCE DF 609.03 FEET, SAID ARC EEING SUETENDED BY A CHORD BEARING OF INORTH 29.55.35. EAST FAND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTFNESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $25^{\circ} 59.45^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSF OF A CURVE, SAID POINT LYING ON THE WESTERLY RYGHT-OF-WAY IINE OF WGV BOULENARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALGNG SAID WESTERLY RIGHM-OF-WAY LINE AND AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTG 07.10.25" EAST FND A CHOFD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE こURVE CF A CURVE. CONCAVE NORTHEASTERLY HAVING A RADTUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTFRRYY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUBTENDED FY A CHOFD BEPRING OF SOUTH 35*55:47" EAST AND $\mathcal{F}$ CFORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THANCE NORTHNESTERLY LEAVING SAID WESTERLY RIGFIT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AJJ ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CYORD BEARING OF NORTH 52.45.08" WEST AND A PHORD DISTANCE OF 316.10 FEET TO TEE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTEFLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29.18.05" WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 ESET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80.08.23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTXEASESSEY HKVING A RANIUS OF ASC.CO FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21.10.56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTEREY HAVIAG A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.EA FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14.01.42* EAST AND F CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $26^{\circ} 15.39$. EAST, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CTRVE, CONCAVE WESTERIY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02*25.17. EAST AND $A$ CHORD DISTANCE OF 525.42 FEET TO THE POINI OF TANGENCY OF SAID CURVE: 'FHENCE SOCTH 21.25.04" WEST, A DISTANCE OF 201.5月 FEET TO THE POINI OF CURVE OF F CURVE, CONCAVE EASTERLY HAVING A RACIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC


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BEARING CF SOUTH O6*25.14" EAST ANE A CHORD DISTANCE UF 466.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34.15•32" ERST, A DISTANCE OE 247 -04 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET: THENCE SOUTHERLY FIONG TUE ARC OF SAID CURVE, AN ARC DISTANCE OR 703.45 FEET, SAID AME BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03.15.19" EAST AND A CHORD DISTANCE OF 669.62 FEET TO THE FOINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $27.44 .53^{\circ}$ WEST, A DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CTRUE, CONCAVE EASTEKLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUMHERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 241.06 FEET, SAID ARC BEING SUBTENDEL BY A CHORD BEARING OF SOUTH $04^{\circ} 43^{\prime .43 *}$ WEST AND A CHOPD DISTANCE OF 234.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18.17.27" EAST. A DISTANCE OF 225.47 FEET TC THE FOINE OF CURVE OF A CURVE, CONCAVE NORTHEASTERLS HAVING A RADIUS OF 450.00 FEET: THENCE SOUTTAEASTERLY AIONG THE ARC OF SAID CURVL, AN ARC DIEMANCE OF 213.71 EEET, SAID ARC BEING SUBTENDED BY A CHOHD BEARING OF SOUTH 31.53.47. EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE PCINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 45*30'05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A. CURVE, CONCAVE WESTERXY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE APC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF NORTH $89^{\circ} 29.55^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT CE CUSD AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 44.29.54" WEST AIONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR EESS.

## O.R. 1165 PG 8889

WGV BOULEVARD
A PART OF SECTIONS 10, 43 AND 44 TOGETHER WIFH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38 , TOWNSHIF 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CCRNER OF SAID SECTION 10; THENCE SOUTH $89^{\circ} 32^{110^{\circ}}$ WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TC ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY IIINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAI GOLF PARKWAY (A RIGHT-CF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET: THENCE SOUTH 05*35'47" WEST ALONG SAID RIGHT-OE-WAY JINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVF OF A CURVE, SAID CURTIE BEING COICAVE NORTMWESTEPIV, HAVING A RAITUS OF 336.00 EERT; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NURTHWESTERLY REGHT-OFWAY LINE OF SAID RAMP AND. ALONG THE ARC DF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF SOUTH $23^{\circ} 28^{\prime 2} 17^{\prime \prime}$ WEST AND A CHORD DISTANCE CF 206.26 EEET TO THE POINT OF TANGENCY OF SAID CURVE; THETSCE SOUTH 41.20.46" WEST, CONTINUING AIONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE GF 224.57 EEET TO AN ANGLE POINT IN SAID RIGHT-OE-WAY IINE; THENCE SOUTE \&4'29.54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, FAVING A RADIUS OF 25.00 FEET: THENCE WESTERLY, LEAVING SAID RIGHH-OF-ONAY LINE ANU ALONG THE ARC OF SAID CURVE, AN ARC DISTPNCE OF 39.27 EEET, SAID ARC BEING SUBTENDEU BY M CHCRD BEARING OF SOUTH $89^{\circ} 29^{\prime 5} 5^{\prime \prime}$ WEST AND A CHORD DISTANCE CF 35.36 FEET TO THE POINT CF TANGENCY OF SAID CURVE; THSNCE NOFTH 45.30.05" WEST, A DISTANCE OF 475.00 FEET; THENCE NORTH 49.24.42" KEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CLRVE BEIAN CONCAVE SOUTFWESTEREY, HAVING \& RADIUS OF 3022.00 EEET F THENCE NORTHWESTEPIY EIONG THE ZRC OF SAID OURYE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50.42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SCUMUWESTERLY, HAVING A REITUS OF ESO.00 FEET: THENCE NORTEWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74.21.20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT CF TANGENCY OF SAID CURVE: MEIECE SOUTH 85.53.25" WEST, B DISTANCE OF 871.27 FEET TO THE POINT OF CTRVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET: THENCE NORTHWESTERIY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OR 702-31 FEET, SAID ARC BEING SUBTENDED BY A CHORD SEAKING OF NORTH 49.23.58" WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE EEING CONCAVE SOUTHWESTEREY, HAVING $A$ RADIUS OF $\angle 600.00$ FEET; THENCE NORTHWESTERLY FIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEIIG SUBTENDED BY A CHORD BEAFING OF NORTH $09^{\circ} 122^{\prime \prime} 18^{\prime \prime}$ WEST IND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTM 77.57.05* EAST, A DISTANCE OF 50.46 EEET: THENCE NORTH 14.27.25" WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH 77.57.04" EASF, A DISTANCE OF $2 . .01$
$815.231 / 88212.62$

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FEET: IHENCE NORTH $13.29 .58^{\circ}$ WEST, A DISTANCE OF IOO.03 FEET: THENCE SCUTH $77^{\circ}$ E7•04- WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12.31.49* UEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 77.57.05" WEST, A DISTANCE OF 50.0 G FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 EEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURTE, AN ARC DISTANCE OF 57.96 FEET, GAID ARE EEING SUBYENDED EY A CHORD EEARING OF NORTH 11.46'20" WEST AND 2. CHORS DISTANCE OF 57.95 FEET TO THE PUINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11.29.43" WEST, A DISTANCE OF 533.86 EEET TO THE POINT OF CURVE OF A CURVE, SPID CURVE BEING CONCAVE SOUTHEASTERLV, HAVING A RAEIUS OF 1000.00 FEET; THENCE NORTHFASTERLY ALONG THE ZARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CYCRD BEARING OF NORTH 04'35.09" EAST AND A CHORD DISTANCE OF 554.00 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANTE OF 196.06 FEET, SAID ARC BEING SJETENDED BY A CHORD BEARING OF NORTH $28^{\circ} 09^{\prime 2} 2^{\circ}$ EAST AND A CHORD DISTANCE OF 195.50 FEET TO THE END OF SAID CURVE; THENCE SOUTH 54.21.18" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A PADIUS CF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ERC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54.07'C1" EEST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERGE CURVE. SAID CURVE BEING CONCAVE NORTHVESTERLY HAVING A RADIUS OF 870.00 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $66^{\circ} 37.24{ }^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 180.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 60.39'29" EAST, A DISTANCE OF 118.25 FEET TO THE PCINT OF CURVE OF A CURVE, SAID CURVE EEING CONCAVE SCIJTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 193.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $82^{\circ} 17.43^{\prime \prime}$ EAST AND A CHORE DISTANCE OF 180.74 FEET TO THE FCINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45.14.56" EAST, A DISTANCE OF 167.91 FEET: THENCE NORTH $44^{\circ} 45^{\circ} 04^{\circ}$ EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH $45^{\prime} 14.56^{\circ}$ WEST, A DISTANCE OF 257.40 FEET TO THE PCINT OF CURVE OF A CURVE, SAID CURVE BEING CONLAVE NORTHEASTRRLY HAVING A RADIUS OF 3945.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.43 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43.37.09" WEST AND A CHORD DISTANCE OF 224.40 FEET TO THE END OF SAID CURVE: THENCE SOUTH 59.31.58" WEST, A DISTANCE OF 470.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CUNCAVE SOUTHEASTERL亡: HAVING A RADIUS OE 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN AOC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $24^{\circ} 01^{-08 " ~ W E S T ~ A N D ~ A ~ C H O R D ~ D I S T A N C E ~ O F ~}$ 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTY 11.29.43" EAST. A DISTANCE OF 533.86 FEET TO THE POINT OF GURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET: THENCE SOUTHEASTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUETENDED BY A CHORD


#### Abstract

GEARING OF SOUTH $13^{\circ} C 1^{\prime 2} 26^{\circ}$ EAST AND A CHORD DISTANCE OF 325.56 FEEY TO THE POINT OE REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERIY, HHVING A RADIUS OF 2500.00 FEET: THENCE SOUTHEASTERIY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09*3717" EAST AND A CHORD DISTANCE OF 429.88 FEET TO THE POINT OF ANOTHER REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALCNG THE ARC UF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTFI 49.23.58" EAST AND A CHORD DISTANCE OF 773.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85*53.25" EAST, A. DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CUPVE BEING CONCAVE SOUTHNESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY. ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEINC SUBTENDEL BY A CHORD SER_RING OF SOUTH 74.21.20* EAST AND A CHORD DISTANCE OF 506.98 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2922.00 FEET; THENCE SOUHHEASTEERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 EEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF SOUTH 50.42.21" EAST PND A CHORD DISTHNCE OF 397.00 FEET TO THE END OF SAID CUKVE; THENCE SOUTH $41^{\circ} 48^{\prime \prime 12 * ~ E A S T, ~ A ~ D I S T A N C E ~ O F ~} 375.77$ FEET: THENCE SOUTH 45*3C.C5" EAST, A DISTANCE OF 475.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET: THENCE SOUTHEASTEERY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $00.30 .06^{\prime \prime}$ ENST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT AISO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY; THENCE NORTH 144.29.54" EAST, ALCNG SAID RIGHT-OF-NAY LINE, A DISTANCE OF 200.00 EEET TO THE POINT OF BEGINNING.


CONTAINING 18.86 ACRES MORE OR LESS.

Recorded in Public Records St. Johns County, FL
Clerk 96034179 OR. 1198 PG 872 09.00AM $09 / 30 / 1996$
Recording \$73.00 Surcharge $\$ 9.50$
LLComnencealt
qu: SG DSCOMENr PREPARED
RY ALD RETURN TO:
THOMAS H. JUNES. ESQ.
PAPAS METCALF \& JENRS, W. A.
200 wEST FORSYYH STREET
SUITE 1400
JisTKSONVILLE. FL 32202-4327

## FIRST AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SAINT JOHNS - NORTENOST RESIDENTIAL

This First Amendment to Declaration of Covenants and Restrictions for Saint Johns " Northwest Residential is made effective Jrpmbel 17 , 1996, by SAINT JOHNS NORMHEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation (the "Association") and SUH PARTNERSHIP, LTD., a Florida limited partnership (the "Developer").

## RECITALS:

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns .. Northwest Residential which are recorded in Official Records Book 1185 at page 740 of the current public records of St. Johns County, Florida (the "Declaration").
B. Pursuant to Section 10.7 of the Declaration, the Declaration may be amended by the affirmative vote of subassociations and Owners holding sixty percent ( $60 \%$ ) of the total votes of the Association. The Developer presently holds one hundred percent ( $100 \%$ ) of the total votes of the Association.
C. The Association and the Developer desire to amend the Declaration as more particularly stated hereafter.
D. The Developer owns all of the land described on Exhibits $A$ and $B$ attached hereto and made a part hereof.

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## OR. 1198 PG 0873

NOW THEREFORE, the Developer and the Association hereby amend the Declaration as follows:

1. All defined terms contained in this First amendment shall have the same meanings as such terms are defined by the Declaration.
2. Pages 6 through 10,19 through 21 of Exhibit $A$ to the Declaration are hereby amended by substituting therefor, pages 1 through 8 of Exhibit A attached to this First Amendment.
3. Pages 1, 2 and 3 of Exhibit. $D$ to the Declaration are hereby amended by substituting therefor, pages 1,2 and 3 of Exhibit $B$ attached to this First Amendment.
4. Pages 1, 2 and 3 of Exhibit $E$ to the Declaration are hereby amended by substituting therefor, pages 1, 2 and 3 of Exhibit $C$ attached to this First Amendment.
5. Except as specifically modified hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have caused this First Amendment to be executed effective as of the date and year first above written.

Signed, sealed and delivered in the presence of:

1.6.35. 1

SAINT JOHNS NORTEKVEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation

By:


## OR. 1198 PG 0874



SHH PARTNERSHIP, LTD.
a Florida limited partnership
By: SJ MEMPHIS, LTD., a Florida limited partnership. its general partner

BY: ST. JOHNS HARBOUR-TINC., a Florida Corporation, its
general partner


Its: President
$\qquad$
Mfmpits Tr $38 i 8$
[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this $4 h$ day of Jedtabed, $19 \hat{1} 6$, by James E. Davidson, Jr., as president of SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation on behalf of the corporation.


VPersonally known
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or Produced I.D.
or Produced I.D.
[check one of the above]
[check one of the above]

Type of Identification Produced


## O.R. 1198 PG 0875

The foregoing instrument was acknowledged before me this 12 th day of September , 1996, by Louis Eaioni, the President of $S t$. Johtis Harbour: Inc., a Florida corporation, the general partner of SJ Memphis, Lta., a Florida limited partnership, the general partner of sish ptrmanship, LTD., a Elorida limited partnership, on behalf of the partnership.


NOTARY PUBLTC, State of Tennessee E\#ozida at Large Commission $\# . \Delta / / A$
MY Commission Expi Myegnumisson Expires 0ct 26, 1999 Personally Known $\qquad$ or Produced I.D. $\qquad$
[check one of the above]
Type of Identification Produced

A PART OF THE RNYONIO HUERTAS GRANT, SECTION 3E, TOGENHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH. RANGE 28 EAST. ST. JOHNS COUNTY, FLORIDA, MORE PAFTICULARLY DESCRIBED AS FOLLOWS: FOR A POINI OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SATD SECTION 44; THENCE SOUTH $14^{\circ} 55^{\prime} 52^{\circ}$ WEST ALONG THE WEST LINE OF SAID SECTION 44. A DISRANCE OF 7123.49 FEET: THENCE SOUTH 53.13.38" EAST ALONG A LINE TO ITS INTERSECITON WITH THE NORTHWESTERLY RIGHT-QF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50*29.50" EAST ALONG SAID NORTHWESTERTYY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH $44^{\circ} 29^{\prime 5} 4^{\prime \prime}$ EAST CONTINUTNG ALONG SALD NOR'THWESTERLY RIGHT-OF-WAY LTNE, A DISTANCE OF 906.96 FEET TO THE PGINT OF CURVE OF CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTHERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT OOF-WAY LINE OF ROYAL PENES PARKWAY (A RIGHT-OF-WAY OF VARYING WIUTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BETNG SUETENDED BY A CHORD BEARING OF NORTH 00.30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE WORTH 45*30.05" WEST CONTINUING ALONG SAID RIGHT-OFWAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CUKVE, CONCAVE MORTHEASTERLY HAVING A PADIUS OF 550.00 FEET; THENCE NORTHWESTERLY CONFTNUTNG ALONG SAID RIGHT-OF-WAY LTNE AND ALONG THE ARC OF SAID CURVE, AN ARC UISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH 31.53.47" WEST AND A CHORD DISTANCE OF 259.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 18.17'27" WEST CONTINUYNG ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.47 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\prime} 25^{\prime} 50^{\circ}$ WEST AND A CHORD DISTANCE OF 263.51. FEET TO THE POLNT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY CONIINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY
 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADLUS UF 600.00 FEET; THENCE MORUYERIV CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CUKVE, AN ARC DISTANCE OF 268.27 FEET, SAID ARC BEING SUBIEENDED BY A CHORD BEARING OF NORTH $21^{\circ} 26^{\prime 5} 59^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 266.05 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 252.30 FEET, SAID ARC BEING SUBTENDED by A CHORD BEARING OF NORTH $07.52 .06^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 251.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87.31.21" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A EISTANCE OE 48.81 FEET TO THE POINT OE CURVE OF A CURVE, CONCAVE SOUTHWESTERLX HAVING A

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## O.R. 1198 PG 1877

RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SADD CURVE, AN ARC DISTANCE OF 116.99 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH $43^{\circ} 38^{\circ} 00^{\circ}$ WEST AMD A CHORD DISTANCE OF 106.84 FEET TO KHE ZOINT OF TANGENCY OE SAID CURVE; THENCE MORTH 85*31.44" WEST, A DISTANCE OF 69.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A kADIUS OF 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.7C FEET, SATD ARC GEING SUBTENDED BY A CHORD BEARING OF SOUTH $85^{\circ} 23^{\prime \prime} 48^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 126.17 FEES TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $76^{\circ} 19^{\prime} 21^{\prime \prime}$ WEST, A DISTANCE OF 111.98 FEET TO THE POINT OF CURVE OF A CURTM, CONCAVE NORTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE. AN ARC DISTANCE OF 103.02 FEET, SAID ARC BEXNG SUBTENDED BY A CHORD BEARING OF NORTH $74^{\circ} 09^{\prime} 49^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 98.53 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY EAVING A RADIUS OF 300.00 FEET; THENCE NORTHNESTERLY ALONG THE ARC OF GADD CURVE, AN ARC DJSTANCE OF 135.03 FEET, SAID ARC BEING SUBPENDED BY A CHORD BEARING OF NORTH 57.32'38" WEST AND A CHORD DISTANCE OF 133.89 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OE 350.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 110.80 FEET, SAID ARC BETNG SUBTENDED BY A CHORD BEARING OF NORTH $36^{\circ} 48^{\prime} 48^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 387.63 FEETR TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEEL ; THENCE NORTHNESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 276.53 FEETI, SAID ARC BEING SUBTENDED BY A CKIORD BEARING OF NORTH $29^{\circ} 35^{\prime} 42^{\circ}$ WEST AND A CHORD DISIANCE OF 266.84 FEET TO THE POINT REVERSE OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $17^{\circ} 33^{\prime \prime} 37^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 304.05 FEET TO THE FOINT REVERSE OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 107.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE. AN ARC DISTANCE OF 398.60 EEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $45^{\circ} 26^{\prime} 45^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 357.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00*13.48" WEST, A DISTANCE OF 246.85 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY
 OF SAID CURVE, AN ARC DISTANCE OF 218.73 FEET, SAID ARC BEING SURTENDED BY A CHORD GEARING OF MORTH 41.32'43" EAST AND A CHORD DISTANCE OF 199.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $83^{\circ} 19^{\prime 1} 13^{\circ}$ EAS\%, A DISTANCE OF 160.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG The ARC OF SAID CURVE, AN ARC DISTANCE OF 233.13 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING OF NORTH $38^{\circ} 47^{\prime \prime} 45^{\circ}$ EAST AND A CHORD DISTANCE OF 210.36 FEETT TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTK 84:16.16" EAST ALONG A LINE TO ITS INTERSECTION WITH the AFORESAID WESTERLY RIGHT~ OF-WAY LINE OF ROYAL pINES PARKWAY, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTEREY

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## O.R. 1198 PG 0878

RIGHT-GF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN RRC DISTANCE OF 376.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $15.59 .41 "$ EAST AND A CHORD DISTANCE OF 374.25 FEET TO THE POINT OF TANGENCY OF SATD CURVE; THENCE SOUTH 26*15.38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1000,00 FEET: THENCE GOUTHERLY CONTINUYNG ALONG SAID RIGHTMOFWAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 832.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02.25.17" EAST AND A CHORD DISTANCE OF 808.34 FEET TO THE POTNT OF TANGENCY OF SAID CURVE: THENCE SOUTH 21"25.04" WEST CONTINUING ALONG SAID RIGHTCOF-WAY LINE, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTEREY HAVING A RADIUS OF 600.00 EEET; THENCE SOUTHERLY CONTINIING ALONG SATD RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARING OF SOUTH $06^{\prime} 23^{\prime \prime} 19^{\prime \prime}$ WEST AND A CHORE DISTANCE OF 311.17 FEET TO THE POTNT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTMERLY CONTINUING AJONG SAID RIGBT-OF-WAY LINE AND ALONG the ARC OF SAID CURVE, AN ARC DISTANCE OF 75.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 05'33.32" EAST AND A CHORD DISTANCE OF 75.26 FEET TO THE POTNT OF BEGINAXNG.

CONTAINING 27.99 ACRES MORE OR LESS.

PART OP THE ANTONIO HUERTAS GRANT, SECTYON 38 . TOWNSHIP 6 SOUTH. RANGE 28 EAST, ST. JOHNS COUNTY. FLORIDA. MORE PARTICULARLAY DESCRIEED AS FOLLOWS: FOR A POINX REFERENCE, COMMENCE AT THE NORTHNEST CORNER OF SECTION 44 OF SAID TOWNSFIP AND RANGE; THENCE SOUTH $14^{\circ} 55^{\circ} 52^{\circ}$ WEST ALONG THE WESTERLY LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEPEOF; A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ} 13^{\prime} 38^{\prime \prime}$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLFE PARKWAY (A 100 FOOT RIGIT OF WAY AS PROPOSED), A DISTANCE OF 2224.53 EEET; THENCE NORTH $50^{\circ} 29^{\circ} 50^{\circ}$ EAST ALONG SAID HORTHWESTERLY RIGHT-GF-WAY LINE, A DISTANCE OF 2492.30 FEET TO AN ANGLE POINT IN SAID RIGHT-
 RIGMT-DF-WAY LINE, A DISTANCE OF 1106.96 FEET TO A POINT LYING ON a curve, said curve being concave northerly having a radius of 50.00 FEETT; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OE INTERNATIONAL GOLF PARKWAY AND ALONG THE EASTERLY RIGHT-OF-WAY lifne of royal piives parkway find along the arc of sard curve, an ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBMENDED BY A CHORD BEARING OF SOUTH 89.29.55* WEST AND A CHORD DIGTANCE OF 70.71 FEET TO THE POINT OF TARGENCY GF SAID CURVE; THENCE NORTH 45.30.05\% WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OE 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY GAVING A RADIUS OF 450.00 FEET; THENCE. NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONTINUING RLONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31.53:47" WEST AND A CHORD DLSTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18.17.27* WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21,.97 FEET TO 'IHE POINT OF BEGINNYNG, SATD POINT BEING THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 221.70 FERT, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04.10.37" WEST AND A CHORD DISTANCE OF 219.47 FEET TO THE FOINT OF REVERSE CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; ThENCE NORTHERLY ALONG 'THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 606.08 EEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $06^{\circ} 35^{\circ} 56^{\circ}$ WEST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY FIAVING A RADIUS OF 700.00 FEET' THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03.55.14" NEST AND A CHCRD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE, CONCAVE WESTERLY KAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT. OF-WAY LINE, AN ARC DYSTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NOKTH $03.19 .36^{\circ}$ EAST AND A CHORD DISTANCE OF 331.76 FEET TO THE FOINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING A RAOIUS OF 500.00 FEET: THENCE NORTHERLX CONTINUING ALONG THE ARC OF SAID CURVE AND ALONG SAYD RIGHT-OF WAY


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## O.R. 1198 PG 0888


#### Abstract

LINE, AN ARC DISTANCE OF 182.29 FEET. SAID ARC ERING SUBTENDEN BY A CHORD BEARING OF NORTH $01.48 \cdot 14$ EAST NND A CHORD DISTMNCE OF 181. 28 FEET TO A POINT ON SAID CURVE: THENCE SOUTH 63'43.20" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE: OF ROYAL PINES PARKWAY, A DISTANCE OF 23.17 FEET: THENCE SOUTH $22^{\circ} 17.09 "$ WEST, A DISTANCE OF 49.84 FEET; THENCE SOUTH $61.42 .51^{\circ}$ EAST. A DISTANCE OF 62.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCRVE SOUTHWESTERLY HVVING A RADIUS GF 150.00 EEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAID ARC BEING SUBTEMDED BY A CHORD BEARING OF SOUTH $55^{\circ} 25^{\prime} 10^{\circ}$ EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 43.26.51" WEST, A DISTANCE OF 68.30 FEET; THENCE SOUTH $06.44 \cdot 41^{\circ}$ ENST, A DISTANCE OF 191.68 FEET; THENCE SOUTH $41.26 .48^{*}$ EAST, A DISTANCE OF 506.50 EEET; THENCE SOUTH 01*44'10" EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH S4.27.46* EAST, A DISTANCE OF 44.81 FEET; 'IHENCE SOUTH 01.45'51" EAST, A DISTANCE OF 175.04 FEET: THENCE SOUTH 54.12.37* WEST', A DISTANCE OF 28.59 FEET; THENCE SOUTH 03'54.38" WEST, A DISTANCE OF 27.60 FEET; THENCE SOUTH $73^{\circ} 27.08 *$ WEST, A DISTANCE OF 28.79 FEET; THENCE NORTH $86^{\circ} 03.544^{*}$ WEST: A DISTANCE OF 24.87 EEET: THENCE SOUTH $85^{*} 51^{\prime} 31^{\prime \prime}$ WEST, A DISTANCE OF 94.95 FEET; THENCE SOUPH 47.44'56" WEST, A DISTANCE OF 48.37 FEET; THENCE SOTHTH 36.12:57= WEST, A DISTANCE OF 49.17 FEET; THENCE SOUTH $84.59 .56 "$ WEST, A DISTANCE OF 29.43 FEET; THENCE SOUTH 08*47.59* WEST. A DISTANCE OF 26.54 FEET; THENCE NORTK $84^{\circ} 47,42^{\prime \prime}$ WEST, A DISTANCE OF 26.57 FEET: THENCE NORTH 68:15'45" WEST, A DISTANCE OF 27.25 EEET; THENCE SCUTH 84.02.17" WEST, A DISTANCE OF 33.26 FEET; THENCE NORTH 65.00.50" WEST, A DISTANCE OF 26.11 FEET; THENCE SOUTH $67^{\circ} 34^{\circ} 56^{\circ}$ WESN. A DISTANCE OF 10.43 FEET TO THE POINI OF BEGINNING.


CONTAINING 11.99 ACRES MORE OR TJESS.
 PART OF SECTION 44. TOWSHIP 6 SOUTH. RANGE 28 EAST. ST JDHNS COUNTY. FLORIDA, MORE PARTICULARLY OESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST COHNFR OF SAID SECTION 44: T:UENCE SOUTH $14^{\circ} 55^{\prime} 52^{\circ}$ WEST mLONG THE WEST LINE OF SAID SECTION 4. A DISTANCE OF 7123.49 FEET ; THENCE SOUTH 53.13.38* EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OEWAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OE-WAY AS PROPOSED, A DISTANCE OF 2224.53 FEET: THENCE NORTH 50.29.50* EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH $44^{\circ} 29^{\prime 54 *}$ EAST CONTYNUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-GF-WAY LINE. A DISTANCE OF 906.96 EEET TO TKE POINT OF BEGINNING, SAID POKRT BEING ON A CURVE, CGNCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ} 30.06^{\circ}$ WEST AMD A CHORD DISTANCE OF 70.71 EEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTY $45^{*} 30^{\circ} 05^{\circ}$ WEST, A dISTRNCE OF 71.99 FEET TO THE POINT OE CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $31^{\circ} 53^{\circ} 47^{\circ}$ WEST AND A CHORD DISTANCE OF 258.75 EEET TO TAE PCINT OF TANGENCY OF SAID CURVE; THENCE NORTH $18.1 .7 \cdot 27 *$ WEST, A DISTANCE OF 211.97 FEET TO TEE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVTNG A RADEUS OF 550.00 FEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEIWG SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ} 25^{\circ} 50^{\circ}$ WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARTNG OF NORTH $08.30 .59^{\circ}$ WEST aND A CHORD DKSTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE, easterly having a radrus of 800.00 feet; thence northerly along the ARC UF SAID CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ} 07^{\prime 2} 27^{\circ}$ WEST AND A CHORD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE: WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC being SUbTENDED BY A CHORD BEARING OF NORTH 04.47.13* EAST AMD A CHORD DISTANCE OF 325.10 FEET TO THE FOINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY MAVING A RADIUS OF 600.00 fEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF NORTH 06.23.19* EAST and a Chord distance of 311.17 feet to the point of tangency OF SATD CURVE; THENCE NORTH $21.25 .04^{*}$ EAST, A DISTANCE OF 2.70 FEET to the point of curve of a curve. concave westerly having a radius OF 1000.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SADD GJRVE, AN aRC DISTANCE OF 832.14 FEET. SAID ARC BEING SUBTENDEO bY A CHORD BEARING OF NORTH O2. $25^{\prime} 17^{\circ}$ WEST AND A (HOL:) DISTANCE OF 808.34 FEET


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## O.R. 1198 PG 0882

TO THE POINT OF TANGENCY OF SA!D OURVE: THENCF RORTH $26^{\circ} 15{ }^{\circ} 18^{*}$ WEST.
 NORTHEASTERLY having A RADIUS OF 1050.00 FEET; Thenece NORTITESTERLY ALONG THE ARC OF SMD CURVE. AN ARC DISTANCE OF 448.34 FEET, SADD AFC EEING SUETEMDED BY A CHORD BEARING OF NOKM 1.4.01.42" WEST AND A CHORD DISTANCE OF 444.94 FEET TO A POINT OF compound curve of a curve, concave sounheasteriy having a radius of 550.00 PEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BETNG SUBTENDED BY A CHORD BEARING OF NORTH $29.55^{\circ} 35^{\circ}$ EAST AND A CHORD DI: ANCE OF 578. 39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, ACDAVE NORTMWESTERLY having a radius of 185.00 feet; thence northeasterly along the arc OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25'59.45" EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID FOIMT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SATD CURVE BEING CONCAVE WESTERLY HAVING A PAIIUS OF 2500.00 feET; thence southerly along said westerly right of-way line and along THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHOFD DEARING OF SOUTH 07.10.25" EAST AMD A ChORD DISTANCE OF 216.71 feet to the point of reverse cukve of a CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET: THENCE SOUTHEASTERLY CONTINUING ALONG SAID NESTERLY RIGKT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DTSTANCE OF 599.77 FEET.. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTY $35.55 .47{ }^{\circ}$ EAST AND A CHORD DISTANCE OF 570.49 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET: THENCE NORTHWESTERLY LEAVING SAID WESTEREY RIGIT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CIRVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BIARING OF NORTH $52^{*} 5^{\prime \prime} 08^{*}$ WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLX HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWECTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BETNG SUDTYNDED BY A CHORD BEARING OF NORTH $29^{\circ} 18^{\circ} 05^{*}$ WEST AND A CHORD DISTANCE OF 95.25 EEET TO THE point of reverse curve of a curve, concave southerly having A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SALD CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CMORD BEARING DF NORTH $80^{\circ} 08^{\circ} 23^{\circ}$ WEST AND A CHORD DISTANCE OF 223.05 EEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET: THENCE SOUTHWESTERLY Along the arc of said curve, an arc distance of 360.94 feet, said ARC BEY:NG SUBTENDED BY A CHORD BEARING OF SOHTH $21.10 .56 *$ WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF a curve, concave northeasterly having a radius of 950.00 feet; THENCE SOUTHEASTERLY RLONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14.01.42" EAST AND $A$ CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26.15.38. EAST, A dISTANCE OF 405.77 feet to the point of curve of a cirve, concave WESTEREY UAVING A RADIUS OE 650.00 EEET: THENCE :OUMERLY ALONG THE ARC OF SAID CORVE, AN AFC DISTANCE OF 940.89 FEET, BAD ARC BEING

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CHLO4;O4S.4HW:HH211.62(YFX,3)
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 THENCE SOUTH $2125 \cdot 04 "$ WEST, A DHSTRMCE OE 201.54 FEET TO THE POINT of curve of a curve, CONCAVE EASTERLY havines a radius or soo.00 Feet; thence southerly along the arc of sald curve, an arc distance OF 262.31 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF SOUTH 06.23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE FOINT OF: REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 334.19 FEET, SAIO ARC BEING SUBTENDED BY A CHORD BEARING OE SOUTH 03.19.36" WEST AND A CHORD DISTANCE OF 331.75 FEET to the roint of reverse curve of a curve, concave easterly having A RADIUS OF 700.00 FEET; THENCE SOUTMERLY ALONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BETNG SUBTENDED BY A CHORD BEARING OF SOUTH $03.55^{\prime 1} 4^{\prime \prime}$ EAST AND A CHORD OISTANCE OF 450.75 FEET TO THE FOINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID SURVE, AN ARC DISTANCE OF GOE. 08 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $05^{\circ} 35^{\circ} 56^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET: THRACE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTAMCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BERRING OF SOUTH 04.10.37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE FOINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $18^{\circ} 177^{\prime 2}$ EAST, A DISTANCE OF 211.9? feet to the point of curve of a curve concave northeasterly having A RADIUS OF 450.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $31.53 .47^{\circ}$ EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 45.30.05* EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARTNG OF NORCTH 89"29.55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINF OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT--OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH $44^{\prime} 29^{\prime 5} 4^{\circ}$ WEST ALONG SAID PROROSED NORTHWESTERLY RIGHT--OE-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONIAINING 12.14 ACRES MORE OR LESS

[^3]8 of 8
IXhibit A

## ROYAL PINES PARYWAY

## O.R. 1198 PG 0864

A PART OF THE ANTONLO HUERTAS GRANT, SECTION $3 B$, TOGETHEF WITH A FART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE EAR'TICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTYON 44; THENCE SOUTH 14'55.52* WEST ALONG THE WEST LINE OF SAID SECTION B4, A DISTANCE OF 7123.49 FBET; THENCE SOUTH 53.13.38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT•OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF゙-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET: THENCE NORTH 50.29.50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-SNAY LINE; A DISTANCE OF 2492.30 FEET; THENCE NORTH $44^{\circ} 29^{\prime} 54^{\prime \prime}$ EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 EEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE WESTERLY KAVING A RAUIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE. AN ARE DISTANCE OF 78.54 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF NORTI! $00^{\circ} 30^{\prime} 06^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 70.71 FEET TO. THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45*30.05" WEST, A DISTANCE OF 71.99 feEt to the point of Curve of a curve concave NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31.53.47" WEST AND A CHORD DISTANCE OF. 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18.17.27* WEST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIEJS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 EEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04.25 \cdot 50^{\circ}$ WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $08^{\circ} 30.59^{\circ}$ NEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CUKVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623. 81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04'07:27" WEST AND A CHORD DISTANCE OF 608.1.2 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVTNG A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC OLSTANCE OF 328.09 FEET, SAID ARC BEING SUBTENDED BL A CHORD BEARING OF NORTH 04.47.13" EAST AND A CHORD DISTANCE OF 325.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE HORTHERLY ALONG THE ARC UF SAID CURVE. AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEENG SUBTENDED BY A CHORD BEARING OF NORTH 06. $23^{\prime \prime} 19$ " EAST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH $21.25 .04^{*}$ EAST, A DISTANCE OF 2.70 FEET to the point of curve of a curve. concave westeriy having a radius of 1000.00 EEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, aN ARC DISTANCE OE 832.14 FEET, SAID ARC BEING SUBTENDED EY A CHORD GEARING OF NORTH $02.25 \cdot 17^{\prime \prime}$ WEST AND A CHORD DLSTANCE OF 808.34 FEET

TO THE FOINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26.15.38" WEST, A dESTANCE DF 206.92 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVIMG A RADIUS OF 1050.0 O FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN IRC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $14^{\circ} 01^{\prime} 42^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 444.94 FEET TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 PEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDSD BY A CHORD BEARING OF NORTH $29^{\circ} 55^{\prime 3} 35^{\circ}$ EAST AND A CHORD DISTANCE OF 578.39 FEET TO A POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BETNG SUBTENDED BY A CHORD BEARING OF NORTH $25^{\circ} 59.45^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF $A$ CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGY BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; thence southerly along said westerly right-of-Way laine and along THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07.10.25" EAST AND A CHORD DISTANCE OF 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTIMUTNG ALONG SAID WESTERLY FIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEJNG SUBTENDED BY A CHORD BEARING OF SOUTH 35.55.47" EAST AND A CHORD DISTANCE OF 570.49 EEET TO THE POINT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVTNG A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY LEAVYNG SAID WESTERLY RIGMTMOF-WAY LINE OF WGV bOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARTNG OF NORTH $52^{\circ} 45^{\circ} 08^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 95.37 FEET. SAID ARC BEING SUBTENDED BY A CHORD bearing of north $29^{\circ} 18^{\prime} 05^{*}$ WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCEVE SOUTHERLY HAVING A radius of 135.00 FEET; THENCE WESTERLY nLONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET. SATD ARC BEING SUBTEENDED BY A CHORD BEARTNG OF WOR'TH $80^{\circ} 0 \mathrm{~B}^{\prime} 23^{\circ}$ WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE PUINF OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AM ARC DISTANCE OF 360.94 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF SOUTH $21^{\circ} 10^{\circ} 56^{\circ}$ WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE CONCAVE NORTHEASTERLY HAVING A KADIUS OF 950.00 FEET: thence southeasterly along the arc of said curve, an arc distance OF 405.64 EEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14.01.42" 2AST AND A GHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAJD CURVE: THENCE SOUTH 26.15.38" EAST, A DISTANCE OF 405.77 FEET TO THE PORNT OF EURVE GF A CURVE, CONCAVE WESTERLS HAVING A RADIUS DF 690.90 GEET; THENGE GOUTHERLY ALONG The ARC OF SAID CURVE, AN ARC DISTANGE OF 340.99 FGET, SAID ARC BEING;


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\text { IXMBTE } 8 \quad 2.13
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## O.R. 1198 PG 1886

SUBTENDED BY A CHORD BEARING OF SOUTH $022^{\circ} 25^{\prime \prime \prime}$ EAST' AND A CHORD DISTAHCE OF 525.42 FEET TO THE POIMT OF TANGENCY OF SAID CURUE: THENCE SOUTH 21.25.04" NEST, A DISTANCE OF 201.54 FEET TO THE POLNT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET: THENCE SOUTHERLY ALONG THE ARC OF SAID GURVE, AN ARC DISTANCE OE 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06'23.19" WEST AND A CHORD DISTAHCE OF 259.31 EEET TO THE POINT OF: REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HLAVING A RADIUS OF 800.00 EEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE. AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOLJTH $03^{*} 19^{\prime 3} 36^{*}$ WEST AND A CHORD DISTANCE OF 331.76 FEETY TO TIE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $03^{\circ} 55^{\prime} 14^{\circ}$ EAST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE OF A CUFVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 feet; trence SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTK $06^{\circ} 35^{\circ} 56^{\circ}$ EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY FAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04. 10.37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF TANGENCY OF .SAID CURVE; THENCE SOUTH 18.17.27" EAST, A DISTANCE OF 211.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $31^{\circ} 53^{\prime} 47^{\circ}$ EAST AND A CHORD DISTANCE OF 211.7 L FEET TO THE POINF OF TANGENCY OF SAID CURVE: THENCE SOUTH 45*30.05" EAS'T, A DISTANCE OF 71.99 EEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 EEET; THENCE EASTERLX ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89.29'55" EAST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESATD PROPOSED NORTHWESTERLY RIGHT -OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH $44^{\circ} 29^{\circ} 5^{\circ}$ WEST ALONG SAID PROPOSED NOR'PGWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS.
$\operatorname{sen} 1.0), 945 . \operatorname{ROC} / 88211.62(10 \mathrm{RR} .3)$
EXIIBTE B 3 of 3

# O.R. 1198 PG 1887 

A PAET OF THE ANTONE HUERTAS GRANT. SECTION 3 P. TOGETHER WITH A PART OF SECTION 4t. TOWNSHIP 6 SOUTH, RANGE 28 BAST. ST' .JOHNS COUNTY, Florida, more particularly described as follows: for a POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44: THENCE SOUTH 14.55 .52 " WEST ALONG THE WEST LINE OF SATD SECTION AS. A DISTANCE OF 71.23 .49 FRET; THENCE SOUTH 53'13.38" EAST ALONG A LINE TO YTS IHTERSECTION WITH THE NORTHNESTERLY RIGHT-OFWAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED). A DISTANCE OF 2224.53 EEET; THENCE NORTH 50.29.50' EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET: THENCE NORTH $44^{\circ} 29^{\prime 5} 4^{\prime \prime}$. EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LIINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAYD POINT BEING ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 EEET: THENCE NORTHWESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ} 30^{\circ} 06^{\circ}$ WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF GAID CURVE; THENCE NORTH 45*30.05* WEST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $31.53 .47 \times$ WEST AND A CHORD DISTANCE OF 256.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18.17.27" WEST, A DISTANCE OF 21.1.97 EEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ} 25^{\circ} 50^{\prime \prime}$ WEST AND A CHORD DISTANCE OE 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A radius of 700.00 feet; thence northerly along the arc of said CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID $A R C$ BEING SUETENDED BY A CHORD BEARING OF NORTH $08^{\circ} 30^{\circ} 5^{\circ}$ WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, COISAVE EASTERLY HAVING A RADIUS OF 800.00 FEET: THENCE NORTHERLY ALONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 623.81 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF NORTH 04.07 .27 WEST AND A CHURD DISTANCE OF 608.12 FEET TO THE POINT OF REVERSE CURVE OF A CUTVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 328.09 FEET, SAID ARC BEILNG SUBTENDED EY A CHORD BEARINC OF NORTH $04.47^{\prime 1} 3^{\prime \prime}$ EAST AND A Chord distance of 325.10 feet to the point of reverse curve of a CURVE, CONCAVE EASTERLY MAVING A RADIUS OF 600.00 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUETENOED BY A CHORD BEARING OF NORTH 06. $23^{\prime} 19^{\circ}$ EAST AND A CHORD DISTANCE OF 111.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21.25.04" EAST, A DISTANCE OF 2.70 EEET TO ThE POINT OF CURVE OF A CURVE, CONCAVE WFSTEREY HAVING A RADIUS of 1000.00 feet: thence normierly hiong tie arc of said curve, an ARC DISTANCE OF 83 . 14 FEET, SAiD ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $0 ? 20 \cdot 1 \%$ WEST AND A CHORD OISTANCE OF $90 \& 34$ FEET


## O.R. 1198 PG 8888

 A DISTANCE of 206.32 FEET TO THE POINT OF CURDE Of A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 EEET: THENCE NORTHWESTERIY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID RRC BEING SUBTENDED BY A GHORD SEARING OF NORTH 14.01.42" WEST AND A CHORD DISTANCE OF 444.34 FEET TO A POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 feET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DYSTANCE OF 609.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARYNG OF NORTH $29.55^{\circ} 35^{\circ}$ EAST AND A CHORD DTSTANCE OF 578. 39 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHWESTERLY HAVTNG A RADIUS OF 185.00 feET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 230.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $25^{\circ} 59^{\circ} 45^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 215.67 FEET TO A POINT OF CUSP OF A CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE ANT ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $07^{\circ} 10^{\circ} 25^{\circ}$ EAST AND A CHORD DISTANCE OF 216.73 peET TO THE pOINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTKEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-GF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 599.77 FEET, SAID ARC BEING SUZTENDED BY A CMORD BEARING OF SOUTH $3.55^{\circ} .47^{*}$ EAST AND A CHORD DISTANCE OF 570.43 FEET TO THE POYNT OF CUSP OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 EEET; THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-GF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAYD ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $52^{\circ}$ 45'08' $^{\prime}$ WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RNDCUS OF 562.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING UF NORTH 29.18.05* WEST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY
 223.05 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE GOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $21^{\circ} 10^{\circ} 55^{\circ}$ WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY FAVING A PADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN arC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CMORD BEARING OF SOUTH 14.01.42* EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH $26^{\circ} 15.38^{*}$ EAST, A DISTANCE OF 405.77 feEt TO THE POINT OF CURVE OF A CURVE, CONCAVE Westerly having a radius of 650 bo feet; thence southerly abong the ARC OF SAID CURVE, AN AKC DISTARGE OF 540.89 FERT, SADO ARC BEING


#### Abstract

SUBTENDED BY A CHORD HEARIWG OF SOUTA 02.25.17" FAGT AND A CHORD DSSTANCE OF ${ }^{2} 23.42$ FERT TO THE POINT OF TANGENCY OF SAID OURVE: THENCE SOUTH $21.25 \cdot 04$ WEST, A DISTANCE OF 201.54 FEET TO THE DOINT of curve of a cunve, concave easterly having a radius of 500.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.31 FEET. SAID ARC BESNG SUBTENDED EX A CHORD BEARING OF SOUTH $06^{\circ} 23^{\prime 1} 9^{\circ}$ WEST AND A CHORD DISTANCE OF 259.31 EEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY YAVING A RADIUS of 600.00 Feet; thence southerly álong the arc of said curve, an ARC DISTANCE OE 334.19 FEET, SAID ARC BEING SUETENDED BY A GHORD BEARING OF SOUTH $03^{\circ} 19^{\prime 3} 36^{\circ}$ WEST AND A CHORD DTSTANCE OF 331.76 FEET to the point of reverse curve of a curve, concave easterly having A RADIUS OF 700.00 FEET; TYENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 469.50 FEET, SAXD ARC BEING SUBTENDED EX A CHORD BEARTNG OF SOUTH $03.55 \cdot 14^{-1}$ EAST AND A CHORD DISTANCE OF 460.75 FEET TC THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE. WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 606.08 FEEI. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06.35.56" EAST AND A CHORD DISTANCE OF 597.70 FEET TO THE POIRT OE REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 221.70 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04.10.37" EAST AND A CHORD DISTANCE OF 219.47 FEET TO THE DOINE OF TANGENCY  FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 feet; thence southeasteriy along the arc of said CURVE, AN ARC DISTANCE OF 213.71 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $31^{\circ} 53^{\prime} 47^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45.30.05" EAST, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89*29.55* EAST AND A CHORD DISTAANCE OF 70.71 FEET TO THE POINT OF CUSP AT THE AFORESAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL, GOLF PARKWAY; THENCE SOUTH $44^{\prime 2} 29^{\prime} 5^{\circ}$ WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY IINE, A DISTANCE OF 200.00 FEET TO THE fonivi of segimivitu.


CONTAINING 12.14 ACRES MORE OR LESS.

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Recorded in Public Records St. Johns County, FL.

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BARON R EASES, ESQ.
PAPWAS WETCREF \& JHRzS F. A.

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## SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made this $\left[2^{\text {th }}\right.$ day of September 1996, by sum PARTNERSHIP, LTD., a Florida limited partnership ("Developer"), having an address of 2395 International Golf Parkway, St. Augustine, Florida 32095.

## RECITALS:

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1285, ac page 740 of the current public records of $5 t$. Johns County, florida (the "Declaration"), cherely submitting all of the real property described in the Declaration to the terms thereof;
B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms, conditions and provisions contained in the Declaration, and to designate additional Common Area and Roadways, all as provided and permitted by Sections 3.2, 4.3 and 9.i of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property $\ddot{y}$ and any portion thereof shall hereafter be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained in this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.

## O.R. 1198 <br> PG 0.91

2. Designation of Additional Common Areas The Developer hereby designates that portion of the Property desoribed on Exinibit $B$ attached hereto and made a part hereof as additionai Common Area.
3. Designation of Acditional Roadways. The Developer hereby designates that portion of the Property deacribed on Exibit $C$ attached hereto and made a part hereof as an additional portion of the Roadways.
4. Effective Date. This Supplementary Declaration shall become effective upon its recordation in the current public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Coverants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:




SJH PARTNERSHIP, LTD.
a Florida limited partnership
By: SJ MEMPHIS, iJT., a Florida limited partnership, its general paxtner

By: ST. JOHNS HARBOUR, INC. a Floxida corporation, its general partner

Louis Baioni
Its President
3797 New Getwell Road Memphis, TN 38118
[CORPORATE SEAL]


## OR． 1198 PG 0692

The foregoing instrument was acknowledged before me this 10 th day of September $\qquad$ 1996，by Louis Baioni，the President of St．Johns Harbour，Inc．，a Florida corporation，the general partner of SJ Memphis，Ltd，a Florida limited partnership，the general partner of sui partnership，lid．，a Florida limited partnership，on behalf of the partnership．


NOTARY pUBLIC，state of Tennessee
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Commission \＃＿$\quad \Delta / / A$
My Commission Expires：
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Personally Known $\qquad$
or Produced I．D． $\qquad$
［check one of the above］
Type of Identification Produced

## NORTHWEST PARCEL IIA

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST: JOHNS COUNTY, FLORIDA; MORE PARTICUYARLY DESCRTBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH 14.55.52" WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 1295.90 FEEN; THENCE SOUTH 75.04.08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44. A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH $32^{\circ} 40$ 18" WEST, A DISTANCE OF 394.90 FEET; THENCE NORTH 03. $28^{\prime .56: ~ E A S T ~ A L O N G ~ A ~ L I N E ~}$ TO ITS INTERSECTION WITH CONSERVATION EASEMENT NO. 29, A DISTANCE OF 315.67 FEET; THENCE SOUTH 68.38.38" EAST ALONG GAID CONSERVATION EASEMENT, A DISTANCE OF 65.34 FEET; THENCE NORTH 57\%00.25* EAST CONTINUING ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 56.53 FEET; THENCE NORTH $36^{\circ} 47^{\prime \prime} 19^{\circ}$ EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 33.66 FEET; THENCE NORTH $56^{\circ} 23^{\prime} 17^{\prime \prime}$ WEST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 38.85 FEET; THENCE NORTH $41^{\circ} 26^{\prime} 1^{\prime \prime}$ EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 50.16 FEET; THENCE NORTH 77'43'45" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 51.00 EEET: THENCE SCUTT 65006.09" EAST ALONG SAID CONSERVATION EASEMENT. A DISTANCE OF 21.10 FEET; THENCE NORTH $73^{\circ} 35^{\prime} 01^{\prime \prime}$ EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 24.11 FEET; THENCE SOUTH $67^{*} 48^{\prime 1} 15^{\prime \prime}$ EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTRNCE OF 61.16 FEET; THENCE SOUTH 02.10'02" WEST CONPINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 31.16 FEET: THENCE SOUTH $46^{\circ} 29^{\prime} 48^{\prime \prime}$ EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 47.46 FEET; THENCE SOUTH 68.03'16" EAST CON'INUING ALONG SAID EASEMENT LINE, A DISTANCE OF 69.09 FEET; THENCE NORTH $71^{\circ} 08^{\circ} 08^{\circ}$ EAST CONTINUING ALONG SAID EASEMENT L.INE, A DISTANCE OF 54.32 FEET; THENCE NORTH $82.51^{\prime} 41^{\wedge}$ EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 63.97 FEET; THENCE SOUTH 81.18.54" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 44.30 FEET; THENCE NORTH 12*19'30" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 52.59* FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID EASEMENT LINE, AN ARC DISTANCE OF 392.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81.11.47" EAST AND A CHORD DISTANCE OF 259.51 FEET TO THE POTNT OF TANGENCY OF SAID CURVE: THENCE SOUTH 05*16.55" WEST ALONG A WESTERLY LINE OF SAID CONSERVATION EASEMENT, A DISTANCE OF 325.44 EEET; THENCE SOUTH $24^{\circ} 54^{\prime 3} 33^{\prime \prime}$ WEST COHTINUING ALONG SAID EASEMENT LINE AND ITS SOUTHERLY PROJECTION THEREOF TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PARCEL 11A ACCESS EASEMENT, A DISTANCE OF 345.54 FEET TO A POINT LYING ON A CURVE, SAID CURJE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 440.00 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLX RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 431.03 FEET, SAID ARC BEING SUBTENDED BY A CHOND BEARING OF SOUTH $87^{\circ} 25^{\circ} 35^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 414.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $59^{\circ} 21^{\prime} 36^{\prime \prime}$ WEST CONTINUING ALONG SAID NORTHERCX RIGHT-OF-WAY LINE, A DISTANCE OF 22.64 EEET TO THE POINT OF BEGINNING.

CONTAINING 11.01 ACRES MORE OR LESS.

NORTHWEST PARCEL 11A ACCESS EASEMENT

PART OF SECTION 44, TOWNSHYP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE DARTICULARLY DESCRYBED AS ECLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTHON 44; THENCE SOUMH 14.55.52* WEST ALONG THE WEST LINE OF SRID SECTION 44, A DISTANCE OF 1295.90 FEET; THENCE SOUTH $75^{\circ} 04{ }^{\circ} 08$ " EAST LEAVING SAID NESTERLY LINE OF SECPION 44, A DISTANCE OF 1910.39 FEET TO THE EOINT OF BEGINNING; THENCE NORTH 59.21.36" EAST, A DISTANCE OF 21.64 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 440.00 FEET; THENCE EASTERLY ALONG ThE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.03 FEET, SAID ARC BETNG SUBTENDED BY A CHORD BEARTNG OF NORTH $89^{\circ} 07{ }^{\circ} 1^{\circ \prime}$ EAST AND A CHORD DISTANCE OF 436.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61.07'25" EAST, A DISTANCE OF 38.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLX RLONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC HEING SUBTENDED BY A CHORD BEARING OF NORTH $78^{\circ} 11^{\prime} 23^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT CE CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALGNG THE ARC OF SAID CURVE ARD ALONG THE NORTHUESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AN ARC DISTANCE OF 165.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $28^{\circ} 52 \cdot 34^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 165.00 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE CF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTE $20^{\circ} 26^{\circ} 14^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61.07.25" WEST, A DISTANCE OF 35.77 EEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 373.94 FEET: SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89.07.10" WEST AND A CHORD DIS'PANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59.21.36" WEST, A DISTANCE OF 18.80 FEET; THENCE NORTH $32^{\circ} 40^{\prime} 18^{\prime \prime}$ WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.


#### Abstract

EART OF SECTION 44, TOWNSHIP G SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE HORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH $14^{\prime \prime} 55^{\prime} 52^{\prime \prime}$ WEST ALONG THE WEST IHNE OF SATD SECTION 44, A DISTANCE OF 1295.90 FEET: THENCE SOUTH 75.04.08" EAST LEAVING SAID WESTERLY LINE OF SECTION 44, A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGENNING; TKENCE NORTH 59 21.36" EAST, A DISTANCE OF 21.64 FEET TO THE DOINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADYUS OF 440.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.03 FEET, SAID ARC BEING SUBTENDED EY A CHOKD BEARING OF NORTH 89.07.10" EAST AND A CHORD DISTANCE OF 436.76 FEET IO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61.07'25" EAST, A DISTANCE OF 38.20 FEET TO THE POTNG OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A GHORD BEARING OF NORTH 78.11.23" EIST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE EEING CONCAVE SOGTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHNESTERLY RLONG THE ARC of SAID CURVE AND ALONG THE NORTHWESTERLY RIGHT-GF-WAY LINE OF ROYAL EENES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); AN ARC DISTANCE OF 165.63 FEET, SAID APC BEING SUBTENDED BY A CHORD BEARING OF SOUTPH $28^{\prime} 52^{\prime} 34^{*}$ WEST AND A CHORD DTSTANCE OF 165.00 FEET? TD A POINT ON SAID RIGHT-OF-WAY LINE AND THE POINT OF CUSP OF A CURVE, SAID CURVE EEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID HORTHWES'SERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE OF 71.01 FEET. SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $20^{*} 26^{\prime 1} 4^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $61^{\circ} 07 \cdot 25^{\prime \prime}$ WEST, A DISTANCE OF 35.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERIY HAVING A RADIUS OF 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTPANCE OF 373.94 FEET, SAID ARC BEING SUBTEENDED BY A CHORD BEARING OF SOUTH 89.07.10" WEST AND A CHORD DISTANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59.21'36" WEST, A DISTANCE OF 18.80 FEET; THENCE NORTH $32^{\circ} 40 \cdot 18^{\prime \prime}$ WEST, A DISTANCE OF 80.05 FEET TO THE POIN'T OF BEGINNTNG.


CONTAINING 0.97 ACRES MORE OR LESS.

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[Additional Roadways]

## 11933.1

## NORTHWEST PARCEL 1L. ACCESS EASEMENT

PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST. ST. JOFNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SATD SECTION 44; THENCE SOUTH $14^{\circ} 55^{\circ} 52^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID SECTION 44. A DISTANCE OF 1295.90 FEET; THENCE SOUTH 75.04.08" EAST LEAYING SAID WESTERLY LINE OF SECTION 44. A DISTANCE OF 1910.39 FEET TO THE POINT OF BEGINNING; THENCE NOKM 59'21'36" EAST, A DISTANCE OF 21.64 EEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY HAVING A RADTUS OE 440.00 FEET: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 457.03 EEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89.07'10" EAST AND A CHORD DISTANCE OF 436.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61.07'25" EAST, A DISTANCE OF 38.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET: TRENCE NOKTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78.11.23" EAST AND A CHORD DISTANCE OF 65.19 FEEM TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTEREY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY AIONG THE ARC OF SAID CURVE AND AIONG THE NORTHWESTERIY RIGHC-OF-WAX LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AN ARC DISTANCE OF 165.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $28^{\circ} 52^{\prime \prime} 34 "$ WEST AND A CHORD DISTANCE OF 165.00 FEET TO A POINT ON SAID RIGHT-OF-TAY LINE AND THE POINT OF CUSR OE A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE LEAVING SAID NORTHWESTERLY RIGHY-OF-WAY LINE OF ROYAL PINES PARKWAY, AN ARC DISTANCE OF 71.01 EEET, SAID ARC EEYNG SUBTENDED BY A CHORD BEARING OF NORTH $20^{\circ} 26^{\prime} 14^{\prime \prime}$ WEST AND A CHORD DISMANCE OF 65.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 61.07.25" WEST, A DISTANCE OF 35.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OE 360.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 373.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89.07.10" WEST AND A CHORD DISTANCE OF 357.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $59^{\circ} 21^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 18.80 EEET; THENCE NORT'H $32^{\circ} 40^{\prime} 18^{\prime \prime}$ WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

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## SUPPLEMENTARY DECL,ARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOENS - NORTHWEST RESIDENTIAI.

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made this 3ofay of March, 1997, by SJK PARTAERSEIP, LTD., a Eiorida limited parcnership ("Ieveloper"), having an address of 3370-I International Golf Parkway, st. Augustine, Florida 32092.

## RECITALS:

A. The Developer has executed and recorded the Declaration of Covenants and kestrictions for Saint Johns - Northwest Residential which is recorded in Officiai Recorks Book il85, at page 140, which was amended by First Amendment to Declaration of Coventnts and Restrictions for Saint Johns - Northwest Residential and which is recorded in Official Records Book 1198 , page 872 , both of the public recozds of St . Johns County, Florida (collectively the "Declaration"), thereby submitting all of the real properiv described in the Declaration to the terms thereof;
B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the D:-operty to the terms, conditions and provisions contained in the Declaration, as provided and permicted by Section 3.2 of the Declaration.

NOW TEEREFORE, the Developer hereby declares as foliows:

1. Submission of the Property to Declaration. All of the Property and any poition thereof shall hereafter be held. transferred, sold, conveyed and occupied subject to all covenants, restrictions, sasements, charges anc liens, and all other matcers ser forth in the Declaration. All defined terms contained in this Supplemertary Declaration shall have the same meanings as such terms are defined by the Declaration.

## O.R. 1239 PG 1359

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

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restriccions for Saint Jonns - Northwest Residential to be duly executed as of the date first above written.


2
STATE OF FLORIDA
COUNTY OF LYME

## Q.R. 1238 PG 1360

 COUNTY OF $\qquad$ss

The foregoing instrument was acknowledged before me this $\frac{3}{2} /$ day of March, 1997, by JANES E. DAVIDSON, JR., the Vice President Development Administration of St. Johns Harbour, Inc., a Florida corporation, the general partner of sJ Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSEIP, ITD., a Florida limited partnership, on buhalf/of the partnership.


NOTARY EUBIIC, SLate Of
Florida at Large
My Commission Expires:
Personally Known

or Produced I.D.
[check one of the above]
Type of Identification Produced

# BHHIDIT A <br> O.R. 1230 PG <br> PG 1361 

NORTHWEST PAPCEL 14
A PART OF THE ANTIONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF KEFERENCE, COMNENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH $14^{\circ} 55^{\prime}$ S2* WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53.13.38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHTT-OFWAY LINE OF INTERNATIONAI GOLF PARKWAY (A 100 FOOT RIGKT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50.29.50- EAST ALONG SAID NORTHWESTERLY RIGNT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET: THENCE NORTH 44.29.54" EAST CONTINUING AIONG SAID NORTHKESTERLY RIGHT-OF-WAY LIIE, A DISTANCE OF 906.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET: THENCE NORTIERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GCLE PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES EARRWAY (A KIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00.30.06" WEST AND A CHORD DISTANCE OE 70.71 EEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45-30.05- WEST CONTINUING FLONG SAID RIGFT-OFWAY LINE, A DESTANCE OF 71.99 FEET TO THE POINT CE CURVE OS A CURVE, CONCAVE NORTHEASTERLY HAVING A RadIUS OF $\equiv 50.00$ FEET; thence NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE BNE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OE 261.20 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF NORTE 31.53.47" WEST AND A CFOKD DISTANCE OF 258.75 FEET TO THE POINT CF TANGENCY OF SAID CURVE: THENCE NORTH $18 \cdot 17 \cdot 2 \%$ WEST CONPINUING ALONG SAID RIGHT-OF-WAY LINE, A distance of 225.47 feet to the point of curve of a curve, concave EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WRY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED by A CHORD BEARING OF NORTH 04.25.50" WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NCRTHERLY CONEINUING ALONG SAID RIGitT-OF-way LINE AND along tie arc of Said CURVE, AN ARC DISTANCE OF 314.87 FEET, SAID ARC BEING SUGTENDED BY A CHORD BEARING OF NORTH $03.27 .23^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 312.22 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF SC.00 FEET; THENCE SOUTHEREY LEAVING SAID WESTERLY RIGHT-OE-WRY LINE OF ROYAL PINES FARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.95 FEET, SAID ARC BEING SUBTENDED BY A GHORD BEARING OE SOUTH I1.12.47* EAST AND A CFORD DISTANCE OF 8.94 EEET TO A. PCINE ON SAID CURVE; THENCE SOUTH 81.33.31" WEST, F. DISTANCE OF 150.76 FEET; THENCE NORTY $86^{\circ} 25^{\prime 0} 4^{-}$WEST, A DISTANCE OF 154.11 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 55.78 feet; thence northwesteriv aiong the arc of spin curve, an ARC DISTANCE OF 60.41 FEET. SAID ARC BEING SUBTENDED BY A CFORD BERARING OF NORTH 49.is.08. WEST AND A CHORD DISTENCE OE 57.50 FEET to the puint of tangency of said curve; thence norte $80^{\circ} 16.39$. West, A distance of 155.66 feet to the porim of curve of a curve, siid CURVE being concait northersteriy having a radius of 400.00 geet;


# O.R. 1230 PG 1362 

thence northwesterly aiong the arc of said curve, an arc iIstance OF 543. 48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41.21.13* WEST AND A CHORD DISTANCE OF 502.63 FEET TO THE POIINT OF TANGENCY OF SAID CURVE: THENCE NORTH 02.25.47. WEST, A DISTANCE OF 267.61 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 400.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTII 54.59.26" EAST AND A CHORD DISTANCE OF 337.06 FEET TO THE POINT OF TANGENKY OF SAID CURVE; THENCE SOUTH 67.35.2. ${ }^{\circ}$ EFST, A DISTANCE OF 105.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 300.00 EEET; THENCE NORTHEASTERLY ALONG THE ARC OE SAID CURVE, AN ARC DISTANISE OF 289.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84.44.05年 EAST AND A CHORE DISTANCE OF 270.69 FEET TO THE POINT OF TANGESTCY OF SAID CURVE; THENCE NORTH 57.03.30" EAST, A DISTANCE OF 60.62 FEET CO THE FOINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLV HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERIY ALCNG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.09 FEET, SAID ARC BEING SUBTEADED BY A CHORD BEARING OF NORTH 27.39.37* EAST AND A CHORD DISTANCE OF 78.54 FEET TO A POINT ON SAID CURVE; THENCE NORTF $87^{\circ} 31^{\prime \prime} 21^{\circ}$ EAST ALONG A LINE TO ITS INTERSECTION WLIM THE AFOREMENTIONED WESTERIY RIGFTT-OE-WAY LINE OF ROYAL PINES PAREWAY, $A$ DISTANEE UF 48.81 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTEELY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC EISTANCE OE 252.80 FEET, SAID APC BEING SUSTENDED BY A CHORD BEARING OF SOUTH 07.52.06" WEST ANE A CHORD DISTANCE OF 251.43 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERTY FPNING A RADIUS OE 800.00 FEET: THENCE SCUTHERLY CONTINUING AEONG SAID WESTERLY RIGHT-OF-WAY LINE find along the arc of said curve, an arc distance oe 623.91 feet, SAID ARC ZEING SUBTENDED BK A CHORD BEARING OF SOUTH C4.07.27" FAST END A CFORD DISTANCE OF 603.12 FEET TO A POINT OF REVERSE CURVE OF A CUKVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY CONTINGING ALONG SAID WESTERLY RIGHT-of-way line and along the arc of said curve, an arc instance of 123.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21.24.09^ EAST AND A CFORD DISTANCE OF 123.48 FEET TO THE POINT OF bEGINNING.


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    GY ANDENETURNTO:
M. LYNN PAPSAS, ESOIJRE
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## SPECEAL WARRANTY DSED

[MORTHWERT PARCRI 2\%]


#### Abstract

MRIS MFRRANTY DEED is made and executed this $/ 2$ day of Ler  partnerselp (hereinafter called "Grantor") to TURNBRRRY DEVELORERE, I,TD., a Florida limited partnership (hereinafter called NGranteen), whose address is 2453 Scuth Third street, Jacksonville Beach, Fiorida 32250.


WIMTBEEETIE:
That in consideration of the sum of Ten Dollars ( $\$ 10.00$ ) and other valuable considerations, the receipt and sufficiency of whicis Clerk\# 97017457 0.R. 1240 PG 157s 11:11AM 05/21/1997 conveys and confirms to Grantee and its successors and assigns, ald of the real property in $s t$. Johns County, Florida, more particularly described on Exhibit A attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditamenta, and appurtenances pertaining to the property and subject to the restrictions, easements, agreements, reservations and other matters set forth on Exlibit $B$ attached hereto and made a part hereof.

TO RAVE AND TO HOLD the same in fee simple forever.
Grantor hereby fovenants with Grantee that the Property is free from ail encumbrances placed on the Property by Grantor (except for any such encumbrances set forth on Exhibit B) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made purcuant to matters set forth oin Exhibit B) but against none other. By acceptance and execution of this Deed, Srantee hereby agrees to the following terms and provisions.

## 1. RESERYATIONB OF GRANTOR

1.1 Easement for Madntenance Purposes. Grantor reserves ror itself, the Saint Johns Northwest Master Association, Inc, and the 6045.11
$4 / 22 i 97$

Saint Johns Northwest Residential Association, Inc. (the "Associations"), their agents, employees, successors or assigns, a non-exslusive and pexpetual easement in, on, over and upon the Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wild life preserves or any othex areas, the maintenance of which is required or ailowed by separate agreement with Grantee, to be performed by Grantor or the Associations or as to which Grantee has failed to perform its maintenance functions in accorchance with the covenarits and restrictions applicable to the property.
1.2 Drainage Easement. Grantor hereby grants to Grantee for the benefit of the property a perpetual and non-exclusive easement over and upon the portions of the Interchange Northwest Parcel, as such term is ciefined in the saint Johns development of kegional Impact Order Resolution No, 91-130, as the same may be amended from time to time (the "Saint Johns DRI"), for the purposes and suhject to the terms and conditions set forth herein. Grancor hereby reserves to itstlf and the faster Association, as hereinafter defined, for the benefit of the Interchange Northwest Parcel and its owners as they may exist from time to time and for the benefit of the Interchange Norineast Parsel and its owners as they may exist from time to fime, as such term is defined in the saint Johns DRT, a perpetual and non=exclusive easement over ard upon the Property for the purposes and subject to the terms and conditions set forth herein. The foregoing easements shall be for the use and operation of a lake and arairage system, together witi a nonexclusive perpetumi right and easement to connect to and use the drainage system as the same shall be located upon the Interchange Northwest Parcel or the Property or any replacement thereof. The drainage system shail consist of a series of interconnected lakes and drainage improvements, all as more particularly described in tho Surface Water permits, as such term is defined in Section 2 below and as described in the Drainage Plan referenced in the Development criteria, defined in Section 3.2 pelow (the "Drainage System"). The easements granted and reserved herein shall include a perpetual right to use the Drainage System and the eusements herein reserved to Grantor shall include the right to perform all maintenance and repair of the Drainage System necessary in the judgment of Grantor or the Saint Johns Northwest Mastex Association, Inc. ("Master Association") to use and operate the Drainage system in accordance with the standards set forth in Section 3.1 nereor. Grantor hereby reserves for itself and grants to the Master Association a perpetuai non-emelusive easement over the property for ingress and egress ac all times for purposes of maintenance of the Drainage System, for inspecting and testing the water level and water quality of the Drainage System 2nd otherwise to exercise the rights and obligations of Grantor and the Master Asscciation set farth herein.

## O.R, 1240 PG 1575


#### Abstract

1.3 Drainage Maintenance Zasement. Grantor specifically reserves for itself and the Master Association a perpetual nonexclusive easement for ingress and egress to portions of the Drainage System within the Property ana within fifteen (i5) feet in width around the perimeter of any lake constituting a portion of the Drainage System within the Property for ingress and egress and for the purpose of maintenance of lake areas, including, but not limited to, ingress and egress by vehicles necessary for the dredging of lakes and other equipment or vehicles necessary to maintain the Drainage System in accordance with the standards established in Section 3 .


1.4 Utility Easemerts Reserved. Grantor hereby reserves to itself and future utility companies designated by Grantor to serve the Interchange Northwest parcel for the benefit of the Interchange Northwest Parcel, a non-exclusive ard perpetual easement cver and upon portions of the Property for construction, installation and maintenance of utility lines, conduits and improvements including, but not limited to, water and sewer service, electria service and cable television service.
1.5 Miscellaneous. The easements granted and reserved in Sections 1.1 through 1.4 above shall be reduced at the request of either party to include only the actual lakes, water bodies, canal areas and other property constituting part of the Dxajnage Syetem or upon which drainage saciiities or utility improvements are located, together with reasonable access to such laiso, water bodies, canals and utility improvemente or common areas fur the purposes of the easements herein provided. In order to reduce the easement area, the requesting party shall obtain a survey and legal description of the Drainage System and actual or intended location of utility or road improvements ana reasonably access to the Drainage System and utility improvements or common areas and upon approval of such survey by the other parties, Grantor, the Associations, and Grantee snall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borme by the party requesting same.
1.6 Restoration and Repair. Any party entering upon the property of another in the exercise of the easement rights granted in sections 1.2 through 1.4 above shall hold haruless and indemnify the other fox any loss, cost, damage or expense suffered by such property owner and resulting directiy from the activities of such other party in the exercise of its easemer.t rights. Any property disturbed in the exercise of the easemsint rights granted shali be restored as soon as reasonably practical following suck activity to its previously existing condition by the party periorming such activity.

## O.R. 1240 PG 1576

1.7 Access Easement and cost Sharing. Grantor reserves for itself, its successors or assigns for the benefit of the residential lots developed on the real property as described on Exhibit $c$ attached hereto and made a part hereof the "Adjacent Property") a non-exclusive and perpetual easement over and upon the Property for (i) vehicular and pcdestrian ingress and egress over roads constructed upon the Propertit and for (ii) access and use of any common area recreational improvements constructed upon the Property on the same and no less favorable basis as such access and use is afforded to residential lots located upon portions of the Prop-.... As a condition to use of such easement rights, owners of resic.ill lots within the Adjacent Property and within the Proper 1 shail share the cosi of the maintenance of such roads and common area recreational improvements, such cost sharing to be implemented as follows;

### 2.7.1 The association of property owners applicable to

 the Property (the "Property Association") and the assosiation of property owners applicable to the Adjacent Property (the "Adjacent Property Association*) shall share all experises infurred in connection with the use, operation and maintenance of the access roads and common area recreational improvements ("Common Road and Area Improvements"). Such expenses shall include, but not be jimited to, ad ralorem taxes, liabiiity and casualty insurance, landscape maintenance, street lights, irrigation, pavement repair and repiacement, and general maintenance, repair and replacement of any and ali improvements located within the common Road and Arec Improvements. On or bifore January 1 of each calencar year following the execution of this Agreement, the Property Association shall prepare a budget of anticipated expenditures for the fommon Road and Area Improvements which shall be delivered to the Adjacent property Association no later than January 31 of each such calendar year. Further, no later than January 33 of each caiendar year fol.lowing the sxecution of this Agreement, the Property Association shall prepare and deliver to the Adjacent property Association, a statement of actual expenditures made by the Property Association in connection with the use, operation, and maintenance of the common Road and Area Improvements for the preceding year. Within fifteen (15) days of the Adjacent Property Association's receipt of the statement of actual expenditures from the Property Association, the Adjacent Property Association shall pay to the Property Association, a sum which is equal to the percentage of the total actual expenditures made by the Property Association for the common Road and Area Improvements during the immediate preceding calencar year which is equal to the percentage which the residentiad lots within the Adjacent property bears to the total number of residential lots within the Property and the Adjacent property.1.7.2 The Property Association shall maintain casualty
Common Road and Axes Improvements. The amount oi such casualty

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## O.R. 1248 PG 1577

insurance shall equal the full insuriole replacement of the insured improvements. The property Asscuation shall also maintain public liability insurance relative to the cominon Road and miea Improvements in such amounts as the Property Association shall ietermine, but in no event less than five Hundred thousand and No/100 Dollars ( $\$ 500,000.06$ ) per occurrence. All insurance policies required to be obtained by the Property Association shall name the Froperty Association and the Adjacent Property Association as co-insureds, and where such provision is available, all such policies shail provide that the insurer waives its right of subrogation as to any claim or claims against the property Associaition, the Adjacent Property Association, or their respective employees, memhers, agents, guest or inritees. The insurance obtained by the Property Association shali be primary, regardless of whether the Adjacent property Associztion shall have other available insurance or self insured limits of coverage.
i.7.3 The Property Association shall not have a right of reimbursement. from the Adjacent property Association for the cost of any capital improvements or additions to the improvements or facilities located with the Common Road and Area Improvemente, excepi as provided for in section 1.7-1 above, unless the Adjacent Property Association shall agree in writing to make such reimbursement. The cost of any agreed upon capital improvements or additions shall be shared by the Property Association and the Adjacent Property issociation in the same manner as expenses are shared pursuant to section 1.J.i above.
1.7.4 Anir payment due from the Adjacent property Association to the Froperty Association shall bear interest at the highest permissible rate of interest under the laws of the stata of Florida, from a date which is fifteen (15) days following the date such payment is due pursuant to this Agreement.
1.7.5 The terms of the easement provided for herein shall terminate as to any portions of the Adjacent property which are conveyed to Grantee as the owner of the Property or as to any portion of the Adjacent property whinch is annexed into the jurisdiction of the Property Association and by recordation of a supplementary declaration of covenants extending the terms arad provisions of such declaration and the governing articles of incorporation and bylaws of the property Association so such portion of the Adjacent Property.

## 2. PERMTT COKPLTANCE.


#### Abstract

2. 1 pernits, The parties acknowledge that the improvements to be constructed upon the propertv are suhiect on cortain conditions and requirements contained in ehe Saint Johns DRI, Saint Johns Planned Unit Development Ordinance No. 91-36 ("Saint Johns


## O.R. 1248 PG 1578

PUD") and in the following permits: Army corp of Engineers Permit No. 199100108 (IP-GS) (the "ACOE Dredge Fili Permit"), St: Johns River water Management District Management and Storage of Surface Waters Individuai Permit No. 4-109-0120C (the "Conceptual MSSH Permit' ${ }^{\text {(') }}$, St. Jchns River Water Management District Hanagement and Storage of Surface Waters Individual Permit No. 4-109-0122 (the MMSSW Permit"), St. Jonne River Water Management District Wetland Resource permit No. 12-109-0036 (the rDER Dredge Fill Permit"), Flofida Department of Envirommental Regulacion Permit No. DC55220234 (che "Wastewater Treatment, Land Application and Wet Weather Discharge Permit' ${ }^{n}$, and the St. Johns River Fater Management District Consumptive Use Permit No. 2-109-0271in (the "Cup Fermit"). The ACOE Permit, Conceptual MSSW Permit, HSSW pexmit, and DER Dredge Fill permit as the same may be modified from time to time by Grantor are collectively referred to below as the "Surface water Permits." Grantee shall somply with all appiicable provisione of the Saint Johns DRI, Saint Johns PUD, Surface water Permits, Wasteawater Ireatment, Land Applicaticn and Wet Weather Lischarge permit and CUP Permit, as well as all other permits obtained or to be obtained in conrection with development of the property.

## 3. PROPERTY MATMTEAARCE AND UEE RESTRICTYONS.

3.1 Drainage System. Grantee shall not modify any portion of the Drainege System not alter the flow of drainage within the Drainage System unless such rodifications have been approved by Grantor and the Master Association. Grantor may effect xelocation of the drainage easements as provided for in section i. 2 above frovided that, as to the property, any such relocation shall not interfere with structures located within the Property. The cost of any such rejocation shail be borne by Grantor.
3.1.1 Grantor or the Master Association shall, at all times maintain, keep in good repair and operate the Drainage system in accordance with all applicable laws, rules, standards, regulations and ordexs of governmental agencies having jurisdiction over the Drainage System, subject to the obligations of Grantee under the terms hereof at the standazd of maintenance provided for in the Declaration of Covenants and Restrictions for Saint Johns Northwest Master, as recorded in Official Records Book 1185. Page 595, of the pubiic Recorcis of St. Jonns County, fioriaz fine "Declaration").
3.1.2 The cost and expense of maintenance of the Drainage System to be performed by Grantor or the Master fssociation shall be assessed to all property owners within the Interchange Northwest Parcel pursuant to the Declaration.
3.1.3 Any structures or improvements constructed upon the property shall be maintained by Grantee so as to allow for the

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continued uninterrupted flow of surface water through the Drainage System. if any such improvements shall result in obstruction of the Drainage System, Grantor or the Master Association shall have the right and easement to entex unon such property to clear the obstruction and the cost of such maintenance shall be borne by the owner of such property.
3.2 Sbligations with Regard to Suxface Water Run-Off. Grantee acknowledzes that the maintenance of water quality within water bodies constituting part of the Drainage System is both neaessary and desirable to preserve the va'mes of the property surrounding such water bodies and to comply with statutes, rules ard regulacions of agencies having juxisdiction over the water bodies. ks a result, drainage flow from the property shall not be obstructed or diverted from the easements contained herein for purposes of the Drainage Systim. Further, owners of the Property abatting the Dreinage System shall be prohibited from dischaxging or allowing the discharge of any objects, comporents or elements of any kind or nature into water bodies which would have the effect of directly obstructing the flow of water within the Drainage System, indirectly affecting such an obstruction by encouraging the growth of algae, causing extraordinswy siltation widhin water bodies or of
 prohibited from otherwise interfering with the flow of water through the Drainage system or creating unsightly condieions in such water bodies which diminish their appearance as free flowing water bodies. To the extent that any owner oE the Property abutting the prainage System shall be determined to de responisible for such discharge, the cost of any maintenance repair or reconstruction activity within the water body, or upon lake eage areas or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similur drainage scructures necessitated by the effects of such discharge shall be solely the responsibility of such party whish shall be chargeable by Grantor or the Master Association in connection with the performance of its maintenance of the Drainage System and such sums shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sams not paid when due shall bear interest at the nighest rate permitted under Florida law. In addition, if necessary to correct a violation of this Section, the responsible upland owner within the
 property or shall permit such repaixs or reconstruction to be undertaken on its property by Grantor or the master Associztion at the expense of such responsible upland owner.
3.3 Lake Edqe Maintenance and Lake Use. Only Grantor or the Niaster Association shall have the right to pump or otherwise remove or to authorize removal of any water from any water bodies constituting part of the Drainacte sustem for the murnose of irrigation or other use or to place any objects in such water

## O.R. 1248 PG 1580

bodies. No gas or diesel driven boats shall be permitted to be operatex in any water bodies constituting part of the Drainage System. nd properties withim the property which now or hereaftex are adjacent to, or include a portion of a water body constituting part of the Drainage System (the "Lake Parcel(s)") shall be maintained by the owner of sucin property so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankments shall rot be changed without the prior written consent of Grantor or the Master Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the owner of any lake parcel in a manner consistent with section 5.10 hereof. If the property owner of any Lake parcel fails to maintain the embankment or shoreline vegetcation as part of its landscape maintenance obligations in accerdance with this provision, Grantor, or the Mister Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the owner of such lake Rarcel, which shall ve due and payable within fifteen (15) days of demend for same by the party performing such maintenance. finy sums not paici when due shall bear intexest at the highest permissibie rate uncer Florida law. Title to any Lake parcel shall not include rights shall remain the property of Grantor or the specific assignee of such rights. No docks or other structures shall be constructed on any embankments of Lake Parcels unless or until the same has been approved by Grantor.
3.4 Ccnsumptive Use of Hatex. Grantee acknowledges that due to the integrated trestment of all consumptive uses of water under the terms of the saint Jonns DRT, any application submitted by Grantee for consumptive uge of water shall be consistent with the requirements of the Saint Johns DRI and shall be subject to the approval of Grancor.

## A. RESERVATION OF ARCHITECTCRAL CONTROL BY GRANTOR.

4.1 Improvements. In order to maintain consistency and harmony of any improvements on the Property with the general architectural scheme for improvements to be constructed within the Interchange Northwest Parcel, no structure or improvement, including, without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulikheads, sewers, drains, disposal systems, signage, object or treatment, or other structures or improvements shall be commenced, erected. placed or maintained upon any portion of the property, nor shall any addition to or change or alteration therein be made until the plans. specifications and locations of the same shall have been submitted to and approved by Grantor.
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Grantor's review of such construction shall be with reference to the Development Criteria attached hereto as Exhibit $C$ (tine "Development Criteria") and made a part hereof.
4.2 Submission. Each request for approval shall require summission of two (2) complete sets of all plans and specifications for any inprovement or structure proposed upon any portion of the Property, sisned by the ownex thereof and contract vendee, if any. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building waterials (if not previously approved by Grantor) rroposed for use on any portion of the property, and may require such additional information as reasonably may be necessary to completely evaluate the proposed structure or improvements.
4.3 Approighis. Rpproval or disapproval of applications to Grantor shali be given to the applicant in writing within fifteen (25) days of receipt thereof by Grantor in full accordance with the procedures adopted by it; in the event that the approval or disapproval is not forthcoming within fifteen (15) days, uriless an extension is agreed to by the applicant, the application shall be ceemed approved: provided that any construction shall be in aceordance with the submitted plans. Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, the following: (i) failure of the pians to confors to any upplicable builaing codes, or (ii) inadequacy or deficiency in the plans resulting in defects or dangerous conditions in the improvements.

## 5. USE AMD DENSITY REETRICTIOKB.

5.i Use and Density Restrictions. Grantee shall occupy and use the property solely for the operation of a single fanily subdivision of up to One Hundred (200) single family dwelling units to oe constructed upon the Property which shall not exceed a height of thixty five (35) feet.
5.2 PUO/DRI Comeliance. Uue to the integrated nature of the Froperty and the Interchange Northwest parcel under the terms of the Saint Johne DRI, and Saint Johns PUD, Grantee acrees that it will not construct any improvements upon the froperty nor take any action, which would result in a modification of the terms and provisions of the Saint Johrss DRI ox Saint Johns PUD, without the prior written consent of grantor.
5.3 Underground Utilities. All electrical and telecommunication transmission lines within the property shall be installed and maintained undergrounat.

## O.R. 1240 PG 1582

5.4 Compliance with Laws. Grantee will comply, at its expense, with the terms of the Saint Johns DRI and Saint Johns PUD, and all environmei:tal, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements.
5.5 No Implication. None of the restrictions contained in this beed shall constituta easements or restrictions upon grantor's adjacent property and the provisions contained therein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property. This section shall not apply to che easements speeificalily granted to Grantee pursuant to Section 1 of tinis Deed.
5.6 Nuisance. Grantee shall not conduct any business upon the Droperty winich shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extracrdinary exterior lighting such as flashing lights, search lights. or the like.
5.7 character of operations. In order to establish and preserve the character of the Interchange Northwest parcel development as a high quality commercial and resicential development, uniess required by law to be conducted on the Property, no auction, fire, bankruptcy, closeout or othex discount sales operation shall be conducted upon the property.
5.8 Television and Radio Equipment. No installation of any antemai or aerial wine or rauio of television equipment visibie from the exterior of any Improvements shail be permitted on the Property.
5.9 No Resubdividing. It is specifically understood and agreed that Grantee, its successors and assigns, shall not plat, replat or subdiviae any unimproved portion of the property for development purposes nor transfer or convey any interest in an unimproved portion of the property for development pirposes without the prior initten consent of grantor. Grantor's right to approve any purchaser is necessary to ensure that the proposed use of the Property by any purchaser and its operation will be consietent with the quality of cuevelopment and operation of the Interchange Northwest parcel and that any development will conform to the requirements of this Agreament. Based on the foregoing factors, Grantor will not unreasonably withhold its approval to any such sale. transfer or conveyance.
5. 20 Maintenance. Buildings, laridscaping and other improvements shali be continucusiy maintained so as to preserve a 6045.11 4.22197 10
well kept appearance especially along the peximeters of the Property. The Grantee shall likewise be responsible to maintain the landscape and buffer improvements located within the area between the boundary of the property and the road pavement and any adjoining lake. any question concerning the limits of the Grantee's maintenance obligations within such adjacent areas sinall be determined by The Saint Johns Northwest Residential Property Owners Association, Inc. (the "Residential Association") in its reasonable discretion. The Reeidential Association shall from time to time observe site and landscape maintenance and if not satisfied with the level of maintenance on a site shall notify the ownex in wijting. If within fifteen (15) days from notification maintenance has nct been brought to acceprable standards, the Residential Association may order the work done at the aite at owner's expense and may treat the charge as an assessment due under the terms of the applicable Declaration. In addition, the following maintenance standards shall be imposed:
5.10.2 Trash. All trash and garbage shall be placed in designated containers, or within the owner's contained servive area and all trash areas shall be screened and properly landscaped. A schedule for regular trash rewoval shall be provided and such schedine will reflect the capacity of the local agencies for trash removal. Yards and landscape areas will be kept free of Erash, leaves and dead landscaping matexials.
5.10.2 Landscapirg All Iandscapet areas including grassed areas, landscape and buffer improvement:s located adjacent to the property in the unpaved portion of the right of way or between the Property boundary and any lake, shall receive regular maintenance including irrigation, trimming, fertilization, mowing and feplacement of diseasee plant materials as reguireg. Ali irrigation sistems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the property and to maintain a uniform and sightly appeagance.


#### Abstract

5.10.3 Barking Lots and Sidewaiks. All parking lots, sidewalks, and other hard surface areas shall be swept arid cleaned regulariy and cracks and damaged areas of sidewalks shall be repaired or replaced as required in the reasonabie opinion of the Board of Directors of the Residential Association. Damaged or eroding areas of the asphalt parking zurface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary in the reasonabie opinion of the Board of Directors of the Residential Association. Eroken bumper stops and/or curbing shall be replaced as reguired and drainage inlets,  maintained in good repäir and shalk remain clear of debris so as to enable the proper flow of water.


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5.10.4 Lighting. Leveis of light intensity in tine parking areas of ail exterior walkways and all illuminated signs shall be maintained zt safe levels and bulbs shall be raplaced expeditiously as failuxe occurs. Ligint standards shall be maintained in good repair and shall be kept functional at all times.
5.10.5 Painiing- All painted surfaces shall be repainted or a regular schedule as reguired to maintain exterior appearance in a clean, neat and ordexly mannex.

## 6. HETBCELIANEOCS

6.1 Successors and Assicns. The easement rights, covenants and restrictions contained herein shall be binding upon Grantee and all owners of the property, or any portion thereof. The easement rights contained in Sections 1.1, 1.2, 1.3, 1.4 and 3.1.1 above shall be binding upon Grantor and all owners of any portion of the Drainage System located within the Interchange Northwest Parcel.
6.2. Modification. The terms and provisions contained nerein may be mociified by the then owner of any portion of the property or Interchange Norchwest Parcel, whose lands are affected by sucin amendment, the owner of the lands which are benefitted by any provision of this Deed to be amencied, and Gxantor and its assignees. The texms and provisions of this Deed providing rights and berefits to the respective Associations, may only be modified with the consent and joinder of the affected Association.
6. 3 Notice. Any notice required to be given hereunder will be effective only if such notice has been sent by overnight courier, personaliy delivered by facsimile with confirmed receipt or by certisied or registered mail, return receipt raquested, addressed to the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, aodressed as follows:

To Grantee:

```
James N. McGarvey, Jr.
Turnberry Developers. Ltd.
2453 South Third Street
Jacksonville Beach, Floxida 32250
Copy to:
Richard G. Hatinoway
Building 100, Suite 2s0
1n!51 nogrunmat D=min bi...
Jacksonville, Florida 32256
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sJक्ष Parinersinip, Ltd.
c/o St. Johns Harbour. Inc.
3797 New Getwell Road
Memphis, Tennessee 38128
Attention: Louis Baioni
cc: William H. Stubblefiela, Esq.
Copy to:
James E. Lavidson, Jr.
Davidson Developmene, Inc.
3370-T International Golf Parkway
St. Augustine, Florida 32092
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The effective date of the notice shall ke three (3) days after the date of mailing if forwarded by certified mail. All consents required hereunder shall be in writing.
6.4 Remedies for Defzuli. The covenants, conditions and easements contained herein constitute obligations running with title to the property. unless a specific period of time is herein stated, the terms hareof shall be binding upon Grantee and its successors and assigns as owners of the property for a period of fifty (50) years from the dace hereof. To the extent that any party jound shall default in its okligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies availatle to them in law or in equity to enforce che rights and privileges herein contained recognizing that damages may be an inadequate remedy.
6.5 Severability- whenever possible, each provision of this peed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or applicatior, and to this end the provisions of this Deed are declared to be severatle.
6.5 Attorneys' Fees. In the event litigation shall be comaenced to enforce any party's rights under the terms of this Deed, the prevailing party shail be entitled to recover reasomable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.
6.7 Rlatted Lots and Einad Development Plan. Notwithstanding anything contained herein to the contraiy, the terms and provisions


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#### Abstract

O.R. 1248 PG 1586 maintemance of the Drainage System shall not constitute an encumbrance upon title to any lot within a platted subdivision Fithin the Interchange Horthiost Pascel, or 3 my property described as part of a final development plan as approved by St. Johns County, within the Interchange Northwest Parcel, except to the extent that easements for drainage purposes are (i) specificaliy located upon the plat affecting such lot recordad in the public Records of St. Johns Ccunty, Florida, (ii) incorporated in the recorded Declaration of Covenants and Restrictions applicable to the platted lots within a subdivision, or (iii) specifically designated as drainage easements as part of a final development plar, as approved by St. Sohns County. 6.8 Additicnal Restriztions. Grantor may, with the approval and joinder of Grantee, modiry, waive or fancel any of the restrictions set forth herein in whcle or in part at any time or from time to time and/or may assign any and all of its rights, powers, obligations and privileges under this Deed to any other corporation, association or person, without the consent or joinder Cf any other party. Upon suzh assignment, provided assignee assumes all of the obligaticns of crantor, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed, except those which shall have accrucd and become due prior to such assignment.


6.s No Xhird party Beneficiacios. This Deed constitutes an agreement betireen Grantor and Grantee as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shell it be construed to create any rights or remedies as co third parties other than the Associations to the extent specifically provided for herein.
6.10 Release of Granice. Upon Grantee's conveyance of all or any part of the Property to subsequent grantees, Grantee shail be released from all duties or responsibilities of Grantee as set forth in this Deed to the extent of such cortion of the property conveyed, provided, however, that such release shall be effective only in the event such subsequent grantee exprossiy assumes the duties and responsibilities of Grantee nereunder as to the portion of the Property conveyed, and provided further, that Grantee shall not de releasea as to any portion of the property retained by Granter.
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## O.R. 1248 PG 1587

In wirmses mismisor, Grantor and Grantee have hereunto set their hands and seals the day and year first above writter.

GRAETIOR:

Signed, sealed and delivered in the presence of:

GJE PARTAERSEIP, ITD.
a Florida limited partnership
By: BJ zBatMIs, ITD., a Florida inpited partnership, its general partner

By: 8T. JOMRB HARBOUR, IRC. arlorida corporptipn, its By:
 3370-I International Gol Parkway
St. Augustine, FL 32092
[CORPORATE SEAL]
STATE OF FLORIDA
COUNTY OF $\quad$ )SS

The foregoing instrument was ackncwleaged before me thif fort day of 72,1997 , by JAMESE EAVID30月, JR., the Vicu president, bevelopment Administration of st. Johns Harbour, Inc., a Fiorida corporation, the general partner of SJ Memphia, Ltd., a Florida limited partnexship, the general partner of $8 J$ PRBTHERBHIP, LTD., a Florida limited partnefship, on beinalf of the partnership.

605.11 42297

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STATE OF ELORIDA ;

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STATE OF ELORIDA ;
|s
|s
COUNTY OF DUVE! (

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COUNTY OF DUVE! (

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    The foregoing instrument, was acknowledged before me this \(1 / \bar{y}\)
    of
The foregoing instrument was acknowledged before me this $1 / /$
day of

general pa工゙tner of ruramerrw bavarcpara, IqD., a Floxida ljmited
parinership on behalf of che limited parangrinip.


3 coarno M. Berth

Hoverg turne 12. 1089


TOREBERRY DEYSLNRERE, LID., a Florida iimited partnershíp

BY: J. F. $\mathrm{KA}_{\mathrm{C}}$ TURMBERRY, INC., a
 [CORPORATE SENIL]
(Print Name
NomAty PUBLIC
Stare or
Comission
My Comission Expires:
Personaliy Known
or Produced I.D.
[check one of the above]
Type of Identification Produced

[^5]Exhibit A
Exhibit B
Exhibit C
Exhibic D

## The Property

Exceptions
Adjacent Property
Deveiopment Critería
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## EXHDBTT A

A part of Section 44, together with a part of Section 38, (the Antonio Huertas Grant), all in Township 6 South, Range 28 East. St. Johns County, Florida, and being more pa, Ucularly described as follows:
Commence at the corner common to said Sections 38 and 44, and also being the Northwest comer of those lands describes and recorded in Official Records Bcok 818, page 802 of the Public Records of said SE. Johns Counts, Florida, and rua South $14^{\circ} 55^{\circ} 52^{\prime \prime}$ West, along the Northwesteriy line of aforesaid land; described and reconded in said Official Roconds Book 818, page 802 of said public records, a distance of 902.65 feet; thenoe sun Sourh $75^{\circ} 04^{\circ} 08^{\prime \prime}$ East. a distarnce of $221.46^{\prime}$ feet; thence run South $30^{\circ} 11^{\prime} 11^{\prime \prime}$ East. a distance of 53.06 foer; theace run South $23^{\circ} 52^{\circ} 07^{\prime \prime}$ Eart, a distance oi 36.22 feet; thence rur. South $34^{\circ} 19^{\circ} 22^{\prime \prime}$ East, a distanoc of 55.26 foul; thenor run South $41^{\circ} 46^{\prime} 52^{\prime \prime}$ East, a distance of 54.55 feet; thence run South $52^{\circ} 2^{\circ} i^{\circ} 48^{n}$ Enst, a distance of 44 :OI feet; thence run South $41^{\circ} 22^{\circ} 01^{\prime \prime}$ East a dirrance of 35.85 feet; thence run North $89^{\circ} 16^{\prime} 10^{\prime \prime}$ Eact, a distance of 2.20 .65 feer; "Bn=nor, run North $02^{\circ} 36^{\prime} 15^{\prime \prime}$ East, a distance of 25.0 C feet: thence run South $87^{\circ} 23^{\circ} 45^{\prime \prime}$ East, a disiance of 23.64 foet; thence run South $87^{\circ} 16^{\prime} 0$ ? $^{\prime \prime}$ East, a distance of 20.48 iecs; thence run Nonth $84^{\circ} 27^{\prime} 31^{\prime \prime}$ East, a distanre of 40.49 -fect; thence run South $87^{\circ} 01^{\prime} 47^{\prime}$ East, a distance of 35.77 foet; thence run South $0^{\circ} 3^{\circ} 10^{\circ} 5 \mathrm{~L}{ }^{\circ}{ }^{\prime}$ West, a distance of 25.00 feed; thence an North $88^{\circ} 36^{\prime} 10^{\prime \prime}$ East, a distance of 141.44 foxt, thence run Norith $18^{\circ} 25^{\circ} 38^{\prime \prime}$ East, a distance of 48.32 feer: thence run North $10^{\circ} 26^{\prime} 15^{\prime \prime}$ W'est a distanct of 79.65 fets to a point an a curve, concave Northerly, thenoce Easterty,-aloag the are of said curve to the left, having a radius of 200.00 foect through a central angle of $23^{\circ} 07^{\circ} 46^{n}$, for an arc dishnce of 80.74 feet, said are beine sublended by a chord bearing and distance of North $67^{\circ} 59^{\circ} 5^{\prime \prime}$ East, 80,19 feet to the end of sid curve; chence run South $37^{\circ} 36^{\prime} 59^{\prime \prime}$ Exst, a distancx. of $14{ }^{5} .14$ feet, thence rua North $29^{\circ} 04{ }^{\prime 2} 10^{\prime \prime}$ East, a distance of 60.80 foct to the poiat of curvature of a curve, soncave Southeasterly, thence Northeasterly, along the are of said curve to the right, having a radius of 85.00 reet, through a central angle of $32^{\circ} 26^{\circ} 16^{\prime \prime}$, for an anc distance of 48.12 foct, said arc being subtended by a chand bearing and distance of North $45^{\circ} 17^{\prime} 18^{\prime \prime}$ East, 47.48 foet to the point of tangency of said curve; thence run North $61^{\circ} 30^{\prime 2} 26^{\prime \prime}$ East, a distance of 58.53 feer to the point of curvature of a cyrve, concave Southerif, theace Easterly, along the are of said curve so the right, having a radius of 60.00 foct. through a central angle of $72^{\circ} 00^{\circ} 00^{n}$, for an arc distance of 75.40 foet, said are being subiendod ty a shord oxaring and distance oi South $82^{\circ} 29^{\circ} 34^{\circ \prime}$ Fast, 70.53 foet to the point of tangency of said curve; thence run South $46^{\circ} 29^{\circ} 34^{\prime \prime}$ East, a distance of feet, to the POFNT OF BEGINNING of the parcel of land herein described;
From the POINT OF BEGINNAYG thur describod run thence South $40^{\circ} 29^{\prime 3} 34^{\prime \prime}$ East, a distance of 28.33 foct;
 feet, to a point on the are ef a curve, concave Southeasterly, thence Northeasterly, along the are of said curve to the Ief, having a radius of 397.50 feet, through a cential angle of $00^{\circ} 28^{\prime} 07^{\prime \prime}$. for an are distance of 44.88 feet, th the point of reverse currature, said are being subtended by a chord tearing and distance of North $58^{\circ} 21^{\circ} 59^{\prime \prime}$ Eass, a distance or $44.8 G$ foet, thence Easterly, along the are of said curve to the right, having a racius of 50.00 foet tifrough a central angie of $102^{\circ} 47{ }^{\prime 2} 42^{\prime \prime}$. for an arc distance of 89.71 feet, said are being subtended by a chond bearing and distance of Souch $73^{\prime \prime 2} 28^{\circ} 15^{\prime \prime}$ East, 78.15 fect to a point of reveric cunature of a curve, concave Northeasterly. thence Sounicasterly, along the are of said curve to the left, having a radjus of 217.82 feet, through a central anglic of $31^{\circ} 00^{\circ} 56^{\prime \prime}$. for an are distance of 307.99 foet, said arc beings subtended by a chord bearing and distance of South $62^{\circ} 34^{\circ} 52^{\prime \prime}$ East, 282.97 foet to the point of tangency of said curve: thence run North $70^{\circ} 54^{\circ} 40^{\prime \prime}$ East, a distance of 309.11 feet 10 a point on a curve, concave Northwester!)" thence Northeasterly, along the are of said cunce to the len, having a radius or 175.00 focl, through a central angle of $32^{\prime \prime} 25^{\prime} 24^{\prime \prime}$, for an are distance of 99.03 feel, said arc being subtendod by a chord bearing and distance of North $60^{\circ} 41^{\prime} 58^{\prime \prime}$ Fast, 97.72 feet te the end of sside cunce, thence run Soutin $81^{\circ} 05^{\circ} 20^{\circ}$ East, a distance of 640.17 feet, hence run North $70^{\circ} 25^{\circ} 19^{\circ \circ}$ East. a distance of 135.11 foest thence run North $69^{\circ} 18^{\circ} 45^{\prime \prime}$ East, a distance of 3761 feet; thence suan North $66^{\circ} 29^{\circ} 35^{\circ}$ East, a distance of 20.97 reet; thence run North $59^{\circ} 06,34^{\prime \prime}$ East. a distance of 18.49 feet: thence ren North $56^{\circ} 00^{\circ} 18^{\prime \prime}$ East. a distance of 33.00 foet; thenee run North $49^{\circ} 10^{\circ} 59^{\prime \prime}$ East, a distance of 38.17 foet; thence run
 run Nort! $54^{\circ} 14^{\prime} 19^{\prime \prime}$ East, a distonce of 60.29 tons: thence run North $49^{\circ} 36^{\circ} 31^{\circ \prime}$ East, a distanse of 28.12 feet, thence run North $11^{\circ} 51^{\prime} 18^{\prime \prime}$ East, a distance of 32.11 feet; thence rua Nonli $43^{\circ} 11^{\prime} 39^{\circ}$ East, a distance of 322 x feet: thence iun North $56^{\circ} 27^{\circ} 52^{\prime \prime}$ East, a distance of 28.12 fect: thence nun North $55^{\circ} 14^{\prime} 46^{\prime \prime}$ East, 2 distance of 32.6, fect, thence run Norh $46^{\circ} 12{ }^{\circ} 3{ }^{\circ}{ }^{\prime \prime}$ East, a distance of 27.58 foet, thence run North $38^{\circ} 03^{\circ} 10^{\prime \prime}$ East, a distance of 33.12 Feet. thence run North $37^{\circ} 55^{\circ} 19^{\prime \prime}$ East, a cistance of 27.93 feet: thence run North $47^{\circ} 23^{\circ} 31^{\prime \prime}$ East. a distance or 31.13 feet, therice run Norti $39^{\circ} 40^{\circ} 29^{\circ " ~ E a s i, ~ a ~ d i s t a n c e ~ o f ~} 29.25$ fece, therree run Nerth $36^{\circ} 32^{\circ} 57^{\circ}$ East.

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## O.R. 1240 PG 1591

a distance of 38.43 foet: thence run North $28^{\circ} 31^{\prime} 33^{\prime \prime}$ East, a distance of 23.88 feet; thence run North $28^{\circ} 16^{\circ} 53^{\prime \prime}$ East, a distance of 32.94 feet; thence run North $42^{\circ} 57^{\prime} 16^{\prime \prime}$ East a distance of 29.27 feet; thence nin North $56^{\circ} 22^{\prime 2} 24^{\prime \prime}$ East, a distance of 60.55 feet; thence nun North $31^{\prime \prime} 48^{\prime \prime} 49^{\prime \prime}$ East, a distance of 22,02 foet; thence nun North $28^{\circ}$ 4 $8^{\prime} 51^{\prime \prime}$ Esst, a distanue of 41.39 foct; Lhence run North $29^{\circ} 00^{\circ} 47$ East, a distarce of 18.90 foed; thence ren North $05^{\circ} 22^{\prime} 14^{\prime \prime}$ West, a distance of 33.14 foet, theoce run Nurth $21^{\circ} 27^{\prime} 15^{\prime \prime}$ East, a distance of 25.56 fret; thence run North $37^{\circ} 23^{\circ} 31^{\prime \prime}$ Eart, a distance of 33.00 fotf; thence nun North $22^{\circ} 38^{\circ} 15^{\prime \prime}$ East, a distance uf 41.94 foct; thence mun North $51^{\circ} 41^{\prime} 03^{\prime \prime}$ East, a distance of 40.58 foct, therce run North $31^{\circ} 58^{\circ} 08^{\prime \prime}$ East, a distance of 36.33 ieet; thence run North $53^{\circ} 37^{\prime} 04^{\prime \prime}$ East, a distance of $25.91^{\circ}$ foct; thence rua North $29^{\circ} 25^{\prime} 28^{\prime \prime}$ East, a distance of 22.68 foer; thense nen North $57^{\circ} 37^{\prime} 19^{\prime \prime}$ East, a distange of 13.32 foef to the powat of curvature of a curve, concave Westerty; thence Vortherly, elong the arc of said curve to che left having a radius of 75.00 foct, through 1 centrol angle of $98^{\circ} 11^{\prime \prime} 17{ }^{\prime \prime}$, fur an arc distance of 128.53 foel, said are being subtended by 2 chord bearing and distance of North $08^{\circ} 31^{\circ} 41^{\prime \prime}$ East, 112.37 foer to a point of reverse curvature, onnjave Easterly, thence Northerly, along the are of saic curve to the rizh?, having a radius of 30.00 foc , through a central angie of $115^{\circ} 36^{\prime} 02^{\prime \prime}$, for an sre dispance of 60.53 foch, said-arc being subrended by a cherd bearing and dispance of North $17^{\circ} 14^{\circ} 05^{\prime \prime}$ Easi, 50.77 foet to the end of said curve; thence run North $75^{\circ} 02^{\circ} 04^{\prime \prime}$ East, a distance 0 ! 51.89 foct to the point of curvature of a curve, concave Southerly; thence Easterly, ziong the arc oin said curve to the right, having a radius of 50.00 feet, through a central angle of $71^{\circ} 16^{\circ} 26^{\prime \prime}$, for an arc distance-of 62.20 foof, said are being subtended by a chord bearing and distsoce of South $69^{\circ} 19^{\prime} 43^{\prime \prime}$ East, 58.26 feet in a point of cusp with a curve, convave Northeasterly; thence Norchucsterty, along the are of said curve to the right, biving a radius of 350,00 foet, througn a gipural angle of : $5^{\circ} 24^{\circ} 02^{\prime \prime}$. for an arc distance of 147.83 foet, said are being sbbterded by a ctord bearing and diganoe or North $25^{\circ} 59^{\circ} 29^{\prime \prime}$ West, 147.39 foct to the ead of said curve, thence run North $18^{\circ} 17^{\prime} 2 \mathrm{~T}^{\circ}$ West, E distance of 13.92 feet to a point on a curve, concave Nothwesterly; thence Southpestesly, along the are of said curve to the righe, having a radius of 25.0 C foct, through a central angle of $75^{\circ} 53^{\circ} 4 \mathrm{~T}$, for an are distance or 33.12 fowi said are being subtended by a chord bearing and distance of South $28^{\circ} 03^{\circ} 4 \mathrm{~g}^{\prime \prime}$ West, 30.75 reet is the noint of tangency of said curve; thence run South $66^{\circ} 00^{\prime} 34^{\prime \prime}$ West, a distance of 51.48 foet io a point on a curve, concave Southeasterly; thence Southwerterly. along the are of said curve to tic len, having a radius of 500.00 foet, threugh a centmal angle of $10^{\circ} 38^{\circ} 4 i^{\prime \prime}$. For an are distance of 92.89 fecc said are being subtended by a chord bearing and distance of South $60^{\circ} 41^{\prime} 15^{\prime \prime}$ Wer, 92.76 foet to a point of reverse curvature of a curve, concave Northerily. thence Viesteris, along the are of said curve to the right, having a radius of 10.00 foet, througin a central angle of so $000^{\circ}$ s6", for an are distance or 15.71 reet, said are being subtended by a chord bearing and distance or Nerit $79^{\circ} 37^{\prime} 33^{\prime \prime}$ West. 14.14 feet to the point of tangency of said curve; thence run North $34^{\circ} 37^{\prime} 10^{\circ}$ West a distance of 22.63 feet 10 a point on a curve, capcave Nortiwesterly. thence South westerly, along the are of said curve to the righe, having a sadius of 125.00 fee through a central angle of $15^{\circ} 17^{\prime} 46^{\prime \prime}$. for an arc distance of 33.37 foct said are beiog subvencod by a chord bearing and distance of South $35^{\circ} 52^{\prime} 20^{\prime \prime}$ West, 33.27 icet to the point co tangency of said curve; thenct run South $43^{\circ} 31^{\circ} 13^{\prime \prime}$ Wert a distance of 194.65 foet to the point of curvaiure of a curve, concave Easteriy. thence Southerly, along the are of said ourve to tive lef, having a radius of 85.00 feet, torough a pentrat angle of $53^{\circ} 35^{\circ} 58^{\circ}$. For an are distance of 79.52 ices, said are being subeendsd by a chord beariag and distance of South $10^{\circ} 43^{\prime \prime} 14^{\prime \prime}$ West, 76.65 foet to the end of said curve: thence nin South $63^{\circ} 23^{\prime} 53^{\prime \prime}$ Wert, a distance of 8.08 feed: thence run North $31^{\circ} 12^{\prime} 02^{\prime \prime}$ West, a distance of 62.97 feet; thence rem North $88^{\circ} 26^{\prime} 55^{\prime \prime}$ West, a distence of 385.91 fect; thence run Soulh $86^{\circ} 07^{\prime} 17^{\prime \prime}$ West, a disiance oi 207.34 foet: (hence run South $78^{\circ} 20^{\circ} 27^{\prime \prime}$ vicst, a distance of 225.54 foes: thence run South $63^{\circ} 25^{\circ}$ Ox" West, a distance of 28224 feet; thence nun south $46^{\circ} 16^{\circ} 39^{\circ}$ W/est, a distance of 241.42 feet; thence run South $21^{\circ} 43^{\prime} 19^{\prime \prime}$ West, a distance of 298.81 feci; therce run South $28^{\circ} 55^{\circ} 4^{\prime \prime}$ East. a distanoce of 156.28 foet: thence run South $72^{\circ} 31^{\prime} 21^{\circ}$ West. a distance of 106.18 foce to the pont of curvature of a curve, concave Northerly, thence Westerly. along the are of said curve to the right, having a radius of $1,050.00$ feet through a central angle of $15^{\circ} 11^{\prime} 12^{\prime \prime}$. for an are distance of 278.31 iece, said arc being subiended by a chord beacing and distance of South $80^{\circ} 06^{\prime} 56^{\circ}$. West, 277.49 feet to the end of said curve; thence run North $23^{\circ} 03^{\circ} 04^{\prime \prime}$ East, a tustance of 99.06 foe:. Hence run North $32^{\circ} 28^{\circ} 46^{\circ}$ West. a distande of 6.71 foel; thence nen
 thence run North $80^{\circ} 19^{\circ} 08^{\circ}$ West, a distance of 181.80 fee to a point on a curve, concave Northwesterly. licerice Sousthucsety, along: the are of said curve to the right, having a radius of 347.50 foes, throurit a ceniral angle of $21^{\circ} 54^{\prime 1} 2^{\prime \prime}$, for an are distarice of 11284 feet, sad are being subiended by a chord learing and distance of South $42^{\circ} 02^{\circ} 3^{\prime \prime}$ Hest. 132.04 foet te the end of said curve; thence run North $21^{\circ} 0:^{\circ} 33^{\prime \prime}$ West, a distance of 62 . 96 foet. iheroce run North $24^{\circ} 49^{\circ}$ S6" West, a distince of 19.62 foel. Hence ren North $46^{\circ} 05^{\circ} 52^{\prime \prime}$ West. a distance of 35.14

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foel; thence run Nortir $52^{\circ} 22^{\circ} 55^{\prime \prime}$ Wert, a distance of 25.76 foel; thence run Souih $42^{\circ} 03^{\circ} 11^{\prime \prime}$ West, a distance of 47.09 fecr; thence nun South $58^{\circ} 00^{\circ} 23^{\prime \prime}$ Wesh a distance of 145.85 feer; thenoc run South $53^{\circ} 18^{\prime} 28^{\prime \prime}$ West, a distance of 273.40 feer; themoe run South $47^{\circ} 36^{\prime} 59^{\prime \prime}$ East, a distance of 84.79 foet 10 a point on a curve, concrve Northeaserly; thence Sontheasterty, along the anc of said curve to the leff, having a radius of 45.00 foet, through a central angle of $32^{\circ} 077^{\prime} 37^{\prime \prime}$. for an are distance of 25.23 foet said are being subtended by a chord beariag 20 d distance of South $63^{\circ} 41^{\circ} 04^{\prime \prime}$ East, 24.90 feet to the end of said curve; thence mun South $09^{\circ} 36^{\circ} 55^{\prime \prime}$ West, a distance of 211.53 foct, to the POMMTOE BECENDNG.
Containing $1,249.357$ square foel or 28.68 acres, mont or less.

# O.R. 1240 PG 1593 <br> RERTBXT $\mathbf{B}$ TO EPECIML WRARAXYY DEED 

## PERKMTMED EXCEPTIONS

[HORTMREST PARCES 17j

1. Ad valorem taxes and assesements required to be paid in the year 1997, and subsequent years.
2. Saint Johns DRI Devplopment Order approved under Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution ko. 91-183, as noticed under Notification of DRI/Development order recorded in Offirial Records Volume 922 , page 219 , as furcher modified by Modification of Saint Johns DRI Developraent order under Resolution 94-211 and Resolution 95-06, as noticed unctex Notification of DRI/Development order recorded in official Records Yoiume 1091, poge 1119, as further modified by Modification of Saint Johns DRI Development order under Resolution 96-102 and 96-233, as noticed under Notification of DRI Development order recorded in cfficial Records Volume 1217, page 437, dil of the public records wf St. Johns County, Florider as amended.
3. St. Johns County Ordinance No. 91-36 granting Planned unit Development pezoning dated August 27, 1991, as amended.
4. Declaration of Covenants and Restrictions for Saint Johns Northwest Master recorded in Official Records Book 1185, page 595, public records of St, Johns County, Floxida.
5. Declaration of Covenants and Restrictions for Saint Johns Northwest Residential recorded in Official Records Book 1185, page 740, as amendec by First Amendment to Declaraticr of Covenanta and Restrictions for Saint Johns - Norinwest Residentiai recorded in Oificial Recorde Book 1198, page 872, both of the pubiic records of St. Johns Cpunty, floxida.
6. Terms and provisions of Section 9.7 of the Ngreement for Sale and purchase by and between SJH Partnership, Ltd. and Broudy Brothers, Inc. dated May 24, 1996, restricting the property from being used for the sale of package liguor for offpremises consumption.

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7. Saint Johns Water and Wastewater utility Service Agreement between Northwest Utilities I, Inc., SJH Partnership, Lid. and St. Johns County, Floride, recorded in official Records Volume 1094, page 332, public records of st. Johns County, Florida.
8. Memorandum of Declaration of Voluntary Pavment Obligations recorded in official Records Book 1185, page 1831, public records of $S t$. Johns County, Florida.
9. Exclusive rights as to timeshaxe developraent contained in Section 5.12 of Special Farranty Deed in favor of Vistana KGV, Ltd., dated July 24 , 1996, recorded in Otficial Recorde Book. 1185, page 1409, of the public records of St. Johns county, Florida.
10. Exclusive rights os to golf products store contained in Section 5.13 of Special Warranty Deed in favor of NGV Retail General Partmership dated July $24,199 \epsilon$, recorded in official Records Book 1.185, page 1519, of the public recoris of St . Johns County, Floriña.
11. Right of First Refusal Agreement betweer sJH Partnership, Ltd. and John $Q$. Hammona hotexs two, L.R., reccrded in official kecorde Book 1285, page 2058, public reccrds of St. Johns County, Florida.
12. Undisturbed natural buffer affecting Lois 64 through 89 and 194 through 196, as shown on Final Development plan for Harpers Run at Saint Johns (Bessent Hamack \& Ruckman Project No. 962 29.02). December 16, 1396, as approved by st. Johns county, Florida.
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O.R. 1248

PG 1595
PART OF SECTION 4A, TOGETHER WITH A PART 0 S SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 ERST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARMICULARLY DESCRIBED AS FOLLOWS: FOR A POTNT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID SECTIONS 38 AND 44, AT THE NORTHWEST CORNER OF THOSE LANDS PS DESCRIBE: IN OFFICIAL RECORDS BOOK 818, PAGE 802 OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE SOUTH 14:55.52* WEST FLONG THE NORTMWESTERLY LINE OF SAID LAANDS, R DISTANCE OF 902.65 EEES: THENCE SOUTH 75.04.08. EAST, A ITSTANCE OF 221.45 FEET TO THE PCINL OF DEGINNINC: TYENCE NORTH 42.08.00" EAST, A DISTANCE OF 212.83 EEET: THENCE SOUTH
 EAST, A DISTANCE OF 71.88 FEET; THENCE NORTK $21.42 .37^{\prime \prime}$ WEST, A DIS'SANCE CF 55.18 FEET; THENCE NORTH $5^{\circ} 7^{\circ} 20 \cdot 02 "$ WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH $120^{\circ} 56^{\prime 3} 4^{\prime \prime}$ HEST, A DISTANCE OE 54.95 FEET; THENCE NORTA $30^{\circ} 42^{\prime \prime} 22^{\prime \prime}$ EPSTM, A DISTANCE OF 85.68 FEET; THENCE NORTM 35*33'19* EAST, A DISTANCE OF 116.78 FEET; THENCE NORTE: $28^{\circ} 40^{\circ} 30^{\prime \prime}$ EAST, A DISTANCE OF 40.07 FEET; THENCE NORLH 29.38.37" EAST, A DISTRNCE OF 96.08 FEET; THENCE NORTH $46^{\circ} 5^{\prime \prime} 21^{\prime \prime}$ EAST, A DTSTANCE OF 122.51 FEET; THENCE NORTH $65.42 \cdot 39$ EAST, A ITSTANCE OF 70.04 FEET; THENCE NORTH $87^{\circ} 11$ '45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42.35.16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH 82.13.04" EAST, A DISTANCE OF 72.83 EEET; THENCE NORTH $34.01 \cdot 14 "$ EAST, A DISTANCE OF 54.10 FEET; THENCE NORTI $20^{\circ} 27^{\prime \prime} 2^{\circ}$ EAST, A DISTANCE OF 180.61 EEET; THENCE NORTH $22^{\circ} 59 \cdot 20^{-}$WEST, A UISTANCE OF 94.68 FEET; MTENCE NORTH 10.55.13. WEST, A DISTANCE OF 149.84 FEET: THENCE NORTH $77^{\circ} 00 \cdot 58^{-1}$ EAST, A DISTANCE OF 169.09 EEET; THENCE SCUTH 83.56.39" EAST, A DISTANCE OF 193.94 FEET: THENCE SOUTH 70.10.54" EAST, A DISTANCE OF 90.54 FEET: THENCE DUE SOUTH, A DISTANCE OF 71.31 FEET; THENCE SOUTH $71.33 .54^{\circ}$ EAST, A DISTANCE OF 125.29 FEET; THENCE NORTH $36^{\circ} 23^{\prime 0} 04^{\prime \prime}$ EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53.59.50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH $85^{\circ} 41.12 "$ EASTM, A DISTANCE OF 186.12 FERT: TAENCE SOIMTH 66.04.54" EAST, A DISTANCE OF 159.36' FEET; "HENCE SOUTH 39.12.26" EAST. A DISTANCE OF 171.94 FEET; THENCE SOUTH 19.23.02" WEST, A DISTANCE OF 174.64 FEET; THENCE 5OUTH $23^{\circ} 03^{\circ} 04{ }^{\prime \prime}$ WEST, A DISTANCE OF 154.00 FEET; THENCE SOUTH $29^{\circ} 24.23^{\prime \prime}$ WEST, A DISTANCE OF 26.80 FEET; 'SHENCE SOUTH 82.33'50' WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH $30^{\circ} 26.47{ }^{\prime \prime}$ WEST, A DISTANCE OF 38.59 FEET; THENCE SOUTH 12.08.CS" EAST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 62.44.58* WEST. A DTSTANCE OF 15.27 FEET; THENCE SOUTH 21.40 .55 WEST, A dIStANCE OF 27.29 FEET; TAENCE SOUTH 02.52 .40 EAST, A DISTANCE OF 28.13 FEET; TIENCE SOUTH 03.14.24. EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTII $31^{\circ} 55^{\circ} 36^{\prime \prime}$ EAST, A DISTANCE OF 35.17 FEET: THENCE SOUTH 13.46.07* EAST, A DISTANTCE OF 33.57 EEET; THENGE SOUTH $32.28^{\circ} 46^{\circ}$ EAST. A DISTANCE OF 6.71 FEET; THENEE SOUTH 23.03 .04 WEST, A DISMANCE OF 99.06 FEET TO A POINT ON A GIJRVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS DE 1050.00 FEET; THENCE MODTHEAETERTV ATMNS THE ARC DF SATD CURVE. AN ARE DISTANGE OF 278.31 FEET, SAID ARC BEING SUBTENDED BX A CHORD BEARING OF NORTH $80^{\circ} 05^{\circ} 56^{\circ}$ EAST AND A CHORD DISTPNCE OF 277.49 FEET TO THE POINT OF

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TANGENCY OF SAID CURVE; THENCE NORTH 72.31.21" EAST, A DISTANCE OF 1OG. 28 FEET; THENCE NORTH $28^{\circ} 55^{\circ} 04$ A WEST, A DISTANCE OF 150.28 FEET; THENCE NORTH 21-43.19" EAST, A DISTANCE OF 29R.81 FEET; THENCE NORTH $46^{\circ} 16^{\prime 3} 39^{\prime \prime}$ EAST, A DISTANCE OF 241.42 FEET; THENCE NORTH 53.26.06" EAST, A DISTANCE OF 282.24 FEFT; THENCE NORTH 78*20.27" EAST, A DISITANCE OF 225.54 REET; THENCE NORTH 86.07.17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88-26155M EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31.12 .02 EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH $63^{\circ} 23^{\prime 2} 53^{n}$ EAST, A DISTANCE OE 8.08 FEET TO A POINT ON A CURVE, SAID CURVE EEING CONCAVE SOUTHEASTERIY HAVING A RNDIUS OF 35.OC EEET; THENCE NORTHEASTERIY ALONG THE ARC OF SAID CTRVE, IN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CMORD BEARING OF WORTH $16^{\circ} \angle 29^{\prime 14}$ EAST AND A CKORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAXD CURVE; THENCE NORTH 43.31.13" EAST, A DISTANCE OF 194.ES FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A EADIUS OF $125.0 \cup$ FEET; THENCE NORTFEASTERIX ALONG THE ANC OF-SATD CURVE, AN ARC DISTMNCE OF 33.37 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $35^{\circ} 52^{\prime 2} 20^{\circ}$ EAST AND A CHORD UISTANCE OF 33.27 FEET; TMENCE SOUTH 34.37.10" EAST, A DISTANCE OF 22.63 FEET TO THE POTNT OF CURVE OF A CURVE, CONCAVE NORTHEASTERIX HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CUKVE, AN AENC DISTANCE CE 15.71 FEET, SAID ARE BEING SUBTENDED BY A CHORD BEARING OF SOUTK 79.37.38. EAST AND A CHORD DISTANCE OF 24.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SMID CURVE, AN ARC DISTANCE GF 92.89 FEET, SAID MRC BEING SUBTENDED SY A CHORD BEARING OF NORTH 60.41.15" EAST IND A CHORD DISTANCE OF 92.76 EEET TO THE POINT OF TANGENCX OF
 $T O$ THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; MHENCE NORTHEASTERLY ALONG XHE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORNF 28.03.41" EMST AND $A$ CHORD DISTANCE OF 30.75 FEET TO THE POTNT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OP-WAY) ; THENCE SOUTA $18.17 .27 \%$ EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.92 EEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE EEING CONCAVE NORTHEASTERIY HAVING A RADIUS OF S50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERTY RIGHT-OF-WAY LINE, AN ARC DISTANCE OV 247.93 FESR, SAID ARC REXNG SUBTENDED RY A CHORD BEARING OF SOUTY $25^{-59.29 * ~ E A S T ~ A N D ~ A ~ C H O R D ~ D I S T A N C E ~ O F ~}$ 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET: TKENCE. NORTHWESTERSY LEAVING SAIL PROPOSED WESTERLY RIGHT-OF-KAY LITNE OF ROYAL PINES FAPKWAY AND ALONG THE ARC OE SAID CURVE, AN ARC DISTANCE OF 62.20 FEET, SATD ARC BEING SUBTENDED BY A CHORI BEARING OF NOPTH 69.19.43- WEST AND A CHORD DISNANCE OF 5E. 26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75*02.04" WEST, A UISMANCE OF $د \perp$. $\forall Y$ FEETY TC THE FOINT OF CURVE OF A CUKVE, SAID CUKVE BEING CONCAVE SOUTHEASTERIV HAVING A RADIUS OF 30.00 FEET; THENCE

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SOUTHWESTERLY ALONG THE APC OF SAID CURVE, AN ARC DISTANCE OF 60.53 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF SOUTH 17.j4.03" WEST AND A CHORD DISTANCE OF 50.77 FEET TO A POINT OF REVERSE CURVE, SATD CURVE BEING CONCAVE WESTEREX HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARE OF SAID CURVE. AN ARC DISTANCE OF 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH O8.31.41. WEST AND A CHORD DISTANCE OF 113.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57.37.19" WEST, A DISTANCE OF 13.32 EEET; THENCE SOUTH $29.25 .28^{\circ}$ WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH $53 \cdot 37 \cdot 04^{\circ}$ WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH $31 * 58.08^{\circ}$ WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTM 51.41'03" WEST, A DISTANCE OF 40.58 FEET; THEACES SOITH 22.30.15" WEST, A DTSTANCE OF AE.94 FEET; THENCE SOUTH 37.23.31. WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH $21.2715^{\prime \prime}$ WEST, A DISNANCE OF 25.56 FEET; THENCE SOUTH C5. 22.144 EAST, A DISTANCE OF 33.12 FEET; THENCE SOUTH $29^{\circ} 00.47^{\prime \prime}$ WEST, A DISTANEE GF 18.90 FEET; THENCE SOUTH 28.48.51" WEST, A DISTANCE OF 41.39 FEET; THENCE SOUTH 31.48.49" WEST, A DISTANCE OF 22.02 EEET; THENCE SOUTH 56.22.24. WEST, A DISTANCE OF 60.55 FEET; THENCE SOUTH $42.57 .16 "$ WEST, A DISTANCE OF 29.27 FEET: THENCE SOUTH 28.16.53" WEST, A DISTANCE OF 32.94 FEER; THENCE SOUTH $28^{\circ} 31.33^{\circ}$ WEST, A DISTANCE OF 23.88 FEET; THENCE SOTTH $36^{\circ} 32^{\prime 5} 7^{\prime \prime}$ WEST, A DXSTANCE OF 38.43 FEET; THENCE SOGTH 39.40.29" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 47.23.31" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 37.55.19" WEST, A DISTANCE OF 27.93 FEET; THENCE SOUTH 38.03.10. WEST, A DESTANCE OF 33.12 FEET; THENCE SOUTH 46.12.39" WEST, A DISTANCE OF 27.58 FEER; THENCE SOUTH 55 14'46" WEST, A DTSTANCE OF 32.66 FEET; THENCE SOUTH 56.27'S2" WEST, A DISTANCE OF 28.12 FEET ; THENCE SOUTH 43.12.39" WEST, A DISTANCE OF 32.28 FEET; THENCE SOUTH 41.51.18" WEST, A DISTANCE OF 32.11 FEET; THENCE SOUTH 49.36.31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54.14119- qEST, A DISTANCE OF 60.29 EEET; THENCE SOUTH $53^{\circ} 21.03{ }^{\circ}$ HEST, A DISTANCE OF 33.11 FEET; THENCE SOUTH 46*20.08" WEST. A DISTANCE OF 30.67 FEET; THENCE SOUTH 49*10.59* WEST, A DISTANCE OF 38.17 FEET; THENCE SOUTK $56^{\circ} 00^{\circ} 18^{\prime \prime}$ WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59.06.34- WEST, A DISTANCE OF 18.49 FEET: THENCE SOUTH $66^{\circ} 29^{\prime 3} 35^{\prime \prime}$ NEST, A DISTANCE OF
 THENCE SOUTH 70.25.19-. WEST, A DISTANCE OF 138.11 FEET; -..THENCE NORTH $\widehat{O} \lambda^{\circ} O S^{\prime 2} 20^{\circ}$ WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SATD CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET: THENCE SOUTHWESTERLY DLONG THE ARC OF SAID CURVE. AN ARC DISTANCE OF 99.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $60^{\circ} 41.58^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 97.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76.54.40" WESTR, A DISTANCE OF 309.12 FEFT TO THE POIATS OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NOTTHEASTERLY haVING A RAOIUS OF 217.82 FEET: MHENCE NORTHWESTERLY ALDNG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 307.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 62.34'52" WEST AND A CHORD DISTANCE OF 282.97 FEET
 HAUING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET. SAID APC BEIMC

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SUBTENDED BY A CHORD BEARING OF NORTH 73.28.15" WEST AND A CHORD DISTANCE OF 78.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHNESTERLX HAVING A RADIUS OF 357.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SATD CURVE, AN ARC DISTANCE OF 44.88 FEET, SAID ARC BEITJG SUBTENDED BY A CHORD BEARING OF SOUTX 58.21.59" WEST ANL A CHORD DISTANCE OF 44.86 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 27.08.43n EAST, $A$ DISTANCE OF 103.53 FEET: THENCE SOUTH 54.30.32" WEST, A DISTANCE OF S01.05 FEET; THENCE NORTH 46.29.34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHFESTERLY HMVING A RADIUS DF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY F CHORD EEARING OE NORTH 82.29.34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE FOINT OF FANGENCY OF SATD CURVE: THENCE SOUTI $61^{\circ} 30^{\prime} 26^{\prime \prime}$ WEST, A DISTANCE OF 58.53 FEET TO THF POINT OF CURVE CF A CURVE, SMILL CURVE BEING CONCAVE SOUTHEASTEREY HAVING A RADIUS OF 85. 10 FEET: THENCE SOUTHIVESTERLY ALONG THE RRC OF SAID CLIRVE, AN ARC DISTANCE OF 48.12 FEET, SATD APC BETNG SUBTENDED BY A CHOPD BEARING OF SOUTH $45.17 .18^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTY 29.04.10" HEST, A DISTANCE OF 60.80 FEET; THENCE NORTH 37.36.59* WEST, A DISTANCE OF 145.14 FEET TO A POINT ON A CURVE, SAID CURVE BEING COHCAVE NORTHWESTERLY HAVING A RTADIUS OF 200.00 FEET: THENCE SOUTHWESTEREY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67.59.51" WEST AND A CHORD DISTANCE OF 80.19 FEET TO A POIAT ON SAID CURVE: TMENCE SOUTH $10^{\circ} 26^{\circ} \cdot 16^{\prime \prime}$ EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18.25.38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88.36.10n WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH $03.10 .51 "$ EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH $87^{\circ} 01.47^{\prime \prime}$ WEST, A DISTANCE OF 35.77 EEET: THENCE SOUTH $84^{\circ} 07.31$ " VEEST, A DISTANCE OF 40.49 FEET; THENCE NORTH $87^{\circ} 16^{\prime 0} 07^{\prime \prime}$ WEST, A DISTANCE OF 20.48 FEET; THENCE NORTK 87.23.45* WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02.36.15* WEST, A DISTANCE OF 25.0C PEET; THENCE SOUTK $89^{\circ} 16^{\circ} 10^{\prime \prime}$ WEST, A DISTANCE OF 220.65 FEET; THENCE NOR2H 41.22.01" HEST, A DISTANCE OF 35.85 FEET; THENCE NORTH $522^{\circ} 21.48^{\prime \prime}$ WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41"46.52" WEST, A DISTANCE OF 54.55 FEET: THENCE NORTH $34^{\circ} 19^{\prime 2} 22^{\circ}$ WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 2.3.52.07" WEST, A DISTANCE OF 36.22 FEET; THENCE NOFTM 30⒒11:UEST, A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

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## O.R. 1248 PG 1599

## LESS AND EXCEPT:

A part of Section 44, togeiher with a part of Section 38, (the Antonio Huertas Grant), all in Tounship 6 South, Range 28 East, St. Joluns County, Florica, and being more paricularly described as follows:
Commence at the comer common to said Soctions 38 and 44, and also being the Northwert corner of those lands described and recorded in Official Records Rook 818, page 802 of the Public Records of said St. Johrs County, Florida, and run South $14^{\circ} 55^{\prime} \leq 2^{\prime \prime}$ West, along the Northwesterly line of aforesaid lands described and reconded in zaid Official Rccords Book 818, page 802 of said public regords, a distance of 902.65 feet; thersee xum South $75^{\circ} 04^{\prime \prime} 08^{\prime \prime}$ East, a distance of 221.46 feet; thence rur. South $30^{\circ} 11^{\prime} 11^{\prime \prime}$ East, a distance of 53.06 feet; theace nun
 run South $41^{\circ} 46^{\circ} 52^{\prime \prime}$ East, a distance of 54.55 foct: throuce run South $52^{\circ} 21^{\circ} 88^{\prime \prime}$ East, a distance or 44.01 feat; chence run South $41^{\circ} 22^{\circ} 1^{\prime \prime}$ East, a dirtance of 35.85 fex; Gences run North $89^{\circ} 16^{\circ} 10^{\circ}$ East, a distancc of 220.65 fect, thence run Borin $02^{\circ} 36^{\circ} 15^{\prime \prime}$ Exty a distance of 25.00 feet; thence run South $87^{\circ} 23^{\circ} 45^{n}$ East 2 distance of 22.64 foet; thence run South $87^{\circ} 16^{\circ} 07^{\prime \prime}$ East, a distance or 20.48 foer; thence run Nort $84^{\circ} 07^{\circ} 31^{\prime \prime}$ East, a distance of 40.49 feet: thence run South $37^{\circ} 01^{\circ} 47^{\prime \prime}$ East, a-distance of 35.77 -feet; thence run South $03^{\circ} 10^{\circ} 51^{\prime \prime}$. West, a distance of 25.00 fect; thence run Narth $88^{\circ} 36^{\prime} 10^{\prime \prime}$ East, a distanco of 141.44 foed: thence ridn North $18^{\circ} 25^{\circ} 38^{\prime \prime}$ East, a distance of 48.32 feer; thence run North $10^{\circ} 26^{\prime} 16^{\prime \prime}$ West, a distance of $79.65^{\prime}$ fod to a poich on a curve, concave Northerly, thence Easterty,-akang the arc of said curve to the leß, having a radius of 200.00 foct, shrough a central angle of $2^{3} 07^{\prime \prime} 46^{\prime \prime}$, for an arc distance of 80.74 fect, said are being suttended by a ciord bearing and distance of North $67^{\circ} 59^{\circ} 51^{\prime \prime}$ East, 80.19 foet to the end of said curve; thence run South $37^{\circ} 36^{\prime \prime} 59^{\prime \prime}$ East, a dirtance of 145.14 feet; thence run Nont $29^{\circ} 04^{\prime} 10^{\prime \prime}$ East, a distance of 60.80 foen to the peint of curvanure of a carve, ocncave Southeasierly. thence Northeasterly, aloag the are of said curve to the right, itaving a radius of 85.00 foeh througlt a cenual angic of $32^{\circ} \times 6^{\circ} 16^{\prime \prime}$, for an arc dirtance of 48.12 foet said are being subtended by a chord bearing and distance of North $45^{\circ} 17^{\prime} 18^{\prime \prime}$ East, 47.43 feet to the point of tangeney of said curve: thence russ North $61^{\circ} 30^{\prime} 26^{\prime \prime}$ Easi, a distance of 58.53 foe to the point of curvature of a curve. Concave Southerly, thence Easte:ty, aiong the are of said curve to the right, having a radius of 60.00 feet, through a central angle of $72^{\circ} 00^{\prime} 00^{\prime \prime}$, for an are distance of 75.40 fet, said arc being subtended by a chord bearirg and distance of South $82^{\circ} 29^{\prime} 34^{\circ \prime}$ East, 70.53 foet to the point of tangency of said curve; Uence run South $45^{\circ} 29^{\circ} 34^{\prime \prime}$ East, a distance of feeh, to the POINT OF BEGINNING of the paroel of land herein descritiod;
From the POINT OF BEGINNING thus described run thence South $46^{\circ} 29^{\circ} 34^{\prime \prime}$ East, a distance of 28.33 feet: thence sun North $54^{\circ} 30^{\prime} 32^{\prime \prime}$ East, a distance of SOR.05 foct; thence run North $27^{\circ} 03^{\circ} 43^{\prime \prime}$ West, a distance of 103.53 foet to a point on the are of a curve, concave Southearterly, filence Nontheatteriy, along the arc of said curve to the tent, having 3 radius of 397.50 foel, through a central angle of $06^{\circ} 28^{\circ} 09^{\prime \prime}$, for an are dizeance of 84.88 feet to the poibt of reverse curvature, said art being subiended by a ciord bearing and distance of North $58^{\circ} 21$ ' $59^{\prime \prime}$ East, a distance of 44.86 foci; thence Easterly, along the anc of said curve to the right, having a radius of 50.00 foct through a central angle of $102^{\circ} 477^{\prime \prime} 2^{\prime \prime}$. for an are distance of 89.71 feet, said arc being subtended by a chord bearing and distance of South $73^{\circ} 28^{\circ} 15^{\prime \prime}$ Eash 78.15 foct io a point oi reverse curvature of a curve, concave Northeasteryy. thence Southeasterly, along the are of said curve to the left. havine a radius of 217.22 foct, throuph a central angle or 8 !oon'se", for an are distance or 307.99 feet, said are beine subtendod by a chord bearing and
 East, a distance of 309.11 feet to a point on a curve, moncave Northwesterl): thence Nontheasterty, along she arc of said curve to the len, t:aving a radius of 175.00 foet, through a central angic of $32^{\circ} 25^{\prime} 24^{\prime \prime}$. for an are dissance of 99.03 feel, said arc being sublendid by a chord bearing and distance of North $60^{\circ} 41^{\prime} 58^{\prime \prime}$ East, 97.72 foel 10 the end of said curce: lience run South $81^{\circ} 05^{\circ} 20^{\prime \prime}$ East, a distance of 640.17 foet, thence run North $70^{\circ} 25^{\circ} 19^{\circ}$ East, a distance of 138.11 focl: thence run North $69^{\circ} 18^{\circ} 45^{\prime \prime}$ East, a distance of 3761 feet, thence ren North $66^{\circ} 29^{\circ} 35^{\prime \prime}$ East, a distance of 20.97 feet: thence run North $59^{\circ} 060^{\circ} 34^{\circ}$.East, a distance of 18.47 feet: thence run North
 Norli $46^{\circ} 20^{\circ} 08^{\prime \prime}$ East, a distance of 30.67 foet; thence run Nomh $53^{\circ} 21^{\circ} 03^{\prime \prime}$ East, a distance of 33.11 fest: thence run North $54^{*} 14^{\prime} 19^{\prime \prime}$ East, a distance of 60.29 foct; thence sut North $2003631^{\circ \prime}$ East, a distance or 28.12 feet: thense run Nonh $41^{\circ} 51^{\prime} 18^{\prime \prime}$ East, a distance of 32.11 foet: thence run Norli $43^{\circ} 11^{\prime} 39^{\prime \prime}$ East, a distance of 32.28 foet; thence tun Nort: $56^{\circ} 27^{\circ} 52^{\prime \prime}$ East, a distance or 28.12 feet; thence run Norta $55^{\circ} 14^{\prime \prime} 46^{\prime \prime}$ East, a distance of
 of 33.12 feet: thence nun North $37^{\circ} 55^{\circ} 19^{\prime \prime}$ East, a distance of 27.93 fect: ihence run Nonh $47^{\circ} 23^{\circ} 31^{\circ}$. East, a distance of 31.13 foet: thence run North $39^{\circ} 40^{\circ} 29^{\prime \prime}$ East, a distance of 29.25 foct: thence runn North $36^{\circ} 32^{\circ} 57^{\prime \prime}$ East.
a distance of 38.43 rect; thence tin North $28^{\circ} 31^{\prime} 33^{\prime \prime}$ East, a distance of 23.88 foet; thence run Nozth $28^{\circ} 16^{\circ} 53^{\prime \prime}$ East, a distance of 32.94 reer; thence run Norch $42^{\circ} 57^{\prime} 16^{\prime \prime}$ East, a distance of 29.27 foet; thence run North $56^{\circ} 22^{\circ} 24^{\prime \prime}$ East, a distance of 60.55 foet; thence nun North $31^{\circ} 48^{\prime} 49^{\prime \prime}$ East, a distance of $\mathbf{2} 2.02$ feet; thence run North $28^{\circ} 48^{\prime} 51^{\prime \prime}$ East, a distance of 41.39 focl; thence nun North $29^{\circ} 00^{\prime} 47^{\prime \prime}$ East, a distance of 18.90 feer; thence run North $05^{\circ} 22^{\prime} 14^{\prime \prime}$ West, a distance of 33.14 ferx; chence, run North $21^{\circ} 27^{\prime} 15^{\prime \prime}$ Erst, a distarace of 25.56 foce: thence run North $37^{\circ} 23^{\circ} 21^{\prime \prime}$ East, a distance of 33.00 feet; thence run North $22^{\circ} 38^{\prime} 15^{\prime \prime}$ East, a distance of 41.94 fret; thence tun North $51^{\circ} 41^{\prime} 03^{\prime \prime}$ East, a distance of 40.58 foet; thenoe run North $31^{\circ} 58^{\circ} 08^{\circ}$ East, a distance of 36.33 foet; thence run North $53^{\circ} 37^{\prime} 04^{\prime \prime}$ Easl, a distance of 25.91 foet; thedoe nun North $29^{\circ} 25^{\circ} 28^{\prime \prime}$ East, a distance of 22.58 foci; thence run North $57^{\circ} 37^{\prime} 19^{\prime \prime}$ East, a distance of 13.52 iset to the proint of ourvature of a curve,
 central ange of $98^{\circ} 11^{\prime} 17^{\prime \prime}$, for an are distance of 125.53 foat, said are being subrencial by a chond bearing and distance of Nosth $08^{\circ} 31^{\prime} 41^{\prime \prime}$ East, 113.37 foei to a point of reverse curvature, concaive Easterly, chence Northerl;. along the are of saic curve to che right, having a radius of 30.00 foct throw $\approx \mathrm{h}$ a ceatral angle of $115^{\circ} 36^{\circ} 02^{\prime \prime}$, for an -axc-distance of 60.53 foel, said are being subiendeo by a thord beariog and distance of North $17^{\circ} 14^{\circ} 03^{\prime \prime}$ Eust, 50.77 feet to the end of said curve; thence nun IVorta $75^{\circ} 02^{\circ} 04^{\prime \prime}$ East, a distance of 51.85 foet $t$, the point of curvature of a curve, concave Southerly, thence Easterly, along the arc of said curve to the right, taving a radius of 50.00 foet. through a beatral angle of $71^{\circ} 16^{\prime} 26^{\prime \prime}$, for an arc distarce of 62.20 feet, said aro being subtended by a chord bearing ard distance of South $69^{\circ} 19^{\prime} 43^{\prime \prime}$ East. 58.26 foet to a point of cusp with a curve, concave Northersterly: thence Northwesterty. along the are of said curve to the right, having $s$ radius of $\leq 50.00$ foce, through a central angle of $15^{\circ} 24^{\prime} 02^{\prime \prime}$. for sa are discance of 147.83 feet, said arc being subiended by a chombearing and dimance of North $25^{\circ} 59^{\prime 2} 29^{\prime \prime}$ West. 147.39 foer to the end of seid curve; thence run North $18^{\circ} 17^{\prime 2} 27^{\prime \prime}$ West, a distance of 13.92 feet to a point on a curve, ooncave Northwesterly : thence Southmesterly. along the are of said curve to the right, having a radius of 25.00 feer, through a central angic of $75^{\circ} 53^{\circ} 47^{\prime \prime}$. for an are distance of 33.12 rece, said are being subterded by a chord bearing and distance of Scuth $28^{\circ} 03^{\prime} 41^{\prime \prime}$ West, 30.75 foet to the point of zangency of said
 thence Southomenterty, along the arc of said curve to the fert, having a radius of 500.00 fect , hrough a central angle of $10^{\circ} 38^{\circ} 41^{\prime \prime}$. for an are distance of 92.89 foct, said are beires subteaded by a chord bearing and distance of Souch $60^{\circ} 41^{\prime} 15^{\prime \prime}$ West, 92.76 foes to a poini of reverse curvature of a curic, coneave Northerly, thence Westeriy, along
 distance of 15.71 foct, said arc being subtenced by a chord beariog and distance of North 79 $9^{\circ} 37^{\circ} 38^{\prime \prime}$ Wert, i4.14 foef to the point of tangency of said curve; thence run North $34^{\circ} 37^{\prime} 10^{\prime \prime}$ Viest, a distance of 22.53 fret 10 a point on a curve. concave Northmesterly, thence Southwesteriy, along the arc of said osive to the rigit, baving a radius of 125.00 feer, through a central angle of $15^{\circ} 17^{\prime} 46^{\prime \prime}$. for as anc dissance of 33.3 ? $\mathbf{f c e t}$ said arc beiag subiended by a chord beariag and discance of South $35^{\circ} 52^{\prime} 20^{\circ}$ Wiest, 33.27 foot to the point of tingency of said curve; thence nun South $43^{\circ} 31^{\prime} 13^{\prime \prime}$ West, a distance of 194.65 feet to the point of aurvatur of a curve, concave Easterly, thence Southeriy, aiong the arc of said curve to the ien. having a radius of 35.00 fect, through a central angle of $53^{\circ} 35^{\prime \prime} 58^{\prime \prime}$, for an are distance of 79.52 foct, said are being subrended by a chord bearing and distance of South $16^{\circ} 43^{\prime} 14^{-\prime}$ Wert, 76.65 foet to the end of said curve; thence rur. South $63^{\circ} 23^{\circ} \leq 3^{\circ}$ West, a distance of 8.08 foet. thence run North $31^{\circ} \mathrm{i} 2^{\circ} 02^{\prime \prime}$ West, a distance of 62.97 foet; thence run Nort: $88^{\circ} 26^{\prime} 55^{\prime \prime}$ Wost, a cistance of 385.91 foct; thence run South $86^{\circ} 07^{\circ} 17^{\prime \prime}$ West, a distance of 207.34 foet; thence nun South $78^{\circ} 20^{\circ} 27^{\circ}$ West, a distance of 225.54 foet; thence run South $63^{\circ} 26^{\circ} 06^{\circ}$ West, a distance of 282.24 foct; thence run South $46^{\circ} 16^{\circ} 39^{\circ}$ West. a distance of 241.42 foet; thence run South $21^{\circ} 43^{\prime} 19^{\prime \prime}$ West, a distance of 2.98 SI feet; thence run South $28^{\circ} 55^{\circ} 04^{\prime \prime}$, East, a distance of 156.26 feet; thence nun South $72^{\circ} 31^{\circ} 21^{\prime \prime}$ West, a distance of 106.18 fort to the point of curvature of a curve, concave Northerly: thence Westerly, aloag 5 fice are of caid curve to the right having a radius of $1,050.00$ foet, through a centrat angle of $15^{\circ} 11^{\prime} 12^{\prime \prime}$. For an are distance of 278.3! foet. said are being subiended by a chord bearing and distance of South $80^{\circ} 06^{\prime} 56^{\circ}$. Wesh, 2.77 .49 feet to the ene pit said curve: ihence run Norih
 North $13^{\circ} 46^{\circ} 07^{\prime \prime}$ West, a distance of 3357 fect , dience run Norli $31^{\circ} 55^{\prime} 36^{\circ \prime}$ West, a distance of 35.17 fee:; thence run North $03^{\circ} 14^{\circ} 24^{\prime \prime}$ West, a distance of $28 ; 1$ foet; tience run North $02^{\circ} 52^{\circ} 40^{\prime \prime}$ West, a distance of 28.13 fect. thence run North $80^{\circ} 19^{\circ} 08^{\circ}$ West, a distance of 1818 C foet to a poini on a curve, concave Nontiwesterly; thence Southwesteriy, along the are of said curve to the right, having a mdius of 347.50 foc:, through a centra: angle of 21094'12". for an arc distunce of 132.84 feet, said arc being subtended by a cherd bearing and distance of South $42^{\circ} 02^{\circ} 23^{\circ}$ West, 132.04 foet to the cnd of silit curve; thence run North $21^{\circ} 01^{\prime} 3^{\prime \prime}$ West, a distance of 62.96 feet. theace sun North $24^{\circ} 49^{\circ} 56^{\prime \prime}$ West, a distance of 19.62 feet; thence nen Nonth $46^{2} 05^{\circ} 52^{\prime \prime}$ West a distance of 35.14

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## O.R. 1240 PG 1601

foct; thence run Norch $52^{\circ} 222^{\prime} 55^{\prime \prime}$ West, a distance of 25.76 foes; thence run Souch $42^{\circ} 03^{\prime} 11^{\prime \prime}$ Wert, a distance of 47.09 fort: thence run South $58^{\circ} 00^{\circ} 23^{\prime \prime}$ West, a distance of 145.85 foct; thence run South $53^{\circ} 18^{\prime} 28^{\prime \prime}$ Wert a distance of 273,40 feet; thence nua South $57^{\circ} 36^{\prime} 59^{\prime \prime}$ East, a distance of 84.79 foet 10 a point on a curve, concave Nertheasterly: thence Southeasterly, along the are of said cauve to the lef, having a radius of $4 ; .00$ foet, through a contral angle of $32^{\circ} 07.37^{\circ}$, for an anc distance of 25.23 foer, said arc being suttended by a chord bearing and distance of South $63^{\circ} 41^{\circ} 04^{\prime \prime}$ East 24.90 foet to the end of said curve; thence nun South $09^{\circ} 36^{\circ} 55^{\prime \prime}$ West, a distance of 211.53 for, to the POINTGEBEGINNING.
Containiug i.249.357 square for or 28.63 acres, more or iess.

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# D.R. 1248 PG 1502 <br> BKMIETT 2 <br> TO BPECTAT WNRRAEMYY DRED <br> DEVELOPYMEMT, RLRCIXTRCTUKAL, NND <br> COMSTRUCTIOK CRITERIR 

[EORTEMEST PRRCEL 17]

## I. PURPCSE.

Seller has developed a set of Development criteria (tie "Development Criteria") for the Property in order to:
A. Aticain the highest quality of development in construction.
B. Ensure compatibility and harmony with the commercial improvements constructed within the areas known as the wold Gole village.

To the extent these Development criteria may be more restrictive than the st. Johns county regulations, these Development Criteria shall control. To the extent St. Johns County reculations shall be more restrictive or shall conflict with these Development Criteria, st. Johns County regulations shall control.
II. DEEINXITONS.

Unless the contert otherwise specifies or requires, the following words or phrases when used in these Development criteria shall have the foilowing specific meanings:
A. "Deveiopment Criteria" shall mean those standards, restrictions, review procedures and construction regulations as get forth in this document and as supplemented by the specific criteria attiched hereto as Appendix 1.
B. "Builder" andfor "Contractor" shall mean a person or entity engaged by an owner for the purpose or constructing Building(s) on such Owner's Lot. The Contractor and Owner may be the same person or entity.
C. "Building" shall mean any fully enclosed structured intended for use and occupancy by owners and their tenants or
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## 0.R. 1248 PG 1603

D. "Improvements" shall mean and include, but not be limited to, Buildings or any changes, alterations or additions to any Lot from its condition at the time of purchase frons seller.
E. "Lot" shall mean any building plot within the Property.
F. "Owner" shall mean the owner of record of a lot, whether one or more persons or entities. For the purpose herein, the owner may act through such Owner's agent, provided that such acsent is authorized in writing to act in such capacity.
G. "Preiiminari Site Plan" shald mean and refer to the preliminary plan approved by Seller in accordance with the purchase Agreement.
H. "Seller" shall mean and refer to SJH Partnership, Ltd. or its successors, or $i$ ts assigns, of the rights and privileges granted to seller contained herein.

## III. ARCHITECNURAL CRITERIA.

A. PHILOSOPHY

Seller wighes to maintain consistent ciesign philosophy as described herein. It is intended that the exterios appearance of the Improvenents such as exterior materials, roofing treatment, landscaping, setbacks and the general appearance of rmprovements upon the property will be consistent with improvements to be constructed within the world Goif village by world Golf Village, Inc. This standard shall apply to the type of materials selected, the general appearance of the Improvements and the quality of materials incorporated into the Improvements ard the quality of their construction and shall estabish the approvai standard to be utilized by Sellex for purposes of these Developmert Criteria. In the event of any conflict between the terms of this Development criteria exhibit and mpoenaix 1 attached hereto, the terms of Appendix 1 shail be controliling.

## B. HEIGFiNLIMTRATIONS

The maximum height of the Buildings shall not exceed thirty five (35j feet. iejght is to be meanuzed in coriformance with the requirements of the St. Johns County zoning code,

## IV. REVIEW PRCICEDUBE

No Improvements shall be constructed, erected, placed, altered, maintained or permitted on anv Lot until plans and specifications have been submitted for and received final approval 2n writing by seller.

## A. RREDESIGN CONFEKENCE

O.R. 1240 PG 1604

Prior to submitting preliminary plans, representatives designaced by Selier shall mect with the appiicant, the applicant's architect and other consultants to review tinese Development Criteria, the characteristics of the particular $L c t$, and the technical issues related to review procedures.

## E. PRELIMLNARY REVIEN

Preliminary plans and outline specificitions shall include the information below and shall be subuittea to SElier.

1. Site plan.
a. Grading and drainage etudy.
b. Site coverage and setbacks.
c. Driveway access, parking setbacks, number, size and layout for parking spaces.
d. Loaaing areas.
e. Wasts and rubbish storage; show proposed screening.
f. Light locztions.
2. Signage locar ions and specifications.
h. Locatiors of existing and proposed utilities.
i. Easements, if any, must be identified.
3. Preliminary landscape plan.
4. Height (cross section through Building).
5. Any other information $x s$ may have been reguested by seller at the predesign conference.

Seller shall approve or disapprove in wricing all plans within fifteen (I5) days from the date that all of the required information is received. Failure of Sellex to disapprove the plans within fifteen ( $\lambda .5$ ) days shall be deemed an approvai. Saller also reserves the right to request m meeting with the zppiicant and his architect to oismins any aspect of the plens.

## C. EINAL REVIEW

## 0.R. 1248 PG 1685

Final plans shall include tine information outlined below and shall be submitted to seller.

1. Final plan and specifications.
2. Site plan (at no less than 1 in. $=10$ ft.).
3. Grading and drainage plan (with no less than 1 ft. contour incervals) showing existing and finish topography.
4. Landscape pian inciuaing:
a. plant species, sizes and spacing.
b. Paving materials and colors.
C. Areas to be irrigated.
d. Ang retaining walls, planters, Eencing, etc.
5. Final specitications and location of all lighting.
6. Location for all signage and snecification.
7. Sasemente, if any. must be identified.

Seller shail approve or disapprove in wintiag ali plans within fifteen (15) days from the date that all of the requirea information is received. Failure of seller to disapprove the plans within fifteen (15) days shall be deemed an approval. Seller also reserves the right to request a meeting with the applicant and his architect to discuss any aspect of tine phons.
V. SITE DEVEIOPMENT CRITERIA.

## A. SITE IITITIZANEQN

1. Access and circtiztion. Access to the property shall ke consistent with the approved preliminary site plan.
2. Drainage and Grading. Facli Ownex of a Lot in the Property shall adnere to the established drainage pattern over the Property, as provided in the crainage plan as prepared by Seller'e engineers (the "Drainage plan"). No Owrer shall be aliowed to change the drainage pattern which shall resuit in directing concentrated drairage flows onto any other Lot(s). The urainage plan implemented for the Property shall ziso conform to the existing Sti. Jonns Rivex kゐter manademant District narmit for the Property ("permit ${ }^{\mu}$ ) and the Interchange Northwest Parcel. If the

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Owner exceeds those capacities provided for in the permit or Drainage plan, he shall be responsible for the additional detention capacity.
3. Antexial Roadway and Utility Requirement. The roadway improvements shall be constructed so as to provide venicular and peciestrian circulation througtout the property in accordanse with the approved Site Plan and utility installations shall be constructed by Buyer and stubbed to the connection points within each Phase of the Property as set forth on the Site Plan.
4. Temporary Structures. No structure of a temporery charactex, trailer, basement, tent, shack, garage, barn or ofher out building shail be used on the property at any time as a residence or busixess, either temporarily or permanently. Properly permitted trailers for use as construction offices and vorstruction storage are permitted during the period of construction activity, but are to be removed upon building occupancy.
5. Gindow Air conditioning Units. No window or wall aif conditioning units shall be permitted.
6. Antennas. No aerial or antenna shall be placed or erected upon the property, or affixed in any manner to the exterior of any building on the property. No flags, pennants, balloons or other motion devices shall be permitted without the pricr written consent. of Seller.
7. Screening of Boof oblects효. Stand fans, sky lights, air conditioning units, cooling towers, elevatcr penthouse, vents and any other structures of equipment which rise above the roof lines shall be stielded from view in a manner which is architecturally compatible with the building exterior and which shall be shown on the plans and specificacions submitted to seller and shall be subject to its approval.
8. Lake and Bylkhead. All lake janks shall be improved by the owner in accordance with pians and specifications approved by Seller. All lake construction shall be in compliance with applicable governnental permits.
B. EXTERIQR IIGHTING.

Criteria and mounting for extezior lighting shall be coordinated to provide a recurrent motif within the property and World Golf village. All exterior lighting must be approved by Seller.
$\cos 1.10$
3/3/97
C. SIGNGGE

## O.R. 1248 PG 1607

1. Project Sianage. All project idencification signage to be displayed within the Property shall be subject to the following restrictions:
a. Flashing, oscillating and moving signs are not permitted.
b. Formed, plastic or injection molded signs are not permitted.
c. Exposed raceways, transformers, ballast boxes, erossovers, concuit or signed sabinets are not permitted.
d. Visible sign company names are not permitted.
e. Decals and lettering on show window, doox glass or any part of the storefront are not permitted without tine written consent of SGlier.
f. Temporary signs, posters. notices ard announcements will be permitted only at the discretion of sellex.
i. UWILITY CONNECTIONS.

All utilities within the property shall be installed uncierground and any pad mount facilities shall be properly screened.
E. STORN WATER QUALITY.

All Owners shall be responsible for the quailicy of storm water produced from lots within the property and conformance with requirements of governmental agencies having jurisdiction.

## VI. LANQSEARE GRITERIE

## A. GENERAL

Any iandscaping plan shald be consistent with the requirements of the applicable property owners association and with cxiteria as otherwise established by Seller. pil plane, changes or alteratione shall be submitted to Seller and shall provide for and include the fol? oning isome:
3081.10

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1. A landscaping scheme.
O.R. 1248 PG 1608
2. A list of all plant stock included in the scheme.
3. The size of such stock at the time of planting.
4. Spacing between plants.
B. SUDDING

A11 open areas not developed with parking, roadways, paths or otherwise planted, shall be sodded, except lake banks and road riglst-of-way which may be sprigged.

## C. IRRIGATION

A11 landscaped areas shall be irrigated through ars undezground system.

All water for irrigation shall be provided by water supplied by a local utility company. In\}e water may not be ueed for ixrigation purposes.

## VII MISCELTANEOUS

## A. KODTETCHITON ON CRTMERTA

Ne persons or entities shall be deemed third party beneficiaries to the terms and provisions of these criteria, unless the rignts contained herein are specificaliy assigned to such person or entity by Seller. these criteria or any provisions hereof may be walved by Seller or its specific assignee in its sole discxetion from tiue to time without the consent or joinder of any other person or entity.

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## O.R. 1248 PG 1689

## RPRERTDIE 1

## Residential Developinent Criteria

6061.1
3.3197

## O.R. 1248 PG 1610 <br>  <br> A development featuring the <br> WORLD GOLF VILLAGE RESORT <br>  <br> FINAL DRAFT <br> 3-22-97 <br> REVISED 4-3-97 <br> STANDARDS AND GUIDELINES <br> for <br> RESIDENTIAL DEVELOPMENT

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## PART I: INTRODUCTION

## O.R. 1248 PG 1615

### 1.0 Standards and Guidelines:

1.1 The Residential Design Standards consist of established minimum requirements which will be used to regulate land development at Saint Johns to ensure a level of high quality and maintain consistency with the primary objectives of the Master Development Plan. Alid developers, contractors, architects, engincers, und property owners must adhere to the Design Standards in conjunction with all app:icable St. Johns County Codes, the American witi Disabilities Aci, the terms and conditions of the Saint Johns DO/DRI, PUD, Covenants and Restrictions, and all contractual requirements as well as the Rules and Regulations Governing Construction in the Project provided by the Master Developer prior to purchase.
1.2 The Standards are followed in this documeat by Residential Design Guidelines which describe aspects of architectural delineation and site design which are suongly desired to ie utilized throughout the design and developinent process.
1.3 The Residential Design Standards and Design Guidelines are supported by the Master Deveioper and the Architectural Review Board, (ARB), and will be used throughout the deyelopinent process as criteria for objectively reviewing all development plans and procedures.

### 2.0 Review Process and Required Submittals:

2.1 Preliminary Plan Review, provide one copy of the following:

- Schematic Site Plan, (including buildings, parking, dirives and site grading)
- Schematic Landscape Plan, (may be combined with site plan)
- Schematic Architectural Elevations
- Survey of existing inardwood trees of $6^{\prime \prime}$ diameter or greater measured at $3^{\circ}$ above ground
2.2 Final Plan Review, provide one copy of Construction Documentation and Specifications which must include but is not limited to:
- Site Plan/ Hardscape Plar: @ minimum scale of 1" $n 30^{\prime}$
- Grading Flan @ minimum scale of $1^{\prime \prime}: 30^{\prime}$
- LandscapePlan@minimurn scale of $1^{\prime \prime}=30^{\prime}$
- Architectural Elevations @ minimum scale of $1 / 8^{\prime \prime}-1$,
- Standard Specifications for al! components of Design

The ARB retains the night to request additional drawings, specifications and material samples prior to approval.
2.3 Upon written approval of the Final Plans fiom the ARB construction may commence foilowing the procedures described in the Residential Design Standards and Guidelines and the Deciaration oi Covenant and Restrictions for Saint Johns.

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### 3.0 Project Overview:

O.R. 1248 PG 1616
3.1 A Saint Johns project description will be provided by Davidsen Development, Inc.
3.2 Saint Johns Master Plans will be provided by Davidson Development, Inc.

### 4.0 Residential Develupment Types:

4.1 There are 4 categories of Single Family Residential development identified by the Saint Joins Master Pan:

- Single Family Estate Lots, (max. density of 3.2 D.U./ acre)
- Single Family Convertional, (max. density of 5.0 D.U.J acre)
- Patio Fiomer (max. density of 6.0 D.U./ acre)
- Towa Homes, (max. density of 8.0 D.U/ acre)
4.2 Muiti-Family Residential development includes
- Apartments
- Condominiums
- Vacation Ownership
- Life Care Facility

PART TI: RESIDENTIAL DESIGN STANDARDS --

## Required Practices

II A. DESIGY STANDARDS FOR AEL RESIDFNTIAL DEVELOPMENT

### 1.0 Preservation of Eixisting Vegetation:

1.1 No site clearing shall occur prior to ARB approval of site plan. All site plans shall be accompanied with a survey of existing hardwood trees with trunk diameter of 6 "or greater measured at 3' above ground and a landscape preseryation plan.
1.2 All structures and pavement shall be located in a manner which will preserve the majority of specimen vegetation on the site.
1.3 Temporary barrier fencing shall orcur around the areas to be preserved.
1.4 Construction machinery and matcrials shall not be driven or located within the preservation area. Grading, trenching and other methods of soil compaction are prohibited in preserved areas.

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### 2.0 Lot Layout and Site Organization:

## O.R. 1248 PG 1617

2.1 Integrate site plan with adjacent parcels to provide a logical. safe and harmonious system of roadways, sidewalks and building facades

### 3.0 Recreational/ Common Areas:

3.1 Each individual residential development shall provide recreational open space and common area for the use of homeowners.
3.2 Each residential aevelopment shali furnish the necessary site elements and improvements to accommodate schonl bus and other public transportation. Printary public bus stops must centain covered structures for public safety and convenience.
3.3 All common areas shall provide the necessary refuse and mainterance structures and/ or furnishings to ensure site cleanliness. Maintenance equipment, facilities, garbage bins and dumpsters shall be enclosed and located away from public access and view.
4.0 Easements:
4.1 Easements are provided for sufficient utility layout, circulation, screening and landscape improvements. They are measured from the right-of-way line, side/ rear property boundary or previously established preservation easement line, whichever is the more restrictive. No building shall encroach upon an easement.
4.2 Parcels located along WGV Boulevard, Royal Pines Parkway and the North Legacy Trail shall provide a 20' eascment measured from the properisy line for accomnodating pedestrian/golf cart paths, landscape and future ctilities. Any reductions to the ' 20 ' easement shall be approved in advance by the ARB.
4.2 All Single family residential parcels shall be separated by an $20^{\prime}$ landscape easement.
4.4 Muhi-family residentiai and single family residentiai parcels shall be separated by a $40^{\prime}$ landscape easement.
4.5 All residential uses adjacent to commercial or other non-conforming uses shall be separated by a 40 landscape easement.
4.6 All lakes and ponds shall be surrounded by a $\sigma^{\circ} \mathrm{min}$. drainage and maintenance easement, measured from and above the lake top of bank, (T.O.B.).
5.0 Streets:
5.1 All typical street cross sections shall have a maximum paving widh of 24'. (excluding all parking and turn lanes).
5.2 Residential streets designed to incluge on-strect parking shall be a minimum of $33^{\circ}$.
3.j mil streets ase requirec to de crowned with arainege directed to ine sides of the street and away from pedestrian crossings and walkways.

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## O.R. 1248 PG 1618

5.4 All primary residential streets with sidewalks must provide large, deciduous canopy trees on each side of the street plarted at a minimum distance of 4 ' from the back-of-curb. Street trees are to have equal spacing of $20^{\prime} \mathrm{min}$. to $50^{\prime} \mathrm{max}$. on center uniess otherwise approved by the ARE based on lot width and configuration. Naturalistic planting design may te considered if street tree size and quantity is equivalent to that of a streeiscape planting plan.
5.5 Cul-de-sacs and motor courts shall adhere to the same landscape standards as provided for the streets.
6.0 Pedestrisn waik ways:
6.1 Paved access must be provided to the Master Plan Pedestrian Walkway located throughout the Saint fobns Community and delineated in the construction documents for all primary roadways.
6.2 Local streets, lanes and long cul-de-sacs shall have a concrete sidewalk with a minimum width of $5^{\prime}$ located on at least one side of each road per St. Johns County requirements.

### 7.0 Project Signage:

7.1 All signage placemeni and compasition nust comply with the regulations set forth by the St. Johns County Codes together with the Master Signage Design Standards for Saint Jchns.
7.2 The following permanent signs are permitted:

- identification monumend entry signs
- identification pole sign
- directional signs
7.3 The following sign types or fixtures are not permitted:
- signs located on inflatable or moving objects
- flashirg, oscinating oz moving signs
- signs with neon light fixiures
7.4 All temporary signs for the sale of property shall be approved in advance by the ARB.
7.5 All signs for the purpose of construction identification shall adhere to the provisions set forte in the Rules and Regulations Goveroing Construction in the Project.
7.5 Signs may te illuminated from the base of the sign.
7.6 All signage light sources shall be concealed.
7.7 Ail signage lighting shall complement the arcnitectural and site lighting while conforming to the St. Johns County and Building Codes.


## 8.U Site Lignting:

8.1 All lighting for streets, parking lots and service areas should be illuminated at an intensity no greater than that required by the St. Johns County Codes.

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- vehicular drop-offs --1.0 foot candles
- parking lois -- i. 0 foot candies
- pedestrian walkways, ramps and areas --1.0 foot candles
- lawn and open space --. 5 foot candles
8.3 Light pole maximim heights:
- parking lots, Incal streets, lanes and alleys -30'
- pedestrian walkways terraces and plazas --20'
8.4 Illumination sinall be limited to the site and shall not cause glare or visual disturbance to adjacent preperties.
8.5 Flood lighting is not permitted withou written authorization from the ARE


## O. 0 Earthwork and Drainage:

9.1 Landscape mounds and swales shall be constructed with smonth transitions to avoid abrupt or extreme changes in slope.
9.2 Mounds shall not disturb swale drainage or be placed between the trunk and dripline of a tree.
9.3 Individual, isolated water amenities and lakes may be ronnected to the overall master drainage sjstem with the review and approval of the ARB and, if required, the approval of regulatory agencies.

### 10.0 Landscape Standards:

10.1 No landiscape plani materials may obsuruct areas of́ peàestrian or `ehicular access.
10.2 All dead or dying plant material must be replaced.
10.3 All plants used for screening shali have adequate size and density to form an opaque screen within one year.
10.4 No landseape materials shall encroach $u_{p}$ on the Preservation Zone at any time. Following are minimum sizes for planted trees:

- canopy shade tree $-31 / 2^{\prime \prime}-4^{\prime \prime}$ caliper
- flowering' arnamental $-2^{2} 1 / 2^{\prime \prime}-3^{\prime \prime}$ caliper
- evergreen ornantentai $-2^{\prime \prime}-21 / 2^{\prime \prime}$ caliper
- coniferous tree --12' height
All ether plant matcrial sizes are at the discretion of the Site Developeri Project Landscape Architect and shall be approved by the ARB as a part of the formal review process.
10.5 A complete list of landscape materials prohibied from use will be provided by Eavidson Develonment. Inc.

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### 11.0 Irrigation:

11.1 All parcels shail have $100 \%$ coverage for all newly planted and common areas not previously served by a common irrigation system.
11.2 The irrigation system shall provide for maximum efficiency with no overspray on adjacent vertical wails, paved surfaces or Preservation Areas.
11.3 Pop-up heads shall be used within all lawn and pedescrian areas.
11.4 Quick coupler valves shall be provided for hand watering.
11.5 Controller and other irrigation equipment devices shall be located away from public view and access.

### 12.0 Construction Practices:

12.1 Construction shall not commence until receiving written approval of the Final Plans from the ARB and the Notice to Proceed has veen received by the General Contractor.
12.2 Prior to site clearing, all community conservation/ pruservation arcas, tree preservation areas and native vegetation to remain must be iaentified en plars, located on site and properiy protected with barrier fencing.
12.3 Sediment and erosion control provisions shall control run-off and contain all silt and deiris within the limits of construction.
12.4. All DO, County, State and Federal Regulations as well as the Rules and Regulations Governing Construction in the Project must be adhered to. This includes, but is not limited to traffic control, safety, pollution, waste disposal and transportation of materials.

## II B. SINGLE FAMILY ESTATE LOT DESIGN SZANDARDS

### 1.0 Lot Dimensions and Coverage:

1.1 Typical lot dimensions shall average $80^{\circ} \times 120^{\circ}$, considering that a maximum of 3.2 tots per acre is permitted. Lot sizes can be larger and may vary in size.
1.2 Totai building coverage shall be a maximum of $35 \%$.
1.3 Minimum front yard landscape coverage consisting of trees, shribs and ground covers shall be $25 \%$.

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## O.R. 1248 PG 1628

2.1 Setbacks shail be measured either from the righi-of-way line, rear property line, a conservation or landscape easement or side property line, whichever is most restrictive.
2.2 Building setbacks include:

- front yard -- 20'
- side yard -- $8^{\prime}$
- rear yard - $15^{\prime}$
- comer lots, all yards facing street -- 20'
2.3 Porch, Screened Enclosure, Privacy Wall, Planter Wail, Deck, Patio, Pooi and Spa:
- front yard -- $10^{\circ}$
- side yard .- $5^{\circ}$
- rear yard -- 10'
- comer lots, all yards facing street -- $10^{\prime}$
notes: All privacy walls and planter walls shall have a height limitation of 4 .
Pcols and spas are not permitted in front yards.
Pools shall be composed of material thoroughly tested and accepied by the industry for such construction.
The outside edge of the pool shall be a minimum distance of $4^{\circ}$ from all side wails of the residence.
2.4 Fence setbacks:
- front yard -- no fence is permitted in the fiont yard
- sicie yard --5'
- rear yard -- 10'
- corner lots -- no fence is permitted in yards facing streets note: All fences shall be a height limitation of 4 '.
2.5 Athletic andi/ or play structures:
- Front yard -- no structures shall be permitted in the front yard
- side yard -- no structures shall be permittea in the side yard
- rear yard -- $10^{\circ}$
- comer lots -- no structures shall te permitted in yadd facing street


### 3.0 Building Siting:

3.1 All residential buildings shall be sited perpendicular and paraliel io streets. Buildings may not be sited diagonally across lots excepting large comer lots and ireguiarly shaped lots when approved by the ARB.
3.2 The architecture of the building facade including the height, form and materials shall vary along the strect to promote an interesting and enoaging streetscape.
3.3 Kuiding height limitation is $40^{\circ}$ as specified in the Saint Johns PUD.

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### 4.0 Accessory Structures and Furnishings:

4.1 Sheds and other "out" buildings are not permited.
4.2 Mailboxes and mailhox structures shall adhere to U.S. Postal Standards and shall be a maximum of $5^{\prime}$ tall and $3^{\prime}$ wide.
4.3 All refuse and maintenance equipment and/ or furnishings must be contained, concealed and located appropriately to ensure the safety of residents and the public.

### 5.0 Driveways:

5.1 Maximum width of driveways is $20^{\circ}$.
5.2 Sidewalk paving material shall continue across drivewavs to create contintity of the sidewalk.
5.3 Loose, aggregate paving is not permissible. See Residential Design Guidelines for recommended materials.
5.4 Parking mast be provided per Si. Johns County Code which requires a minimum of 1 space per duelling unit.

## II C. SINGLE FAMILL CONVENTIONAL. LOT DESIGN STANDARDS

### 1.0 Lot Dimensions and Coverage:

1.1 Typical lot dimensions shall average $60^{\prime} \times 100^{\prime}$. considering that a maximum of 5.0 lcts per acre is permitted. Lot sizes can be larger and may vary in size.
1.2 Total buidding coverage shall be a maximum of $48 \%$.
1.3 Minimum iront yard landscape coverage consisting of trecs, shrubs and ground covers shall be $25 \%$.

### 2.0 Standard Setoacks:

2.1 Setbacks shail be measured either from the right-of-way line, rear property line, a conservation or landscape easement or side property line, whichever is most rescrictive.
2.2 Building setbacks include:

- front yard -- $20^{\circ}$
- side yard -- $5^{\circ}$
- rear yard -- $15^{\circ}$
- comer lots, all yards tacing street -- $15^{\circ}$

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2.3 Porch, Screened Enclosure. Privacy Wall, Planter Wall, Deck, Patic, Pool and Spa:

- front yard -- $10^{\circ}$
- side yard -- 5,
- rear yard --5,
O.R. 1248 PG 1623
- corner lots, all yards facing street -- 10'
notes: All privacy walls and planter walls shall have a height limitation of $4^{\circ}$.
Pools and spas are not permitted in the front yard.
Poois shall be composed of material thoroughly tested and accepted by the industry for such construction.
The cutside edge of the pool snall be a minimum distance of 4 ' from all side walls of the residence.
2.4 Fence setbacks:
- front yard .. no fence is permitted in the front yard
- side yard -- 5'
- rear yard --5'
- corner lots -- no fence is permitted in yards facing streets note: All fences shall be a height limitation of $4^{\prime}$.
2.5 Athletic and/ or play structures:
- front yard -- no structures shali be permitted in the front yard
- side yard $\ldots$ no structures shall be permitted in the side yard
- rear yard -- 5'
- comer lots -- no structures shall be permitted in yards facing street


### 3.0 Building Siting:

3.1 All residential buildings shall be sited perpendicular and parallel to streets. \#uildings may not be sited diagonally across lows excepting large corner lots and irregularly shaped lots when approved by the ARB.
3.2 The architecture of the building facade including the height, form and materials shall vary along the strect to promote an interesting and engaging streetscape.
3.3 Building height limitation is 40' as specified in the Saint Johns PUD.

### 4.0 Accessory Structures and Furnishings:

4.1 Sheds and other "out" buildings are not permitted.
4.2 Mailboxes and mailbox structures shall adhere to U.S. Postal Standards and shall be a maximum of $5^{\prime}$ tall and $3^{\circ}$ wide.
4.3 All reftse and maintenance equipment and/ or furmishings must be contained, concealed and located appropriaticly to ensure the safety of residents and the public.

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5.1 Driveway pavement edges shall be setback a minimum of 7 ' from the side property lines.
5.2 Maximum width of driveways is $20^{\circ}$.
5.3 Sidewalk paving material shali continue across driveways to create continuity of the sidewalk.
5.4 Loose, aggregate paving is not permissible. See Residential Design Guidelines for recommended materials.
5.5 Farking musi be plovided per St. Johns County Code which requires a minimum of 1 space per dwelling unit.

## II D. SINGLE FAMKUY PATIO HOME LOT DESIGN STANDARDS

### 1.0 Lot Dimensions and Coverage:

1.1 Lots may consist of attached and detached single family dwellings.
1.2 Lot width is a minimum of 45' and generally would be a maximum of 70'.
1.3 Lot length is a minimum of $90^{\circ}$ and generally would be a maximum $160^{\circ}$
1.4 Total building coverage shall be a maximum of $60 \%$.

### 2.0 Standard Setharks:

2.1 Setbacks shall be measured cither from the right-of-way line, tear property line, a conservation or landscape easement or side property line, whichever is most restrictive.
2.2 Bui!ding setbacks include:

- front yard -- $15^{\circ}$
- side yard -- $0^{\circ}-10^{\circ}$
- rear yard - $10^{\prime}$
- cormer lots, all yards śaciag street $-10^{\circ}$
2.3 Porch, Screened Enclosure. Privacy Wall, Planter Wall, Deck, Patio, Pool and Spa:
- front yard -- $10^{\prime}$
- side yard - NA
- rear yard -- NA
- corner !nis, all yards facing strect -- 10'
notes: All privacy walls and planter walls shali have a height limitation of $6.5^{\prime}$ and are not permitted in the front yard.
Pools and Spas are not permitted in the front yard.

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2.4 Fence setbacks:

- front yard -- 10'
- side yard - NA
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- rear yard -- NA
- comer lots -- 10,
note: All fences shall be a height limication of $5^{\prime}$.
2.5 Athletic and/ or play structures:
- front yard -- no structures shal! be permitted in the front yard
- side yard -- no structures shall be permitted in the side yard
- rear yard --5'
- comer lots -- no structures shall be permitred in yards îacing street


### 3.0 Building Siting:

3.1 All residential buildings shall be sited perpendicular and paraliel to streets. Buildings may not be sited diagonally across iots excepting large corner lits and irregularly shaped lots when approved by the ARR.
3.2 The architecture of the building facade including the height, form and materials shall vary along the street to promote an interesting and engaging streetscape.
3.3 Building height limitation is $40^{\circ}$ as specified in the Saint Johns FUD.
3.4 A maximum of a dwelling units may te phazed contiguously, given vehicular access to each is provided.

### 4.0 Accessory Structures and Furaishings:

4.1 One detached garage/ storage structure is permitted per residence.
4.2 Structure shall be a maximum of $650 \mathrm{~S} . F$.
4.3 No cietached or accessory structures are permitted in the front yard or oiher yard facing a street.
4.4 The setback for ail side and rear yards is $5^{\circ}$.
4.5 All accessory/ detached structures located in the side yard must be secondary in emphasis to the residence and shall be selback cqual to or behind the residentiai facade.
4.6 Malboxes and maitox structures shall adhere to U.S. Postal Standarcis and shall be a maximum of $5^{\prime}$ tall and $3^{\prime}$ wide.
4.7 All refuse and maintenance equipment and/ or furnishings must be containeć, concealed and located appropriately to ensure the safety of residents and the public

### 5.0 Driveways and Alleys:

5.1 Each individua! Patic Home Lot shall be provided with vehichlar access.
5.2 Driveway pavement edges shall te setbaci a minimum of 7 from the side property!ines. 5.3 Circular driveway: ard/or outside parkiny spaces are not permited within the lot.

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5.4 Maximum width of driveways is $20^{\circ}$.
5.5 Sidewalk paving material shall continue across driyeways to create continuity of the sidewalk.
5.6 Loose, aggregate paving is not permissible. See Residential Design Tuidelines for recommended materials.
5.7 Alley vehicular paving shall not exceed 26 ' in width.
5.8 Parking must be provided per St. Johns County Code which requires a minimum of 1 space per dwelling unit.

## If E. SINGLE FAMULY TOWN HOME LOT DESIGN STANDARDS

### 1.0 Lat Dimensions and Coverage:

1.1 Lots may consist of attached and detached single family dwellings.
1.2 Lot widih is a minimum of $40^{\prime}$ and generally would be a maximum of $70^{\circ}$.
1.3 Lot length is a minimum of $80^{\circ}$ and generally would be a maximum of $120^{\prime}$
1.4 Total building coverage shall be a maximum of $65 \%$.

### 2.0 Standard Setbacks:

2.1 Setbacks shall be measured either from the right-of-way line, rear property line, a conservation or landscape casement or side property line, whichever is most restrictive.
2.2 Buiiding setbacks include:

- front yard - $15^{\circ}$
- side yard - NA
- rear yard -- 10'
- corner lots, all yards facing strect -- 15
2.3 Porch, Screcned Enclosure, Prjvacy Wall, Planter Wall. Deck. Patio, Pool and Spa:
- front yard -- $10^{\prime}$
- side yard -- NA
- rear yard -- NA
- comer lots, all yards facing street -- $10^{\circ}$
notes: All privacy walls and planter walls shall have a beight limitation of $8^{\prime}$ and are not permitted in the front yard.
Pools and Spas ane not permitted in the front yard.
Pools shall be composed of material thoroughiy tested and accepted by the industry for such construction.
 of the residence.

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2.4 Fence setbacks:

- front yard -- 10'
- side yard -- NA
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- rear yard -- NA
- corncr lots -- NA
note: All fences shall be a height limitation of $4^{\prime}$.
2.5 Athietic and/ or play structures:
- front yard -- no strictures shall be permitted in the front yard
- side yard -- no structures shall be permitted in the side yard
- rear yard --5'
- comer lots -- no structures shall be permitted in yards facing street.


### 3.0 Briilding Siting:

3.1 All residential buldings shali be sited perpendicular and parallel to streets. Buildings may not be sited diagonally across lots excepting laxge corner lots and irregularly shaped lots when approwed by the ARB.
3.2. The architecture of the building facade including the height, form and materials shail vary along the street to proniote an interesting and engaging streetscape.
3.3 Building height limitation is $40^{\prime}$ as specified in the Saint Johns PUD.
3.4 A maximum of 6 dwelling units may be placed contiguousiy, given vehicular access to each is provided.

### 4.0 Accessory Structures and Furnishings:

4. 1 One detached garage/ storage structure is permitted per residence.
4.2 Structure sha!l be a maximum of 650 S.F.
4.3 No detached or accessory structures are permitted in the front yard or other yard facing a street.
4.4 The setback for all side and rear yards is $5^{\circ}$.
17.5 All accessory / detached structures located in the side yard must be secondary in emphasis to the residence and shall be setback equal to or behind the residential facade.
4.6 Mailboxes and mailbox structures shell adhere to U.S. Posial Siandards and shall be a maximurn of 5' tall and 3' wide.
4.7 Ali refuse and maintenance equipment ind/ or furnishings must be contained, concealed and located appropriately to ensure the safety of residenis and the public

### 5.0 Driveways and Alleys:

5.1 Each individual Town Home shall be provided with vehicular access.
5.2 Driveway pavement edges shall be setback a mirimum of 7 from the side property lines.
5.3 Circular driveways and/or outside parking spaces are not permitted within the lot.

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5.4 Maximum width of driveways is $20^{\circ}$.
5.5 Sidewalk paving material shall conitinue across driveways to create continuity of the sidewalk.
5.6 Loose, aggregate paving is not permissible. See Residential Design Guidelines for recommended materials.
5.7 Alley vehicular paving sha!l not exceed $24^{\prime}$ in width.
5.8 Paiking must be provided per St. Johns County Code which requires a minirnum of 1 space per dwelling unit.

## IIF. MULTI-FAMHKY SITE DESIGN STANDARDS

### 1.0 Building Crientation and Site Organizatiom:

1.1 Organize buildings to create and/ or strengthen view corridors to significant natural or man-made features.
1.2 Ali maintenance and refuse areas should have officient service access and be screened from public view.
1.3 Aign buildings so to establish a framework for outdoor spaces including parks, plazas, countyards, walkways and other common area amenities.
1.4 Adhere to all applicable St. Johns County Codes, the Saint Johns Development Order, (DO), the Saint Johns PUD and the Declaration of Covenants and Restrictions regarding vehicular anci pedestrian circulation, building siting, selback, parking, ratios, service requirements, common area improvements, preservation areas to remain in their naturai condition, and site :andscap: improvements.

### 2.0 Standard Setbacks, Heights and Lot Coverage:

2.1 Lot coverage shall adhere to the requirements set forth by the St. Johns County Code.
2.2 All building heighis shall not exceed 65 ' as specified in the Saint Johns PUD.
2.3 A minimum distance of $30^{\prime}$ must separate each residentiai building.
2.4 Building Setback shall be measured from the outside wall to the right-of-way lines. property boundary or preservation area easement line, whichever is most restricted.
2.5 Building setbacks include:

- fron! yard @ street - 20'
- side and rear yards @ preservation edge - 20'
- side and rear yards @ lake edge - 20'
2.6 Vehicular pavement setbacks:
- Aca:
- side and reai yard @ preservations edge - $10^{\circ}$
2.7 Porch, Screened Enclosure, Privacy Wall, Planter Wall, Dcek, and Patio:
- front yard @ street - 20'

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- side and rear yard @ preservation edge - 10'
- side ard rear yard @ lake edge - 20'
note: All privacy walls and planter walls shall have a height limitation of $8^{\circ}$.
2.8 Fence setbacks:
- front yard @ street. 20'
- side and rear yard @ preservation edge - $10^{\prime}$
note: All fences shall have a height limitation of $4^{\prime}$.
2.9 Athletic and/ or play structures shall be contained in areas designated as common area.


### 3.0 Amenity and Service Facilities:

2.1 The following amenities and services shall be located in common area(s) easily accessible for each resident, (not all amenities are nequired):

- administrative ofinces
- pools, hot tubs, saunas
- tennis courts/ racquetball courts
- Iitness facility
- car wash
- U.S. Postal mailbox facilities
- laundry rooms
- recyeling/ refuse facilitios
note: Refuse and recycling equipment and/cr containers shall be enclosed and screened. from view.


### 4.0 Parking:

4.1 Sufficient parking spaces and landscaped areas must be provided in compliance with the St. Johns County Codes. One and one-half spaces are required per dwelling unit plus one space for the owner/ opeator and cne space for each two employees.
4.2 Parking areas shall be dispersed and well-integrated with the site plan and architecture to reduce the size of centiguous vehicular pavement and thus not dominate the site.
4.3 Shared parking is encouraged.
4.4 Individual parking bays must each be separated by a landscape median of $10^{\prime}$ minimum width.
4.5 All landscape parking islands must allow tor a $2^{\circ}$ overhang for the front of a car.

4,6 All surface parking shall be buffered with the use of landscape plantings and grading mounds. A elear zone for visibility should however be maintained from a height of 3.5 , tc $7^{\prime}$
4.7 No parkirg shall adjoin a lake.

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## PART III: RESIDENTIAL DESIGN GUIDELINES -Desired Practices

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### 1.0 Architectural Style/ Typology:

1.1 All buildings and architectural elements along a street or within a given view arca shall be unified in theme and character.
1.2 Following are recommended styles to be referenced for establishing the architectural concept and design:

- Southeastern Vernacular/ Coastal
- St. Augustine Heritage
- Classie/ Traditional (Town Homes, Aparments, Condominiums and Life Care) Imagery, sketches and descriptions of each of the above styles is provided in the appendix.


### 2.0 Building Form and iayout:

2.1 Single family houses sinould be consistent in style, however vary in detail within a given neighborhood. Repetition of an identical building type or facade is not permitted along or across a street for a minimum length of 8 dwelling units.
2.2 Single family cstate and conventional lot houses shall be one or two stories. When two stories are employed, it is iecommended that the second leve! is set back from the remaining facade.
2.3 The majority of Patio Homes should be one story and may be attached or detached. If detached, the use of a zero lot line is encouraged for maximum use of the side yard. Rear yard parking is encouraged with vehicuiar access provided by an alley. If parking is to be in the front yard, the design of the garage and driveway should be well integrated with the home with the front door as the primary focus.
2.4 Town Homes will eonsist primarily of two-story buildings and may be attached or detached. If detached, the use of a zero lot line is encouraged for maximum use of the side yard. Carriage Home style dwelling enits are encouraged when front yard parking is desired. All sides/ faces of the Town Home building and accessory struciures should be articulated with details and architectural elements in a manner consistent with the ehosen styie for the commurity. Large, flat building walls and/or privacy walls with no articulation are unacceptable.
2.5 Multi-family Apartments, Condominiums, Vacation Ownership and Life Care Facility buildings may vary gieatly in height, massing and layout according to the necds of each residential community. In ali cases, the design of each building shall consider the comfort level and perception of pedestrians at the strect level. Variations in the building
 recommended. All sides / taces of each building and accessory structures must be ariculates and detailed.

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3.1 All architectural elements shail be designed and detailed in a manner consistent with the style of the building.
3.2 Pitched roofs are recommended in gable, hipped, gamorel forms or their variations.
3.3 Doors may be single or paired and are usually centered within the farade. The use of entablatures andior architraves is recommended for classic or colonial styles to emphavize primary entrances.
3.4 Windows and/ or dormers should be generally placed in a symmetrical or balanced patiem, include small panes of glass and the use of shutiers ard/or decorative eniablatures.
3.5 Porches and balconies are highly recommended. Their use should be considered on all faces of the building.
3.6 The use of chimneys is encouraged and snould be designed according to the architeciural typology of the buiiding.

### 4.0 Building Matcrials and Finishes:

4.1 All exposeci sides of a building shall be designed with the same finished quality as the front facade.
4.2 All materials and finishes shall be complimentary to existing colors, iexiures and forms.
4.3 Recommended matcrials for walls include brick, stucco, wood, and sione.
4.4 Roofs may consist of slate, tile, aluminum/metal roofing, or dimensional shingles or shakes.

### 5.0 Site Wails and Fences:

5.1 All site walls shali be constructed with brick, stucco, or natural stone on ail exposed surfaces. Walls must be capped with brick. stone or precast concretc.
5.2 Fence materiais may include wood, aluminum, and wrought iron. Chain link fences are prohibited.
5.3 A wall or ferice shall have sufficient "openness" to ensure that appropriate sunlight. ventilation and visibility is provided. However, screen walls and retaining walls shall be solid.

### 6.0 Pedestrian and Vehicular Paving:

6.1 Tyoical oedestrian walkwavs located in marking lots and along strents ohnuld enocict of broom-finish concrete.

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6.2 Pedestrian crossings, arrival areas, promisient walkways, courtyards and breezeways shail consist of paving with a stronger emphasis including brick, stone, concrete and iile pavers, stamped or patterned concrere, wood, and exposed aggregate paving.
6.3 Recommended vehicular pavement types are listed below:

- local streets, lanes, alleys, driveways and parking lots - concrete and asphait
- arrival areas, vehicular courts and other areas of heightened emplasis - brick, stone, concrete pavers, stamped or patterned concrete and exposed aggregate pavement
- overflow parking areas and emergency vehicular access lanes - turf block grass pavement


### 7.0 Signage:

7.1 All signage locations, text, materials and dimensions shall adhere to the requirements sct forth by the St. Johris County Sign Ordinance together with the Miaster Signage Design Standards tior Saint Johns.
T.2 Entry monuments and signs shall be consistent with the architectural materials, style and scale of the building is serves.
7.3 When more that one sign is used for a single building, the text, materials and style shoulc be consistent.
8.6 Buiiding and Site Lighting:
8.1 Site lighting should be provided along all streets, sidewalks, parking lots, common courtyard, parks, plazas and oiher areas of high pedestrian use,
8.2 Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.
8.3 Light fixtures shall be consistent in style and size with adjacent architecture and surrounding site elements.
8.4 Areas to be lit should have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and colo:. High design areas such as building facades, entries and walkways should rereive the highest priority.
8.5 Landscape lighting shali be of iou-ievel illumination with tones and colors that enhance the look of the plant matcrial. Fixtures and light source shali be concealed.

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### 9.0 Landscape Design-= General Considerations:

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9.1 The preservation and/or relocation of existing specimen hardwoods or other desinable materials is strongly recommended.
9.2 The landscape plan shouid complement the architectural style and emphasize desirable views.
9.3 The planting design shall be simple and elegaint utiiizing large numbers of limited varieties of plant materials.
9.4 The form, color, texture and mature size of eacin plant should be considered in compesing beds that compliment surrounding natural and man-made materials.
9.5 Special emphasis plantings stould be reserved for arrival areas, plazas and courtyards,
9.6 The use of raisec planters and trehises in plazas and courtyards is desirable for providing shade and visual interest.
9.7 Screen or buffer planting consisting of a layering of opaque plant materials is preierred

### 10.0 Cemmon Area/ Community Park Plantang:

10.1 Planting design shouid accommodate adequate lawn area for active recreational play.
10.2 Flant palette shall include a large quantity of mature trees for shade and enclosure.
10.3 Both planting design and material should reflect the architecturai style and character of the community for which it is provided.

## H1.0 Lake Edge Planting:

11.1 Ail lake edge plantings shall consist of plant materials indigenous to wet or moist soil conditions.
11.2 Trees and large shrubs shall be grouped in masses that create desired views across the lake and mantain a consistent and naturalistic shoreline planting design.

### 12.0 Preservation Edge Phanting:

12.1 Planting design shall provide for a naturaiistic transition from the Prescryations Areas to the newly landscaped areas and built areas of the site.
12.2 Trees and shrubs shail be grouped in masses to blend and extend the natural woodland edge.

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## APPENDIX

### 1.0 Architectural Typology/ Imagery

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### 2.0 Recommended Plant Palette

| Commen Name Trees | Botanical Name |
| :---: | :---: |
| Red Mapie | Acer rucrum |
| Loquat | Eriobotrya japonica |
| Loblolly Bay | Gordonia lasianthus |
| Dahoon Holly | ilex cassine |
| Yaupon Holly | Ilex vomitoria |
| Sweet Gum | Liastidambur styracifıua |
| Southern Magnolia | Magnolia grandiflora |
| Black Gum | Nyssa sylvatica |
| Slastip Pine | pinus allotii |
| Loblolly Pine | Pinus taedra |
| Laure! Oak | Quercus laurifolia |
| Shumard Oak | Quercis shumardii |
| Live Oak | Quercus virginiana |
| Weeping Willow | Salix babylonica |
| Bald Cypress | Tarodium distichum |
| Drake Elm | Ulmus pervifolia 'Drake' |
| Chasie Tree | Vitex agnus-castus |
| Shrabs |  |
| Glossy Abelia | Abelia grandiflora |
| Japanese Boxwood | Buxus microphylla |
| Clerya | Clerya japonica |
| Pineapple Guava | Feijoa sellowiana |
| Cape Jasmine | Gardenia jasminoldes |
| Yaupon Holly | Ilex cornuta |
| Dwarf Yaupon Holly | llex vomitora 'Nanc' |
| Lantana | Lantana camera |
| Privei | Ligustrum sp. |
| Oleander | Nerium oleander |
| Fragrant Tea Olive | Osmanthus fragrans |
| Japanese Pitosporum | Pittosporum tobira |
| Indion Lno..tinnm |  |
| Azaica | Rhododendron sp. |
| Sandankwa Viburnum | Viburnum suspensum |

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## Preliminary Plan Submission

- Schematic Site Plan illustrating:
- Layout of buildings, parking, drives, and amenity / common area features
- Preliminary site grading
- Neighborhood plan summary including the number and size of dwelling units and / or lots as well as the right-of-way width(s) of roads.
- General nctes regarding all easements, neighborhood sidewalks, maintenance areas and commanity amenities.
a Schematic Landscape Flan illustrating:
- Preliminary landscape design
- Preliminary plant paletie including quaniiiy and sizes
- General notes regarding irrigation, quality! grade of planit material. landscape
- screening and other pertinent factors
a Survey of existing hardwood trees
a Samples, photographs and cui sheeis of matcrials used for buildings, site walls, signage, paving and other design elements
- Renderings, photographs and mociels used to convey design
Final Plan / Construction Document Submission
- Site Layout Plans / Hardscape Pians
- Grading / Drainage Plans
- Utíity Plans
- Irrigation Plans
- Landscape Plans
- Bu lding Floor/Roof Plans
- Plans for Buildings / Residential Dwelling Units
- Architectural Elevations / Sections
- Hardscape, Landscape and Building details
- Standards Specifications for dill components of design

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# SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL (PARCEL 16) 

This Suppiementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residental is made this $\qquad$ day of July, 1997, by SJH PARTNERSHIP, LTD., a Florida limited partnership ("Developer"), having an address of 3370-I International Golf Parkway, St. Augustine, Florida 32092.

## RECITALS:

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Sainy johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by the First Amendment to Deciaration of Covenants and restrictions for Saint Johns - Northwest Residential and which is recorded in Official Records Book 1198. page 872, both of the public records of St. Johns Courty, Florida (collectively, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;
B. The Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), and desires to subject the Property to the terms,
 of the Declaration.

NOW THEREFORE, the Developer hercby declares as follows:

1. Submission of the Property to Declaration. All of the Property and any portion thereot shall hereafter be held, transferred, sold, conveyed and occupied subject to al! covenants, restrictions, easements, charges and liens, and all other matters set forth in the Declaration. All defined terms contained ia this Supplementary Declaration shall have the same meanings as such terms are defined by the Declaration.
2. Effective Date. This Supplementary Declaration shall become effective upon its recordation in the current public records of St. Johns County, Florida.
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IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:


SHH PARTNERSHIP, LTD., a Florida limited partnership

By: SJ MEMPHIS, LTD., a Florida limited partnership, its general partner


STATE OF FLORIDA- ) county of Shelby )

The foregoing instrument was acknowledged before me this

1997. by LOUIS BAIONI, the President of St. Johns Harbour, Inc., a Florida corporation, the general partner of S.J Memphis, Ltd., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida iimited partnership, on behalf of the partnership.


[^8]NORTHWEST PARCEL 16
A PART OF THE ANTIONIO HUERTAS GRANT, SECTION 38. TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS CCUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED -AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 44; THENCE SOUTH $144^{\circ} 55^{\prime 5} 52^{\prime \prime}$ WEST ALONG THE WEST LINE OF SAID SECTION 44, A DISTANCE OF 7123.49 FEET; THENCE SOUTH $53^{\circ} 13^{\circ} 38^{\prime \prime}$ EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERIY RIGHT-OFWAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50. $29.50^{\circ}$ EAST ALONG SATD NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH $44^{\circ} 29^{\circ} 54^{\circ}$ EAST CONTINUING ALONG SAID NCRTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEFT TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A FADIUS OF 50.00 FEET; THENCE NORTHERLY LEAVING SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARYNG OF NORTH $00^{\circ} 30.06^{*}$ WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH $45^{\circ} 30^{\circ} 05^{\circ}$ WEST CONTINUING ALONG SAID RIGHT-OFWAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CGRVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHEESTEFLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 261.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEERING OF NORTH $31.53 .4 \%^{\prime \prime}$ WEST AND A CHORD DISRANCE OF 258.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18.17.27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 225.47 feer to the point of Curve of a curve, CONCAVE EASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 266.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $04^{\circ} 25^{\prime} 50^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 263.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHLRLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 108.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEARTNE OF NORTH OG.00'19" EAST AND A CHORD DISTANCE DF 108.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLX HAVING A RADIUS OF 50.00 FEET: THENCE NORTHWESTERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE Of royal pines parkway and along the arc of jaid curve, an arc DISTANCE OF 90.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51*11.53" WEST AND A CHORD DISTANCE OF 78.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 77.01.2." WEST, A DISTANCE OF 28.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RȦDIUS OF 186.77 FEST; THEIVCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARTNS OF SOUT: 80.11.21" WEST AND A CHORD DISTANCE OF 20.63 FEET TO A ROINT OF REVERSE CURVE OF a curve, comcave southeasterly having a madius of 450.00 fee'r; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN AKC DISTAMCE OF 200.15 FEET, SAID ARE BEING SUBTENDED BY A CHORD BEARING OF SOUTH $70^{\circ} 36^{\circ} 50^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 195.50 FEET TO A POINT

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of reverse curve of a curve, said cupve being concave NORTHEESTERLY HAVING A RADIUS OF 930.00 FEET; THENCE SOUTHWESTERLY along the ari of said curve, an arc distance of 76.13 feet, said ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $60^{\circ} 13^{\prime} 01^{*}$ WEST AND a ChORE DISTANCE OF 76.11 fEET TO A POINT ON. SAID CURVE; THENCE SOUTH $15^{\circ} 17.38^{\circ}$ WEST, A DISTANCE OF 231.55 FEET TO A POINT ON A NORTHERLY LINE OF CONSERYATION EASEMENT NUMBER 29; THENCE ALONG SAId CONSERVATION EASEMENT NUMBER 29 RUN THE FOLLOWING 62 COURSES: COURSE NO. 1) SOUTK 87.30'33" WEET, A DISTANCE OF 14.65 FEET; COURSE NO. 2) SOUTH $28^{\circ} 11^{\prime} 00^{\prime \prime}$ WEST, A DISTANCE OF 35.63 FEET; COURSE NO. 3) SOUTH $44^{\circ} 11^{\prime} 34^{\circ}$ WEST. A DISTANCE OF 36.28 FEET; COURSE NO. 4) SOUTH $26^{\circ} 24^{\prime} 30^{\circ}$ WEST, A DISTANCE OF 25.73 FEET; COURSE NO. 5) SOUTH $62.47 .42^{\circ}$ WEST, A DISTANCE OF 23.67 FEET; COURSE NO. 6) SOUTH 08.01.35" EAST, A DISTANCE OF 27.57 FEET; COURSE NO. 7) SCUTH $54.20 .45^{\prime \prime}$ WEST, A DISTANCE OF 25.41 FEET; COURSE NO. 8) NORTH 41.03.17" 05*41.44* 24.28.57" $71.08 \cdot 00^{\prime \prime}$ 78.10.27" $68^{\circ} 00^{\circ} 46^{\prime \prime}$ $36^{\circ} 00^{\prime} 02^{\prime \prime}$
$79^{\circ} 00^{\prime} 10^{\prime \prime}$ $79.00 \cdot 10^{\prime \prime}$
$35.49 .12^{\prime \prime}$ $35^{\circ} 49^{\prime} 12^{\prime \prime}$
$55^{\circ} 09^{\prime \prime}$
$54^{\prime \prime}$ 50.28.04" $84^{\circ} 34^{\circ} 19^{\prime \prime}$ 87.35.25" 43.37.54" $82.08 .50 "$

80.25 .07 | $80^{\circ} 25 \cdot 07^{\prime \prime}$ |
| :--- |
| $59^{\circ}$ |
| $14.31^{\prime \prime}$ | $41^{\circ} 06.52^{\prime \prime}$

$63.31 .46^{\prime \prime}$ 10.94 .23 " 07.16.07* 35.42.04" 11.14.16" 79.47.16. 04.0E.41* EAST', A DISTANCE OF 21.49 34.54.12* WEST, A DISTANCE OF 18.46 FEET:
 05.07.30" WEST, A dISTANCE OF 26.77 F $13.55 .03^{\circ}$ EAST, A DISTANCE OF 22.09 FEET;
$33^{\circ} 11.49^{\circ}$ WEST, A DISTANCE OF 27.99 FEET; $\begin{array}{llllll}33.11 .49 " & \text { WEST, A DISTANCE OF } & 27.99 & \text { F } \\ 02.95 .28 " & \text { EAST, A }\end{array}$ 59.17.13* WEST, A DISTANCE OF 25.03 A $\begin{array}{lllll}15.43 .42 * & \text { EAST. A DISTANCE OF } & 16.27 & \text { F } \\ 69.03 .45 * & \text { WEST, A DISTANCE OF } & 25.45\end{array}$ $\begin{array}{lllllll}78 \cdot 40 \cdot 29 " & \text { WES', } & \text { A DISTANCE OF } & 31.22 & \\ 79 \cdot 39.55 " & \text { WEST, } & \text { DISTANCE } & \text { OF } & 31.27 & \end{array}$ $38 \cdot 00 \cdot 11 "$ WEST, A DISTANCE OF 31.27 DISANCE OF 25.57 F


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|  | EAST |  | DISTA |  | 27.06 | FEET | COURSE | NO |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | A | DISTANCE | OF | 18.10 | FEET; | COURSE | NO | 50) |  |
| 60*59.23" |  | A | distance | OF | 20 |  | COURS | NO | 51) |  |
| 40.10* | WE | A | DIS |  |  |  |  | NO | 52) |  |
| 47 | WEST | A | DIST | OF | 21.69 | EET | OURS | NO | 53 |  |
| 49*21.25* |  | A | distance | OF | 19.48 | , |  |  | 54 |  |
| 0.42.07" |  | A | DIST | OF | 24.32 | EET | COURS | H0. | 55 |  |
| $33 \cdot 28$ | WEST | A | DISTANCE | OF | 14.03 | FEET | COTJRSE | NO | 56) |  |
| 73.58.55* | WEST | A | DISTANCE |  | 20 | FEET | course | NO | 57) |  |
| 45'5 | w | A | distance | OF | 15 | - | U | NO | 58) |  |
| 28.26* | WES | A | distance | OF | 13.59 | FEET | COURSE |  | 53) |  |
| 2 |  | A | DISTANCE | OF | 17.17 | FEET | COURSE | NO | 60) |  |
| .09* | WEST, | A | distance | OF | 1002.99 | FEET; | course | NO. | 61) |  |
| 46 |  | A |  |  | 08.8 |  |  | NO. | 62) |  |
| - | EA | A. |  |  | 505.46 |  |  |  |  |  | WEST LEAVING SAID CONSERVATION EASEMENT NUMBER 29, A DISTANCE OF 6!. 78 FEET TO A POINT ON A. CLRVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 214.04 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 302.54 FEET, SAID ARC BEING SUBTEREDED BY A CHORD BEARING OF NORTH 07.56.38" WEST AND A CHORD DISTANCE OF 277.98 FEET TO THE POINT OF KEVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE FASTERLY HAVING A RADIUS OF 102.14 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NOR ${ }^{\prime}$ H $08^{\circ} 2 \mathrm{I}^{\prime} 19^{\prime \prime}$ EAST AND A CHORD DISTANCE OF 170.93 FEET TO THE PC:NT OF TANGENCY OF SAID CURVE; THENCE NORTH 65.08.54* EAST, A DISTANCE OF 16.36 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORIHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NOKTH 33.48.37. EAST AND A CHORI DISTANCE OF 104.02 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTYRLY HAVING A RADIUS OF 275.00 FEET; THENCE NORTHEASTERI, Y ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 143.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17.25.07" EAST AND A CKORD DISTANCE OF 141.85 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 59.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15.16.02" EAST AND A CHORD DISTANCE OF 38.80 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY having a padius of 91.50 feet; mhence northeasterly along the arc OF SAID CURVE, AN AKC DISTANCE OF 167.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARTNG OF NORTH $50.30 \cdot 27{ }^{\prime \prime}$ EAS'T AND A CHORD DISTANCE OF 144.87 feet to the point of reverse curve of a curve, SAID CURVE EEING CONCAVE NURTHERLY HAVING A RADIUS OF 450.00 FEET. THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 182.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 68.47.59* EAST AND A CHORD DISTANCE OF 181.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $79^{\circ} 3^{\prime} \mathbf{j}^{\prime 17 "}$ EAST, A DIETANCE OF 96.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SUUTHWESTERLY HAVING A RADIUS OF 100.00 fEET: thence SOUTHEASTERLY ALONG THE ARC CF SAID CURVE, AN ARC DISTANCE OF 134.03 FEET, SAID AKC BEING SUETENDED BY A ChORD BEARING OF SOUTH 62.02.52" FAST AND A CHORD DISTANCE OF 124.22 FEET TO THE IOINT OF

TANGENC: OF SAID CURVE; THENCE SOUTH 23.39.01* EAST, A DISTANCE OF 72.57 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHERLY ALONG THE AKC OF SAID CURVE, AN ARC DISTANCE OF 103.54 FEET, SAID
 A CHORD DISTANCE OF 103.02 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 187.42 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $43^{\prime} 03^{\prime}$ 43' $^{\circ}$ WEST AND A CHORD DISTANCE OF 273.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE WEST, A DISTANCE OF 53.38 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SUUTHEASTERLY HAVING A RADIUS OF 60.00 FEET;- THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45*00.00" WEST AND A CHORD DISTANCE OF 84.95 FEET TO THE PUINT OF TANGENCY OR SAID CURVE; THENCE DUE SOUTH, A DISTANCE OF 21.05 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 86.38 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 192.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $63^{\circ} 48^{\prime 4} 43^{\circ}$ EAST AND A CHORD DISTANCE OF 155.03 EEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 134.05 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77'26.44" EAST ANL A CHORD DISTANCE OF 205.91 FEET TO THE POINT OF REVERSF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING i RADIUS OF 485.00 FEET'; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 97.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $33^{\circ} 00^{\prime \prime}$ 4 $^{\circ}$ EAST AND A CHORD DISTANCE OF 97.11 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 293.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14.44.02" EAST AND A CHORD DISTANCE OF 284.99 FEET TO THE POINT OF reverse curve of a curve, said curve being concave easterly having A RADIUS OF 399.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD EEAKING OF SOUTY $01.59 .45^{\circ}$ WEST AND A CHORD DISTANCE OF 101.32 feet to the point of tangency of said curve; thence souty 05 .17.54* EAST, A DISTANCE OF 127.23 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 130.00 FEEF: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.87 FEET, SAID ARC BEING SUBTENDED EY A CHORD BEARING CF SOUTH $45^{\circ} 47.55^{*}$ WEST AND A CHORD DISTANCE OF 202. 33 FEE' TO THE POINT OF COMPCUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORPHEASTERLI HAVING A RADIUS OF 329.72 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.19 EEET, SAID ARC BEING SUBTENDED BY A CHCRD BEARING OF NORTH $71^{\circ} 11^{105 *}$ WEST AND A CHORD DISTANCE OF 136.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $59^{\circ} 15.54^{\circ}$ WEST, A DISTANCE OF 2.88 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 196.46 EEET: THENCE NORTHWESTERLY ALONG THE ARS: OF SATD CMAVE, AN ARC DISTANCE OF 111.10 EEET, SAID ARC BEIN:; SUBTENDED B' A CHORD EEARING OF NORTH 75.27.58" WEST AND A CPORI

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DISTANCE OF 109.63 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTAEASTERLY HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 219.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59.46.17* WEST AND A CHORD DISTANCE OF 210.37 FEET TO THE FOINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 367.92 FEET: THENCE SOUTHWESTERLY along the arc of said curve, an arc distance of 173.31 feet, Said ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTK $44^{\circ} 42^{\circ} 15^{\circ}$ WEST AND A CHORD DISTANCE OF 171.71 EEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NOKTHEASTERLY HAVING A RADIUS OF 92.50 FEET; TRENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 272.34 FEET, SAID ARC BEING SUBTENDEL BY A CHORD BEARING CF SOUTH $26^{\circ} 08^{\prime \prime} 49^{\circ}$ EAST AND A CHORD DISTANCE OF 184.10 FEET TO THE FOINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1334.18 FEET; THENCE NCRTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64.32.14" EAST AND A CHORD DISTANCE OF 231.19 FEET TO THE POINT CF REVERSE CURVE OF A CURVE, SAID CUKVE beIng CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 480.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 705.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEAKING OF SOUTH 78.18.07" EAST AND A. CHORD DISTANCE OF 644.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADTUS OF 250.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 343.02 FEET, SAID ARC BEING SUB'TENDED BY A CHORD BEARING OF SOUTH $75{ }^{\circ} 28^{\prime \prime} 41^{*}$ EAST AND A CHORD DISTANCE OF 316.74 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE EEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $85^{\circ} 55^{\prime 3} 33^{\circ}$ EAST AND A CHORD DISTANCE OF 120.67 FEET to the point of reverse curve of a curve, said curve being concave NORTHWESTERLY HAVING A PADIUS OF 70.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $46.10 .08 *$ EAST AND A CHORD DYSTANCE OF 136.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $30 \cdot 33^{\prime 0} 01^{\prime \prime}$ WEST, A DISTANCE OF 45.06 FEET; THENCE SOUTH 86.25.04" EAST, A DISY'ANCE OF 154.11 FEET: THENCE NORTH 81. $33.31^{\prime \prime}$ EAST, A DISTANCE OF 150.76 FEEI' TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 50.00 ZEET; THENCE NOPTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.95 feET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11.12.50* WEST AND A CHORD DISTANCE OF 8.94 FEET TO A POINT ON SAID CURVE, SAID point also being on a curve, SAID CURVE betng in the AFORESAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES EARKWAY, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL Pines PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 206.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07.52.51" EAST AND A CHORD DISTANCE OF 206.01 FEET TO THE POINT OF REGINNING.

CONTAINING 44.34 ACRES MORE OR LESS.

# DECL.ARATION OF COVENANTS AND RESTRICTIONS <br> FOR <br> <br> TURNBERRY AT SAINT JO:ANS 

 <br> <br> TURNBERRY AT SAINT JO:ANS}

THIS DECLARATION is made this /, day of November, 1997, by Turnberry Developers, Ltd. hereinafter called "Deveioper".

## RECITALS

A. Developer is the owner of that certain real property (the "Property") located in St. Johizs Coiniz', Pluiida, aind mote particula-ly described in Exhibit " $A$ " attached hereto and made a part hereof.
B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Froperty shall be single-family dwellings and shall be developed and maincained as part of a residential development of superior quality, architectural design and condition
C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enioyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and mainterance of the Property and the improvements thereon, Develope: desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.
D. To provide for the efficient management of the Property, Developer deems it desirable to create a nopprofit asscciution. The Assosiation, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas, as saic term is hereinafter defined, localed witiin the Properiy and shall administer and enforce the covenants, conditions, restricions and limitations hereinater set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments bereinafter created. The operation, maintenance and administration of the Master Drainage/Surface and Stormwater Management System including Lake Tract C, as describet in the Plat of Turnberry at Saint Johns - Unit One, is the responsibility of the Saint johns Northwest Master Association as provided in the Northwest Master Declaration and Tumberry Association. as hereinafter provided.

## DECLARATION

NOW, THEREFORE, Developer hereby declares that the Propenty shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafer referred to as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property, or any part hereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, including Developer.

## ARTICLE I

## DEEINITIONS

The following definitions shall apply wherever the capitalized terms appear in the Declaration:
(a) "Additional Property" means any land within St. Johns County which is adjacent to or contiguous with the Property, and which, upon annexation, shali form an iniegrated comnriunity with the Property. Additional Property may be annexed by recording in the public records as supplement declaration subjecting such Additional Property to the Deciaration in the manner hereinafter specified; provided, however, until such Additional Property is subjected to the Declaration, this Declaration shall noi constitute a lien, encumbrance or defect on the title of the Additional Property, and shall in no way effect the conveyarse or transfer of such Additional Property. Without limiting the generality of the foregoing, that property described in Exhibit E hereto, or any portions thereof, upon annexation, qualifies as "Additional Froperty."
(b) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof.
(c) "Arcinitectural Guidelines" sinall mean and refer to those guidelines and rules promulgated by the ARB as may be modified from time to time by najority vete of the Board of Directors. The Architestural Guidelines shall be binding upon ail members of the Association.
(d) "Association" shall mean and refer to Turnber,y Association, Inc., a Florida not-forpronit corporation, its successors and assigns.
(e) "Association Articles and By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time.
(f) "Association Rules and Regulations" shall mean and refer to the rules, regulations and poiicies adopted by the Board of Directors, as the same may be amended from time-to-time.
(g) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
(h) "Charges" shall mean and include all General, Special and Lot Assessments and all other fines, penalties or sums owed pursuant to this Declaraticn.
(i) "Common Area" or "Cormmon Areas" shau mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjosment of all of the Owners and including, without limitation, (i) streets, (ii) any recreation areas
designated on the Plats, (iii) the Property entrance signage/landscaping and (iv) areas and/or facitities pertaining to the Master Drainage/Surface and Stormwater Management Systerr.
(j) "Developer" shall mean axd refer to Turnberry Developers, Itd., or sucn other entity ouming ail or a portion of the Property which has been specifically assigned the rights of Developer hereunder or any other assignee which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot.
(k) "Desiaration" shail mean and refer to this Declaration of Covenants and Resurictions for Turnberry at Saint Johns.
(l) "Family" shall mean and refer to a social unit consisting of parent(s) and children that they rear.
(m) "Generaí Assessment" shall mean and refer to an assessment required of all Owners, as firther nowided in Article V entitle "Covenants for Maintenance Assescmerts" ond alse:بhere in this Declaration.
(i) "Guest"shall mean and refer to a social guest of an Owner. However, any person residing on any portion of tie Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.
(o) "House" sinall mean and refer to any single-farmily residential dwelling constructed or to be constructed on or within any Lot.
(p) "Lot" shali mean and refer to any plot of land intended as a site for a House, whether or act the same is then shown upon any duly recoried subdivision plat of the Property. In the event that a plat of the Froperty is recorded, "Lot" shall mean and refer to any plot of land designated as a lot on said plat and to any resubdivided or replatted lot created pursuant to Aricie VII, Sertion 24.
(q) "Lot Assessment" shell mean and refer to any assessment charged to a particular Owner pursuant to this Derlaration for services and costs wbich relate specifically to that Owner's Lot.
(r) "Master Diainage/Surface and Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmentai degradation, and water pellution or otherwise affect the quantiry and quaiity of discharges from the system, as perwined pursuant to Chapters $40 \mathrm{C}-4,40 \mathrm{C}-40$, or $40 \mathrm{C}-42$. E.C.A., as amended from time to time. It shall further mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the Property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention'retention lakes and ponds and other improvements which constitute the system, (2) drainage facilities appurterant to said basins, (3) all lakes. littoral areas, swales, underdrains, culverts, and fitration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage, iisgress and egress, in order io properiy operate and maintain the system and (5) any other properties hereafter acquired by the Association which are necessary in connection with the opcration and maintenance of the system.

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(s) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles or Bylaws.
(t) "Mortgage" shail mean any bonafide first mortgage encumbering a Lot as security for the performance of an obligation.
(u) "Northwest Master Declaration" means the Declaration of Covenants and Restrictions for Saint Johns-Northwest Master recorded in Official Records Book 1185, page 595, public records of St. Johns County, Florida, as amended from time io time, which governs the Property.
(v) "Nortinwest Residencial Declaration" means the Deciaration of Covenants and Restrictions for Saint Johns-Northwest Residential recorded in Official Records Book 1185, page 740, public records of St. Johns County, Florida, as amended from time to time, which governs the Property.
(w) "Owner" shall mean and refer to the record owner. whether one or more persoas or entities, of the fee simple title to or life estate in any Lot. Owner shall not include those heving an inierest merely as security for the performance of an obligation.
(x) "Permitted Vehicles" shall mean functionai passenger automobiles, vans, motorcycles, sport-utility vehicles and trucks of one-half ton capacity or less.
(y) "Plat of Tumberry at Saint Johns-Unit One" means the plat of the Property as recorded in Man Book 33, pages 14 through 22 inciusive, in the public records of St. Johns County, Florida, as the same :nay hereafter be amended or replatted from time to time.
(2) "Plats" mean the Plat of Turnberry at Saint Johns-Unit One and all otner plats of Additional Property if and when such Additional Property is hereafter annexed pursuant to the Declaration.
(aa) "Property" shali mean and refer to that certain real property described in Exhibit "A" and Additional Property annexed pursuant to this Declaration.
(bb) "Saint Johns Northwest Master Association" shall refer to that not-for-profit Florida corporation created pursuant to the Northwest Mastar Declaration, as amended from time to time, which governs the Property.
(cc) "Saint Johns Northwest Residential Property Owners Association" shall refer to that not-for-profit Florida corporation created pursuant to the Northwest Residential Declaration, as amended from time to time, which governs the Property.
(dd) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article $V$ hereof.
(ee) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House corstructed on such Lot and shall inclide all landscaping. improvements and decorative and functional appurtenances thereon.

## ARTICLEII

QWTEKSEIT AND MEMEERSHIP
Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 2. VotingRivhts. The Association shall have two classes of voting memixership.
(a) Class $A$. So long as there is Class $\mathcal{B}$ membership, Class $A$ members are all Owners, except Developer. Class A members are entitied to one vote for each Lot owned. Uipon termination of Class B membership, Class A members will be all Owners, including Developer so tong as Developer is an Owner. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for sucih Lot shall be exercised as they determine by written designation to $:$ : . . aciation, but in no event shall more than one vote be cast with respect to any L.ot
(b) Class B. The Class B member is Developer, who is entiuicd to four (4) wotes for each Lot it owns. The Class B membership will cease and convert automatically to Class A membership on the first to occur of the following events: (i) when the total votes outstanding in the Class A menibership equal the total votes outstanding in the Class B membership; or (ii) seven ( 7 ) years from tine recording cate of this the Declaratuon. Upon ceasation and conversion of Class B membership, all provisions of the Declaration or the Association Articles and By-Laws referring to classes of memiership will de of no further force and effect. The control of the Association (with the exception of certain ARB provisions) shall be tumed over to the homeowners on January lst of the calendar year following the year in which the Class B membership ceases, or whenever the Developer elects to terminate its contro: of the Asseciation, whichever shall first occur.

## ARTICEE III

## OWNER'S KIGHTS

Section_ Title ic Common_Areas and Ouner's Easements of Enioument. The Develuper will convey or cause to be conveyed to the Asscciation the title to the Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of this Declaration, the Association Articles and By-Laws, Association Ruies and Regulations and the following provisions:
(a) The right of the Association to charge assessments and other fees for the maintezance and security of the Common Areas and the facilities and arvices provided to Owners as described herein.
(b) The right of the Association to adopt ruie, ard reguiations goveming the manner and extent of use of the Common Areas and the personal conduct of the Members and their Guests.
(c) The right of the Association to dedicate or transfer ali or any part of the Common Areas to any public agericy, authority or utility (public or private) for Fcblic or utility purposes.
(d) I he right of the Association to mortgage all or any part of the Common Areas, but only with the approval of $2 / 3$ rds of the Members.
(e) The right of Developer or the Association to grant and reserve eascments and right-ofways through, under, over and ecross the Common Areas.
(f) The rignt of Developer or the Association to acquire, extend, terminzie or abandon easements.
(g) The Association's right to (i) suspend any Owner's right to use the Common Areas fo: any period during which any Charges against such Owner's Lot remains unpaid and (ii) to
suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days and/or to levy fines, to be set from time to time by the Board of Directors, for any moterial infraction of the Asscciation Rules and Regulations, as determined by the Board of Directors.
(h) The Association shall, if requested by Develop and with the approval of St. Jchns River Water Management District to the transfer of the Master Drainage/Surface and Storm Water Management System permit from the Developer to the Association, accept the transfer of said permit.
(i) The Associaion, together with Saint Johns Northwest Master Association, shall be responsibie for the maintenance. operation and rupair of the Master Drainage/Sufface and Stormwater Managemeni Systen. Maintenance of the Master Drainage/Surface Water and Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater managereent capabilities as permitted by the St. Johns River Water Management District. The Association, together with Saint Johns Northwest Master Association, shall be responsible for such maintenance and operation from the time it is substantially complete and put into use by Deveioper. Any repair, reconstruction or modification of the Master Drainage/Surface and Stormwater Management System shall only be as permitted and approved by the St. Johns River Water Management District.

Section 2. Assignment ofRight. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration, the Assccistion Articles and By-Laws and Association Rules and Regulations. but no other assignment is permitted.

Section 3. Destruction of Facililies. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or cestroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Fanily as a result of any of their negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a gwod and workmanlike manwer in conformance with the original plans and specifications for the area inveived or as the area may have been modiised or altered subsequently by the Association. The costs for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment, to be repaid by Owner upon receipt of an invoice from Association or Developer.

Section4. Transfer oficile. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has compleied all improvements thereto. Upon such completion, Deveioper hereby covenants that it will convey the Common Areas to the Association, subject to easements and restrictions of record and applicable governraentai permits and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer will not te responsible for repairs, replacement, or additions to the Commor. Areas after the time of conveyance. However, Developer reserves the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping creation of new easements or modifications of pre-existing easements or to exercise any other rights provided for elsewhere herein.

## ARTICLEIV

## ASSOCIATION

Section-1. Geceral. The duties and pewers of the Association shall be those provider by law and as set forth in this Deciaration or the Association Articles and By-Laws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association or this Declaration. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the juigement of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions ard limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Master Drainage/Surface and Stormwater Management System, (iii) administer and enfore the easements piovided for in this Deciaration, (iv) make, collect and disburse the assessments created in this Declaration, and ( $v$ ) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

Section 2. Services. The Association may employ or contract with one or more third parties for the performanse of all or any portion of the Assuciation's responsibilities hereunder.

## ARTICLE V

## COVENANTS HOR MANTENANCE ASSESSMENTS

Section - CreationofLien and Personal Obligations. All Charges, together with interest and costs of collection winen delinquent, shall be a charge and continuing lien upon the Lot against which the Charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the tirre when the Charges were levied or incurred, and of each subsequent Owner. Every Owner, excluding Developer, of a Lot, by acceptance of a deed therefor. whether or not it shall be expressed in such deed, shail be deemed to covenant and agree to pay to the Association the Charges established or deseribed in this Declaration or in the Association Articles and By-Laws, including those Charges assessed prior to his closing on the Lot unless Buyer has obtained a certificate from the Association that no such Charges are unpaid. No diminution or abatement of ary Charges shall be allowed by reason of any alleged failure of the Association to perform any fumction required of it, or any alleged negligent or wrongful act of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation io pay such Charges being a separate and independent covenatity each Owner.

Section 2. Annuai Generaldssessment. Each Lot within the Property is subjeci to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Master Dasinage/Surface and Stormwater Management System, if obligated by assignment of the Stormwater Management permit, the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Buard of Directors by a majority voie shall set the annual General Assessments at a level sufficient to meet tine Associations obiigations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessments for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date

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or dates that the Gerisral Assessments shall become due, and may provide for collection of General Assensments annuatly or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Bcard of Direitors and be declared immediately due and payable in full.

Section_3. Special Assessments- In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Commor Areas or Master Drainage/Surface and Stormwater Management System, including fixtures and personal property related thereto.

Section 4. Lot Assessments. The Association may levy in any assessment year a Lot Assessment against a particuiar Lot for the purpose of defraying, in whole/or in part, the cest of any constuction, reconstruction, repair or replacement of a capital improvement upon the specific Lot. or any other maintenance or special services provided to such Lot or its Owner, the cost of which is chargeable to such Lot and/or Owner and is not included in the General Assessment.

Section 5. CommencementefGeneral Assessments. The General Assessments provided for herein shall commence as to each Lo: on the day of conveyance by Developer.

## Section. 5. Effect of Nonpayment and Remedies of the Association.

(a) Any Charges not paid withir, fifteen (15) days after the due date shall be subject to a late fee as cetermined from time-to-ime by the Roard of Directors and shall bear interest at a rate of eighteen percent ( $18 \%$ ) per annum until paid.
(b) Ail Charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (inciuding reasonable attorneys' and legal assistant fees and costs, whether suit is filed or not, and if filed, through all appellate levels and/or administrative or agency proceedings) shall become a lien on such Let from and after the date of recording a claim of lien in the public records of St. Johns County, Florida. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorneys' fees incurred in any such action shall be awarded to the prevaiiing party. The lien provided for in this Section shall be in favor of the Association. The Association shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.
(c) The lien of the Charges, provided for herein shall be inferior and subordinate to the lien of any Mortgage placed upon any Lot so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of a Lot pursuant to foreciosure of such Mortgage, or any proseeding in lieu of foreclosure, shall extinguish the lien of such Cinarges as to payments which became due prior to such sale or transfer, however, any party taking title to a Lot pursuant io Morigage foreciosure, or any proceeding in lieu thereof, siaill be hiabie for any Charges which become due after such asquisition. Any Charges which are waived by virtue of a party taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Class A Members as an Association expease.

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Section 7. Certificate. The Treasure: of the Association or any other officer authorized by the Association, upon written demand of any Owner Lable for Charges, shall furnish to such Owner a certificate in writing signed by such Treasurer or other officer, setting forth whether there are any outstanding Charges against the Loi-

## Section 8. Budget.

(a) Except for the first $\bar{j}$ ear which is a parial year, the fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.
(b) The Association shall determine the budget for the first year.
(c) Pursuant to the Association Articles and By-Laws, the Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out is responsibilities and obligations ircluding, without limitation. the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder, provided however, that the maximum Arnual General Assessment may not be increased more than fifteen ( $15 \%$ ) persent above the maximum Annuai General Assessment for the immediately previous year, umless approved by two-thirds (2/3) of eaci class of those Members present in person or by proxy and voiing at a meeting duiy convened as provided hereunder. Such oudget shall also include such reasonabie amounts as the Board of Directors consider necessay to provide for reserves for replacements. The Board of Directors shail send each of its Members a copy of the budget, in a reasonable itemized form, which sets forth the amount of the Assessments payable by each of its Members. Each budget skall constitute the basis for determining each Owner's General Asscssment as provided herein.
(d) The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay any Assessment, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the immediately previous fiscal period in the manner such payment was previously due until notiñed otherwise.

Section9. Working Capital Fund. The Association shail establisin a working capital furd to provide for unforeseen expenditures and which will be funded as set forth in this suoparagraph. Upon the initial transfer of titie of a Lot from the Deve:oper, the transferee shall pay to the Association a working capital contribution of one hundred collars ( $\$ 100.00$ ). This capital contibution shall not be considered as an advance payment of the Annual General Assessment. This working capital fund may be used for any purpose relative to the Association which the Directors deem appropriate, including use for operational expenses, reserves, additional capital improvements to Association property, reserves. etc.

Section 10. Conformity of Assessments and Developers Obligation to Pay A ssessments. The General Assessment and any Special Assessments must be uniform throughout the Property for all Lots, except that the Annual General Assessmert against any Lot owned by Developer and which
is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in an amount not less than twenty five percent ( $25 \%$ ) nor more than one hundred percent ( $100 \%$ ), of the amount of the Annual General Assessment against Lots owned by the Class A members of the Association then in effect; provided that Developer shall have agreed to find the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the appiicable period. Developer shall be obligated to fund such deficits only as they are actually incurred ty the Associatine. The Developer shall cease to pay any porion of the deficit of the annual operating expenses of the Association under the provisions of this section upon the earlier of (i) when Developer elects to have all Lots owned by it assessed in the same manner as the Lots owned by Owners other than Developer, (ii) when Eeveloper is no longer entitled to elect a majority of the Board of Directors of the Association or (iii) when there is no longer any Class $B$ membership. Thereatter, the Developer shall pay an Annual General Assessment amount attributable to any Lot then owned by Developer and which are not being occupied as a residence at one-half ( $1 / 2$ ) the rate assessed against Lots owned by Owners other than Developer. This provision is not and shall not be construed as a guarant, or representation as to the level of assessment imposed under the provisions of this Articie. Upon :ransfer of title of a Developer owned Lot, such Lot shall be assessed in the applicable amount established agains: Lots owned by Owuers other than Developer, commencing with the date of transfer of title.

Section i1. Exempt Property. The following Property subject to this Declaration shall be exempt from all assessments and liens created herein:
(a) All properties dedicated to and accepred by a governmental body, agercy or authority;
(b) All Common Areas;
(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such Property occupied as a residence; and

Section 12. Ad Valorem Taxes. in the event the Common Areas owned by the Association are taxed separateiy from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot ourned ty each Owrer, it shali be the obligation of each Owner to timely pay such taxes.

## ARTICZE VI

## ARCHITECTURAL CONTROL

Section. . ARB (Master ARB and Turnberry ARB) The Property and each Lot are subject to three separate and distinct owners associations, namely, the Saint Johns Northwest Master Association, Inc., the Saint Johns Northwest Residential Proferty Owners Association, Inc., and Turnberry Asscciation. Inc. For purposes of this section reiated to architectural review, all three associations have some form of jurisdiction and the related documents should be read throughly. However both the Sain: Johns Northwest Residential Property Owners Association, Irc. and Tumberry Association, Inc., as well as the Master Developer of Saint Johns PUD, have the
responsibility of architectural review for all improvements constructed in the Saint Johns PUD, including those constructed on the Properiy or the Lots.

In some cases, in order to avoid duplication of effors, the Turnberry ARB way refer ARB submittals directly to the Master Developer controlled ARB. Where reference herein is made to ARB, all of the Master Developer ARB, the Northwest Residential Property Owners Association $A R B$ and Turnberry ARB are intended and included.

Section 2. Aichitectural Approval.
AKB approval shall conform to requirements of all of the Master Developer ARB, the Northwest Residential Property Owners Association ARB and the Turnberry ARB.
(a) No construction, modification, alteration or other improvement of any nature whatsoever to a Lot, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Lot unless and until a plan of such construction or alteration sluall have been approved in writing by the ARB. This Article shall not apply to any portion of the Property while it is being utilized by a govermmental entity or being developed by the Developer.
(b) The plans to be submitted to the ARB for approval shall include (i) three copies of the construction plans and specifications, including a site plan, and all proposed landscaping, (ii) an elevation or reudering of all improvements (front, rear and sides), (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the Master Developer ARB, one copy in the records of the Tumberry ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".
(c) Approvai shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the Northvest Master Declaration and the Northwest Residential Declaration, the quaiity of workmanship and materials, hamony of extemai design with surrounding structures, the ARB's design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, and other factors. including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.
(d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB in accordance with its review criteria. If approval or disapproval is not forthcoming within fifteen (15) days after complere Submittals has been made to the ARB, unless an extension is agreed to by the applicant, the application shall be cecmed appred and the constraction of the improvements applied for may oe commenced, provided that al! such construction is in accordance with the submitted plans, and provided further that such pians conform in all respects to the othei terms and provisions of this Declaration. the Northwest Master Declaration, the Northwest Residential Deciaration and the ARB's design and construction standards, if any.
(e) After approval by the ARB, the proposed improvements musi be substantially commenced within six (б) moaths excepting approvals set forth in Articie VI, Section 2 ( $f$ ), or approval must once again be obtained frorn the ARF as provided herein. Once cormmenced, the
construction must proceed diligently. The exterior of any House and the accompanying landscaping shall te completed within six (6) months from commencement unless the ARB ailows an extension of time.
(f) The Developer may approve plans for future building by the builders prior to the Developer tuming the architectural control over to the Association. Minor changes in said plans will be allowed without requiring the builder to resubmit the plans to the Architectural Review Committee. The "ARB" and the Association will be bound to honor the plan approvals given by the Developer.
(g) The Developer retains the right to approve plans for future building by the subdivision builders after the Developer turns over control of the Association.
(h) The ARB shall establish a fee sufficient from time-to-time to cover the expense of reviewisg plans and related data and to compensate any consulting architects, landseape architects, uivan designers, inspectors or attorneys retained in accordance with the terms hereof.

Section 3. No Representatior. No approval of plans and specifications and no pubiication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Sucin approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building cocies or other governmental requirements or in a gond and workmanlike manner. Neither Develeper, the Association nor the APB shail be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Declaration, the Northwest Master Deciaraion or the Northwest Residential Declaration, nor any defects in construction undertaken pursuant to such plans and specifications.

## ARTICLE VII <br> USERESTRICTIONS

Section 1. Land Use. All lots shall be used for single family residential purposes exclusively.

Section 2. Minimum Square Fontage of Dwellings. The enclosed living area of any House shall contain a minirr:m of One Thousand, Eight Hendred ( 1,800 ) square feet of HVAC space, unless Developer permits an exception, in writing, for a lesser amount of HVAC space, which Developer may do for as long as there is Class B membership. In the case of two-story structures, the ground floor enclosed living area shall not be less than One Thousand, Two Hundred $(1,200)$ square feet of HVAC space uniess Developer permits an exception, in writir, , for a lesser amount of HVAC space, whici Deveioper may do for as long as there is Class 3 membership. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas.

Sectien 2. Location of Improvements on Lo: Each Lot shail have the foliowing seibacks for all improvements of any nature to be located on the Lot:

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A residence may be located wholly within a single platted Lot or upen a portion of a platted Lot or combination of platted Lots. Set-backs shall be measured from the cuter surface of the exterior walls of each house.

Front yard set-backs: $\quad 20^{\prime}$ minimura from frent Lot line.
Side yard set-backs: $\quad 5$ minimum from side Lot lines (or upland buffer *limit). For comer Lots, setback from side street Property line is 15 .
Rear yard set-backs: $\quad 15$ minimun from rear Lot line (or upiand buffer * limit) or top of lakebank.

Rear yard set-backs: $\quad 5^{\prime}$ from wetland line as established by St. Johns County and/or St. Johns Water Management District.
Rear yard set-backs reciuction:

Upon written approval, Developer may release the Lots from minor set-back violations ( not to exceed $5^{\prime}$ ).
*To clarify, in cases where the upland buffer line is located more interior than the minimum set-back for a particular Lot, then the apland buffer line shall be the setback line.

Pools: Fool enclosures must be constructed within the building set-back lines. In-ground pools including the related pool deck area (but not pool enclosures) may be constructeci to within 7 1/2' of rear lot line or top of lakebank, and constructed to the side set-back lines as established for that hcuse on that particular Lot. However, pools including the related pool deck area sball not be located closer to either side Lot line than the permitted structure on that Lot.

Fences may be placed within the set-bact limits, except that they may not encroach into wetlands or wetland buffer areas.

Eves of building structures shall be limited in width to $50 \%$ of the side set-back of the structure on each Iot.

The term "front Lot line" shall mears any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear Lot line" shall mear any Lot boundary line, other than a Lot line which is contiguous to a street right-of-way, which does not extend to, or intersect the front Lot line. The term "interior side Lot line" shall mean any Lot boundary line other inan a front or rear I ot line, and other than a Lot line which is contiguous to a street right-of-way. As to all comer Lots, the Developer may, in its sole discretion, determine which Lot lines are the front Lot lires and the side street lines.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less that 5,000 square feet.

Section 5. Maximum Height of a Structure The maximum height of all structures is Forty (40) feet.

Section 6. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. The street right of way must be mowed and edgeci on a regular basis to present a neat and clean appearance. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, eut weeds, and do such things as it
may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 7. Conduet of Residents. No illegal, noxious or offensive activity shall be conducted or carried on, in or upon any Lot or any other potion of the Property. Accordingly, residents shall not engage in any activities or maintain any condition plant animal, device or thing whose activities or existence shall in any way be or become a nuisance cr a source of embarrassment, discomfort, or annoyance to the neighborhood, or which shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Preperty. No fires for buming trash, ieaves, or other debris shall be permitted on any portion of the Property; provided, however, that Developer o: builders, with Develcper's approval, may burn clearing and building debris as needed.

Section8. Signs. No sign, what-so-ever, excepting one "For Rent" or "For Sale" sign, or a security company sign, all of which must conform to Architectural Guideiine Standards, shall be erected or maintained on any Lot, except with the written permission of the Association or except as may be required by legal proceedings. The Association reserves the right to restrict size, color and content of signs permited by it to be erected upon any Loi within the Property. The standard "For Sale" and "For Rent" sign design is included in the Architectural Guidelines. Idenification and street numbers exceeding a combined total more than one half ( $1 / 2$ ) square feet shall not be erected without the written pernission of the Association. This section shall not apply to the Developer. Association or its designee reserves the right to enter any portion of the development and remove any sign not meeting the above stated criteria.

Sections 9. Parking Restrictions, Mota Yehicies, Trailers, Boais, Ets, Each Owner shall provide for parking of his pennitted vehicles in a garage, attached or detached, which is part of bis House. Subject to the rerms of this Section, there shall be no outside storage or parking upon any Lot or within any portion of the Common Areas (other than areas provided therefor by the Board of Directors within the Common Areas, if any) of any mobile home, trailer (either with or without wheeis), motor home, niding lawnmowe;, tractor, truck, commercial vehicies of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, notorized bicycle, motorized go-cart, gelf cart, or any other related fomms of tuansuitation uevices. Commercial vehicles or any Permitted Vehicles with advertizing thereon shail not be parked within public view on a regular basis. Boats, trailers, and other vehicles that are not Permitted Vehicles regularly may be parked only in the garage of a house. No Owner or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enaible the movement thereof to a proper repair facility.

Section 10. Mailboxes. The size, design and color of all mailboxes and the supporting structures must be aporoved by the ARB. The standard mailbox design specifications are included in the Architectural Guidelives.

Section 11. Sidewalks. Sidewalke are required to be constructed by St. Johas County according to the approved engineering plans for the Prcperty prepared by BHR Engineers and

Planners. Individual Lot owners are required to construct the sidewalk segnent crossing their Lot according to the specifications and in the locations called for in the above referenced angineering plans, at the Owners expense on or before the earlier of the (i) completion of a House on the Lot or (ii) December 31, 1999. If any sidewalk segment is not complete by December 31, 1999, the Association may enter upon the Lot, construct the incomplete sidewalk segment and charge the Lot Owner for all costs, including administrative and any financing costs of completing said sidewalk segment. The Association's costs shall be a Lot assessment.

## Sectiun 12. Sanitary Sewerage and Water Service.

(a) Prior to the occupancy of a residence on any Lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the utility company ("Utility") which has entered into a utility agreement with the Developer. The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners shall connect up to and be serviced by this Utility and no other. The Utility shall operare and maintain the sewer systems, including the sev'age treatment plant and sewage lift-stations in a manner so as not to pollute the gromd, air or water in, under or around such area or subdivision with improperly or inadequately treated sewage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State Department of Heaith and any and all other public authorities having junisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sebiage disposal system on any Lot.
(b) Irigation pumps shall be instalicd in the Preperty only in accordance with the Master Permit from St. Johns River Water Management District.
(c) The central sewage system serving the Property shall be used as the sole sewage system for each Lot Each owner shall maintain and repair ail portions of such sewer improvements and lines located within the boundaries of his Lot except as otherwise provided in this Section and shall pay when due the perivdic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shail be discharged onto the open ground or unto any marsh, lake, pond park, ravine, drainage ditch or canal or roadway.
(d) The connection fees and charges for water and sewer services shall be as cstablished by the Utility and as regulated by appropriate governmental authorities.

Section 12. Propane and Natural Gas. The Developer and its successors and assigns may, from time to time, enter into an agreement with a Propane/Natural Gas Utility for service. TECO Peoples Gas initiaily shall have the exclusive right and privilege to provide propane and/or natural gas service to the Property, but Developer reserves the right to award the right to provide this service to whichever utility Developer elents, at its sole discretion. Underground gas main piping has been installed in the street rights-of-way. These mains are accessible for service to individual houses upon request. IECO Peopies Gas agrees to operate the system in accordance with reguiaions and recommendations of all state and local bodies having jurisdiction.

The connection fees and charges for propane/natural gas utility services shall be as established by the Utility and as regulated by appropriate governmental autherities.

Section 14. Other Structures. No detached structure either of a temporary or permanent character or nature shall be placed upon any Lot at any time unless approved by the ARB. Examples of these strustires are, withoüt inimitation, siorage sheds, tool sneas, woiksnops, sateilite dishes, hot bouses, green houses, children play structures and swing sets, gazebos, arbors, guest houses or pool houses.

Section 15. Fences and Hedges. Fences and walls are discouraged in defining Lot lines. Hedges or dense vegetation are the preferred method for privacy screening. However, the following fence and heige guidelines shall apply pending ARB approval: Fences may not exceed four (4) feet in height and must be of the fence type specified in the Architectural Guidelines. Fencing on nonlakefront or conservation area Lots may be located no closer to any street than five feet behind the front comer of the House located farthest from the street. Fencing is not permitted in the side street yard of any comer Lots. Fencing on lakc-front lots is restricted to a point no sloser to the lake than six (6) feet from the top of the iake bank and no closer to any street than five feet behind the front comer of the House located farthest from the street. Hedges may not exceed four (4) feet in height in the yards lots nor be located cinser to a lake than six ( $6^{\prime}$ ) from the top of banik. The limits of fencing on conservation area lots is restricted to the Wetand Jurisdiction line or Upland Buffer iine as indicated on the plat (whichever is more upland), and no =loser to any street than five feet behind the front corner of the House located farthesi from the streei. All other fence or wall configurations and colors must be approved in writing by the ARB. Fences when used to surround pools must be approved by the ARB. Applications for approval of all fencing must be made in writing.

Section 16. Rets and Animals. No animals, livestock or poultry shall be bred kept, raised or maintained en any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided that the total number of these pets not exceed three (3) in the aggregate. Dogs must be leasked or kept in enciosed areas, and birds and rabbits shall be kept caged at all times.

Section 17. No Improvements Priorte Construction ofResidence No Lot clearing shail occur, and no drives, walks, fences, walls or other improvements, if same be permitted hereby, shall be erected on any Lot prior to the approval of the house and landscaping on that Lot, and the simultaneous commencement of construction of a House thereon, provided that any such improvements may be constructed on any Lot simultaneously and in conjunction with construction of the House.

Section 18. Garages. No garage shall be permanentily enciosed or converted to another use without the written approvai of the ARE. No carports shall be permitted. Ail houses must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of 400 square feet of usable space appropriate for the parking of Permitted Vehicles. All garages must have electric door openers whish shall be maintained in a useful condition. Garage dowis shall be kept closed when Hot in use. Garage cntrances shall face toward the side or rear of the Lot, except where the garage is located bebind the house, the garage opening may face the street. unless otherwise approved by the ARB. All improved Lots shall have a paved driveiray with border constructed of a material approved by the ARB as part of the plans and specifications.

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Section 19. Satellite Dishes, Antenna Systems. Television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall not be erected, constructed, or maintained on the exterior of any House or Loi unless the location, size and design thereof have been approved by the ARB. It is strongly recommended that any proposed satellite dish or antenna system for the House be designed to be hidden from view from the street and from adjacent Lots.

Section 20. No Fiel Tanks, Garbage, and Trash Receptacles. No tanks, cylinders or containers for the stcrage of propane, liquefied petroleum gas, or other fuel may be located on any Lot without the approval, in writing, of the Developer approved Propane/Natural Gas Utility (initially TECO Peuples Gas). Garbage or trash must be screened from view from adjacent Lots and any street as approved by the ARB. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the house, or in refuse containers concealed from view, and in accordance with the Association's Rules and Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

Section 21. Clotheslines. Outdocr drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the ARB. No rugs, drapes, or outer items shall be hung from any portion of the exterior of any house.

Section 22. Window Ceverings and Air Conditioners. Without the prior written approva: of the ARB, no alum:num feil, tinted glass or other refiective material shall be installed or maintained on ary windows of a House. No vindow air conditioning units shall be installed in any side of a building which faces a street. Exterior components of air conditicsing units shall be screened from visibility.

Section 23. Landscaping and Trees. Minimum landscaping for all homes built in Turnberry shall meet the requirements of the Association, the Saint johns Northwest Residential Property Owners Association, and the Saint Johns Northwest Master Association landscaping criteria. In general terms, these are the as follows: A landscape plan must be submined for each house. All four sides of each nouse shali be landscaped wih shrubs and trees. Any areas not pianted in beds must be fully sodded. It is recommended that $S$ :. Augustine sod (or similar) be used. All landscaped areas must he irrigated. The Ov.ner and his buiider shall make every effort to protect a!l specimen trees on the Lots. Specimen trees are defined as hard wood trees $6^{\prime \prime}$ or greater in diameter as measured $2^{\prime}$ above natural grade. During construction, all trees with trunk diameters over $6^{\prime \prime}$ to be preserved, shall be protected by barricades acceptable to the ARB, and erected a minimum distance of $5^{\prime}$ from the trunks cif trees to be protected. After initial house construction, no tree $\bar{\sigma}^{\prime \prime}$ in diameter, as measured $2^{\prime}$ above natural grade, shall be cut or removed without approval of the ARB (except palm trees) which approvai may be given when such removal is necessary for the construction of a dweiling unit or other improvement.

Section 24. Resubdividing ofLots. No Lot shall be subdivided or sold or leased in parcels except as provided in this paragraph. The Developer may subdivide or replat or may combine fractional parts of any Lots to create a new building plot. in any way it sees fit to do so provided that
any such replatted or resubaivided Lot or Lots or fractional part or parts thereof shall have a width at the front building restriction (setback) line of no less than Sixty ( 60 ) feet with a minimum depth of 100 . The several covenanrs, restricions and reservations herein set foris sinail apply to the Luis subdivided or replatted, in the same manner as if such Lots were original platted Lots.

Section 25. Release of Viclations. Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Developer shail have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Developer shall not release a violation except one it determines to be a minor violation.

Section 26. Lake Lots. All lake lots shall be subject to the following covenants and restrictions:
(a) The Owners of lake lots shali have the responsibility of sodding the lake banks to the water's edge to prevent erosion, and of maintaining lake banks within their Lot boundaries to the actuai water line, as it may exist from time-to-time. The lake Lots shall be maintained by their Gwners in a neat, clean and orderly manner, and so as to prevent erosion of the embankment; and, the height, grade and coutour of the embankment shall not be changed without prior written approvai of the Developer, the ARB and/cr any governmental agency which may have jurisdiction thereof.
(b) St. Johns County, the Association, the Saint Johns Northwest Master Association and the Saint Johns Northwest Residential Property Owners Asseciation are hereby granted perpetual drainage easements through those lakes, ponds, and lagoons, situated in whole or in part on the Property that are a part of the Miaster Drainage/Surface and Stornwater Management System. The County and such Associations shall have perpetual easements across eacin lake Lot from the waters edge to a line which is 6 inland from the top of lake bank for ingress and egress to such lake for the purposes of exercising any right or perforning any obligation provided in this Declaration, on the Plats or by law.

## Section 27. Lakes, Ponds and Lagoons.

(a) General. No individual or ceitity shall have the right to pump or ctherwise remove any water from any lake, pend, or lagoon, situated in whole or in part upon the Property for the purpose of irrigation or other use unless expressly approved by the Maiter Association. Subject to drainage easements and rights of St. Johns County, the Saint Johns Northwest Master Association and the Saint Johns Northwest Residential Property Owners Association, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animal;, fish and fungi in any such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the ARB. No decks, dosks, moorings, pilings, bulkieads or other structures shall be constricted on such embankments unless and until same have been approved by Developer and ARB, which approval the Developer and/or ARB may withheld in its scle discretion.
(b) RecreationalUse. Recreational use in or on the lakes, ponds, er lagoons will require prior written consent of the Association and/or be in accordance with those Association's Rules and Regulations: and be restricted to use by the members of the Association. If permission is granied, access to the lakes, ponds, or lagoons may be gained only from public rights-of-way, and not throush the Lots of Owners (the intent here being that ro one can traverse private Property in order to gain entry to a waterway).
(c) Govemnentai Permits. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Deciaration which relate to the maintenance, operation and repair of the Master Drainage/Surface and Stormwater Management System.

Section 28. Lots on Conservation Area. The owners of Lots on conservation areas are required to fully landscape and irrigate their Lots per Section 23 of this Article, except for those portions of the Lot which lie within a wetland buffer or wetland area, as shown on the Plat. CLEARING, PLANTING AND MANNTENANCE ACTIVITIES IN THESE CONSERVATION AREAS ARE RESTRICTED IN ACCORDANCE WITH ST. JOHNS COUNTY AND STI. JOHNS RIVER WATER MANAGEMENT DISTRICT GUIDELINES.

Section 2.9. Landscape Buffer. The Property designated as Tract B on the Piat of Turnberry at Saint Johns - Unit One (hereinafter referred to as "Tract B") shall serve as a perpetual lancscape buffer and shall be owned by the Assoriation. No verical improvements sucti as buildings, fences or playground equipment may je installed on Tract B. Tract B shall be landscaped by Developer in accordance with a landscaping plan approved by SJH Partnership, Ltd. pursuant to its rights under the May 13, 1997 Special Warranty Deed recorded in Official Records Book 1240, page 1573 of the public records of St. Johns County, Florida, as corrected in Official Records Book 33, pages 14-22 of the public records of St. Johns County, Florida. Once installed, the Association shall maintain the landscaping on Tract $B$ in accordance with the approved landscaping plan. Access to and ingress and egress over Tract B is limited to (i) the Association for the limited purpose of maintaining the landscaping in accordance with the approved landscaping plan, (ii) the owner of Lot 1 wid respect to the portion of Tract $B$ lying immediately south and east of $L$ Lot 1 , (iii) the owner of Lot 2 with respect to the pertion of Tract B lying immediately south and (iv) the owner of Lot 3 with respect to the portion of Tract B lying immediately south of Lot 3 . No other persons are entitled to access, ingress or egress over Tract $B$.

Segtion 30. Activilies in Wetland and Wetland Buffer Areas. Activities in the Wetland Buffer areas as delineated by the Plats shall be restricted to prohibit any placement of fill in the buffer. All zonditions of the goveming St. Johns River Water Management District permit must be complied with. Activities permitted by the St. Johns River Water Management District in upiand buffer areas will te allowed.

Secticn 31. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, urless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmaniike manner, within a reasonable time not to exceed one year and in accordance with the provision of this

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Declaration. In all cases, all debris must be removed and the Lot restored to an ordenly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

Section 32. Temporary_Accommodations for Builders. Contractors and subcontractors who are actively engaged in the erection of any improvement on a Lot may, upon written appreval by Developer or Association, be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvemenis. However, such railer or temporary structure shall be removed within thirty ( 30 ) days after the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforied hereunder, the costs for the removal therefror..

## ARTICLE VIII

UTHLITYEASEMENTS AND OTHER EASEMENTS
Section. General. Developer reserves for itselí and for the Assuciation and its designees a perpetual aive foot (5') easement for the benefit of the Property upen, across, over, through and under, along and parallel to each frent, side and rear Lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied ky either Developer or the Assuciation. By the virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintair wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Cable Television. All platted utility casements shall also be easements for the construction, installation, maintenance, and operation of cable television services, providec however, no such construction, installation, maintenance, and operation of cable television services shall interfcre with the facilities and services of an electric, telephons, gas, or other public utility.

Section 3. Lakes. Develope: hereby reserves for itself, the Association, St. Johas County, Saint Joins Northwest Master Association and the Saint Johns Northwest Residential Property Owners Association and the Owners a perpetual casement over and under all lakes witbin the Property for drainage of surface and storm water.

Sestion4. Utility Easements, The Developer reserves for itself the sole power and authority to grant to the utility companies serving the Property, including water, sewer, electric, propane/natural gas, cable TV and telephone such easements as are appropriate for the implementation cr operation of said utility. Such grants of easement shall not require the joinder or consent of any Lot owner or his mortgagee.

## ARTICLE IX <br>  BY TUIS DECLARATION

Section. Additional Propery. Additional Property may become part of the Property and the Owners of Lots within the Additional Property may become Members of the Asscciation, subject to this Declaration, and the Association Articles and Byiaws, as provided in this Article.

Section 2. Addition by Developer. The Developer may, without the consent of either the Asseciation, any Owner or anyone else being required, make Additional Property a part of the Property and subject to this Declaration, and thereupon the Owners of Lots in the Additional Property shall become Members of the Association. The Developer is not obligated to add any Additional Property to the Property.

Section 3. Additions by Others. With written approval of the Developer, but without the consent of either the Association, any Owner or anyone else being required, another Owner or the Additional Property may make the Adaitional Property a part of the Property, subject to this Declaration, and the Owners of Lots included in the Additional Property Members of the Association in the manner provided in this Article.

Section. Manner of Adding_Additional Property. Additional Property may be added to the Property and the Owners of Lots wi:hin the Additional Property made Members of the Association by the Developer (and other owner, if applicabie) by filing in the public records of St. Johns County, Florida, a supplement to this Declaration with respect to the Additional Property committing and declaring such to be the case (the "Supplemental Declaration"). The execution and recording of a Supplernental Declaration with respect to the Additional Property will extend the operation and effect of this Declaration to the Additional Property and wiil include the Owners of its Lots, if any, in membership in the Assosiation. Provided, however, until such time as the Developer subjects the Additional Property to the Declaration as provided Eerein, the inclusion of the land as a part of the Additional Property shall in no way encumber the title to the Additional Property which may be held, conveyed mortgaged and oscupied free and clear of this Declaration.

Section 5. Contentofthe SupplementalDeclaration. The Supplemental Declaration may contain such acditions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient in the judgement of the Developer to reflect the different character, if any, of tine other Adaitional Property.

## APTICLE K

## GENERAL PROVISIONS

Section 1. Conciemnation or Casualty of Common Area. In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, or destroyed by fire, windstom or other casialty, all compensation and damages and insurance proceeds shall be paid to the Association. The Board of Directors shall have the sole and exclusive right to act on behalt of the Association with respect to the negotiation and
litigation of the taking or condemnation or with respect to casualry loss and negotiation and litigation with insurance carriers affecting such Property.

Section 2. Notice. Any notice required to be sent to the Oumer of ary Iot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class pnstage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 3. Constuction. The provisioas of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 4. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to irclude the plural, whenever the coutext so requires.

## Section5. Amendment.

(a) Subject to the provisions of Aricle II Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Propery, to amend this Declaration without the consent of joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Assriciation, Federal National Mortgage Association or any other generally recognized institution invoived in the purchase and sale of home loan mortgages, (ii) to conform to the requirement of the Federal Housing Administration or the Veterans Administration, (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iv) to perfect, clarify or make internally consiscent with the provisions herein.
(b) Subject to the provisions of Article II, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party urtil the termination of Class B membership so long as (i) the voting power of existing Members is sot diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby.
(c) In addition to the foregoing, this Declaration may also be amended by an instrument signed by Deveioper and tine Owners of two-thirds (2/3) of the Lots other than Developer, which amendment shall be effective upon the recordation in the pubiic records of St. Johns County.
(d) Any amendment to the Covenants and Restrictions which alter the Master Drainage/Surface and Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approvai of the St. Johns River Water Management District.

Section 6. Transfer of Developer's Rizhts. The Developer shall have the sole and exclusive right at any time to transfer and assign, in whole or in part, to any person or entity it shall seiect, any or ail rights, powers, privileges, given io or reserved by Developer by any part or paragraph of these covenants and restrictions and under the provisions of the recorded plat of the Property. In the event that at any tirne hereafter there shall be ao person or enuity entitled to exercise
said rights, the same shall be vested in and exercised by a committee eiected by a majority of the Owners.

Sexton -. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shail be the covenants and restrictions running with the title to the land and sinall remain in full force and effect until the first date of January, A.D, 2022, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless within six months prior to the first day of January, A.D., 2022 or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of St. Joins County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the Property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this section, these original covenants and restrictions as therein modified, shall continue to force for successive periods of 25 years, unless and until further changes, modified, waived or extinguished in the manner provided in this section. The easements created under this Declaration shall be perpetual, unless reicased or modified by the governmental agency or agencies in whose favor they run.

## Section 8 Enforcement.

(a) Developer, any Owner or the Association may (i) institute proceedings at law for the recovery or damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner, having rights hereunder who shall bring an action to enforce this Declaration, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' and legal assistant fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through a judgement and all appellate levels and in ail administrative or agency proceedings.
(b) In addition to all remedies, and to the maximum extent allowed by law, a fine or fines may te imposed upon ar: Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:
(i) For $a$ first violation, the Association shall warn the Owner of the alleged infraction in writing.
(ii) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee")

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at which time the Owner shaill present argurneat as to why a fine should not be imposed. At least fourceen (14) days prior notice of such meeting shall be given.
(iii) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Kules of Enforcement Committee shall be subwitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.
(iv) The Rules Enforcerinent Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.
(v) Fines shall be paid not later than five (5) days after notice of the impcsition or assessment thereof.
(vi) The payment of fines shall oe secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and lines may be collected and enforced in the same manner as regular and special assessments are collected ad enforced pursuant to Article VII hereof.
(vii) All moaies received from fines shall be allocated as directed by the Board of Directors.
(viii) The imposition of fines shall not be consirued to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Asscciation or any Owner may be otrerwise legally entitled; provided, however, any fine paid by an offending Owner shill be deducted from or offset against any damages which may be otherwise receverable from such Owner.
(ix) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employves of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 2. Severability. If any covenant or restriction herein contained or any Articie, Section, Subsection, clause, phrase or tern of this Declaration be ceclared void, invalid, illegal or unenforceable for any reason by adiudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgement shall in no way void the remainder hereof, which shall remain in full force and effect.

Scetion 10. Disclaimers and to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCLATION, THE NORTHWEST RESIDENTIAL ASSOCLATION, THE MASTER ASSOCLATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, dIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SLB-CONTRACTORS (COLLECTIVELY, THE *LISTED PARTIES") SHALL BE KLABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING TEE WATER QUALITY ORLEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSSIBILTYY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY.

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FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENY TO OR HAVING A VIEW OF ANY OF THE AFORESATD WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES EOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCE BODIES.

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

ALL PERSONS ARE FIEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SEARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF 1 HE PROPERTY, ALL OWNERS OR USERS OF SUCH FROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTEES FROM ANY AND ALL LLABILITYY FOR DAMAGES ARISING FROM THE LAKE BOTTOMS LOCATED TEEREIN.

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## C.R. $\mathrm{iL77}$ PG 9632

IN WTTNESS WHEREOF, the undersigned, being the Developer herein, does nereby made this Declaration of Coverants and Restrictions for and has caused this Declaration to te



Turnberry Developers, Lid. JNM Turnberry, Inc., Gen. Parmer


The foreguing instrument was acknowiedged before me this /in day of 1 人ni, 1997, by James N. McGarvey, Jr. He is personally known to me.


## EXHIBIT A

LEGAL UESCRIP TION (CAP TION) OF: PROPOSEO TURNEERRY AT SAINT JOHNS - UNIT ONE
A po-rion of the Antionia Huertas Grgat. Snerion $3 E$ and Zepheniet Kiagsley Great. Section 44. Tamaship 6 Soufh. Range 28 Easf, St. Johns Counly. Floride ane being more porflcularly oescribed os fallovs:

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PARCET 17

EART OF SECTION 44, TOGETHER FITH A PART GF SECTION 38 OF THE ANTIONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MDRE DANTICULARIY DESEPIBED AS FOLLONS: FOP. A FOINT OF REFERENCE, COMNENCE AT A COMMON CORNER TO SAID SECTIONS 38 AND 44, AT THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIZL RECORDS BOOK 818, PAGE 802 OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE SOUTH 14'55.52. WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 FEET; THENCE SOUFH 75.04.08. EAST, A DISTANCE OF 221.46 FEET TO THE POINT OF BEGINNING; TMEENCE NORTH 42.08.00' EAST, A DIST\&NCE OF 212.83 FEET; THENCE SOUTH 84.C6.59* EAST, $\dot{A}$ DISTANCE OF 143.57 FEET; THENCE NORTY 36.07.25* EAST, A DISTANCE OF 71.88 FEET; THENCE NORTH 21.42 .37. NEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57.29.02" WEST, R DISTANCE OF 66.63 FEET; THENCE NORTH $12^{\circ} 56^{11^{\prime \prime}}$ WEST, A DISTMNCE OF 54.95 FEET: THENCE NORTH $30^{\circ} 42 \cdot 22^{\circ}$ EAST, A DISTANCE OF 85.68 FEET: THENCE NORTH 35.33.19 ${ }^{\circ}$ EAST, A DISTANCE OF II6.78 FEET; THENCE NORTH $28^{\circ} 4^{\circ} 0^{\circ} 30^{\circ}$ EFST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29.38.37. EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH $46^{\circ} 54^{\prime 2} 21^{\prime \prime}$ EAST, A DISTANCE OF 122.51 FEEI; TFIENCE NORTH $65^{-42.39 " ~ E A S T, ~ A ~ D I S T A N C E ~ O F ~} 70.04$ FEET; MHENCE NORTH $87^{\circ 11} \cdot 45^{\prime \prime}$ EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42.36.16" EAST, A DISTANCE OF 134.06 FEET; THENCE NORTK 82.13.04. EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34.01.44. EAST, A DISTANCE OF 5^.10 FEET; 2HENCE NORTH 20.27.12* EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22.59:20" WEST, A DISTANCE OF 94.68 FEEI; THENCE NORTH 10.55.13" WEST, A DISTANCE OF 149.84 FEET; THENCE HORTH 77.00'58" EAST, A DISTANCE OF 169.09 EEET; THENCE SOUTH 83.56.39" EAST, A DISTANCE OF 193.94 FEET: THENCE SOUTH 70.40.54. EAST, A DISTANCE OF 90.54 EEET; THENCE DUE SOUTH, A DISMANCE OE 71.31 FEET; MAENCE SOUTF 71.33.54" EAST, A DISTANCE OF 225.29 FEET: THENCE NORTH $36.23 .04{ }^{\circ}$ EAST, A DISTANCE OF 52.34 FEET; THENCE SOUTH 53*59.50" EAST, A DISTANCE OF 174.23 FEET; THENCE SCUFH 85*41.12* EAST, A DISTANCE OF 186.12 FEET; THENCE SOUTH 66.04'54* EAST, A DISTANCE OF 159.36 FEET: THENCE SOUTH 39.12.26. EAST, A DISTANCE OF 171.94 FEET; THENCE SOUTH $13^{\circ} 23^{\circ} 02.0$ WES:, $A$ DISTANCE OF 174.64 FEET: THENCE SOUTH 23.03.04" WEST, A DISTANCE OF 154.00 FEET; THENCE SOUTA $29^{\circ} 24.23 \%$ HEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH $82.33 .50 \%$ WEST, A DISTANCE GF 37.48 FEET; THENCE SOUTH $30^{\circ} 26^{\circ}$ 47. $^{\circ}$ WEST, A DISTANCE OF 38.59 FEET : THENCE SOUTH 12.08.05" EAST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 62.44.58* WEST, A DISTANCE OF 16.27 FEET ; THENCE SOUTH $21^{\circ} 40^{\prime} 55^{\circ}$ WEST, $A$ DISTANCE OF 27.29 FEET: THENCE SOUTF 02.52.40 EPST, A DISTANCE OE 28.13 FEET; THENCE SOUTH $03^{\circ} 14^{\prime \cdot} 24^{-1}$ EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH $31.55 \cdot 36^{\circ}$ EAST, A DISTANCE OF 35.17 FEET; TKENCE SOUTH 13.46.07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOCTH 32.28.45* EAST, A DISTANCE OF 6.71 FEET: THENCE SOUTH 23.03.04" WEST, A DISTANCE JF 90.06 EEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWSSTERLY HAVING A RADIUS OF 1050.00 EEET: THENCE NORTHEASTERIY ALONG THE ARC OF SAID CURVE, AN ARE DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80.06.56" EAST AND A CFORD DISTANCE OS 277.49 FEET TO THE POIRT OF

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TANGENCY OF SAID CURVE; THENCE NORTH 72.31.21. EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH $28^{\circ} 55^{\prime 0} 04^{\circ}$ WEST, A DISTANCE OF 156.28 FEET: THENCE NORTH $21^{-43.19 * ~ E A S T, ~ A ~ D I S T A N C E ~ O F ~ 298.81 ~ F E E T: ~}$ THENCE NORTF $46^{\circ} 16.39$ EAST, A DISTANCE OF 241.42 FEET: THENCE NORTH 63.26.06" EAST, A DISTANCE OF 282.24 FEET; THENCE NOKTH $78^{\circ} 20^{\prime 2} 27^{\circ}$ EAST, is DISTANCE OF 225.54 FEET; TFFNCE NORTH $86^{-07.17 *}$ EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88.2.6.55: EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31.12.02. EASM, A DISTANCE OF 62.97 FEET; THENCE NORTH $63^{\circ} 23^{\circ} 53^{\circ}$ EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SPID CURVE BEING CONCAVE SOUMHEASTERIY HAVING A RADIUS OF 85.00 FEET; THENEE NORTMFASIERLY AIONG THE ARC $O F$ SAID CURVE, AN ARC DISTANCE OF 79.52 FEEN, SAID FRC BEING
 DISTANCE OF 76.65 FEET TO THE POINT OE MANGENCY OF SAID SURVE: THENCE NORTH 43.3I.13" ERST, A DISTANCE OF 194.65 FEET TO IHE POINT OF CUFVE OF A CURVE, CONCAVE NCRTHWESTEREY ITAVING A RADITS OF 125.00 FEET; THENCE NOKTHEASTERLY ALONG THE ARC OF SAID CURVE, AN GRC DISTANCE OF 33.37 FEET TO A FOINT ON SAID CURVE, SBID ARC BEING SUBTENDED BY A CFORD BEARING OF NORTH 35.52.20\% EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34.37.10年 EAST, A DISTANCE OF 22.63 EEET TO THE POINT OF CURVE OF. A CURVE CONCAVE NORTHEASTEREY HPVING A RADIUS OF 10.00 FEET THENCE SOUTHEASTERLY ALONG THE ARC $O F$ SAID CURVE, AN ARC DISTANCE OE 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79.37.38. EAST MND A CHORD DISTANCE OF 14.14 EEET TO THE POINT OF REVERSE CURVE OE A CURVE, CONCAVE SOUTHEASTEREY HFVING A RADIUS OF 500.00 1EET: THENCE NORTHEASTERIY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.89 FEEI, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60.41.15* EAST AND A CHORD DISTANCE UF 97.76 FEET TO THE POINT OF TANGENCY OF SAID CUPVE; THENCE NORTH $66^{\circ} \mathrm{CO} 0^{\circ} 34$ EAST, A DISTANCE OE 51.48 EETT TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERIY HAUTNG A RADTUS OE 25.OO EEET: THENCE NORTGFASTERIY ALONG THE ARC OF SAIL CURVE, AN ARC DISTANCE OF 33.12 FEET, SAID ARE BEING SUBTENDED BY A CHORD BEARING OF NORTK 28.03.41. EAST AND A CHORD DISTANCE OF 30.75 FEET TO THE POINT OF CUSP ON THE WESTERIY RIGHT-OF-WAY LINE OF PROPOSED ROYAI RINES PARKWAY (A 100 FOOT RIGHI-OF-WAY: THENCE SCUTH $18^{\circ 17} 127$ E EAST ALONG SAID RROPOSED WESTERIY RIGHT-OF-WAY LINE, A DISTANCE OF 13.92 FEET TO THE POINT OF CURVE OF A CURVE, SATD CURVE BEING CONCAVE IORTFEASTESLY HAVING A RADIUS OF S5J.00 FEET; THENCE SOUTHEASTEREY AICNG THE ARC OF SAID CURVE CONTINUING ALONG SAID PRGPOSED WESTCRIY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CFCRD BEARING OF SOUTH 25:59.29: EAST AND A CHORD DISTANCE OE 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHFESTERLY HAVING A RADIUS OF 50.00 EEET: THENCE NORTHWESTERLY LEAVING SAID DROPOSED WESTERLY RIGYT-OF-WAY LINE OF ROYAL PINES PARKWZY AND ALONG THE ARC OF SNID CURVE, AN ARC DISTANCE OE 62.20 FEET, SAID ARC BEIMG SUBIENDED BY A CHORD BEARING CE NORTE $69^{\circ} 19^{\prime 4} 3^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 58.26 FEET TO THE POINT CF TANGENCY OF SAID CURVE; THENCE SOUTH 75.02.04* WEST, A DISTANCE OF 5i. 89 EEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 EEET; THENCE

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SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17.14.03" WEST AND A CHORD DISTANCE OF 50.77 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET: THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OE 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTG 08.31.41" WEST AND A CHORD DISTANCE OF 113.37 FEST TO THE POINE OF TANGENCY OF SAID CURVE; THENCE SOUTH 57.37.19WEST, A DISTANCE OF 13.32 FEET; THENCE, SOUTH 29.25.28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53.37.04. WEST, $x$ DISTANCE OF 25.91 FEET; THENCE SOUTH 31.58.08- WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTR 51.41.03" WEST, A DTSTANCE OF 40.58 FEET: THENCE SOUTH $22 \cdot 38 \cdot 15^{\prime \prime}$ WEST, $A$ DISTANCE OF 41.94 FEET; THENCE SOUTH 37.23.31WEST, A DISTANCE OF 33.00 FEET: THENCE SOUTK $21.27 .15{ }^{-1}$ WEST, $A$ DISTANCE OF 25.56 FEET; THENCE SOUTY $05^{\circ} 222^{\prime \prime} 4^{\prime \prime}$ EAST, A DISTANCE OF 33.14 FEET: THENCE SOUTH 29.07.47" WEST, A DISTANCE CF 18.90 FEET; THENCE SOUTH $28^{\circ} 48^{\circ} 51^{\prime \prime}$ WEST, A DISTANCE OF 41.39 FEET; THENCE SCUTKI
 WEST, A UTSTANCE OF 60.55 FEET: THENCE SOUTH $42.57 \cdot 16^{\circ}$ WEST, A DISTANCE OF 29.27 FEET; THENCE SOUTH $28^{\circ} 16^{\circ} 53^{\circ}$ WEST, A DISTANCE OF 32.94 FEET; TLENCE SOUTH $28^{\circ} 31.33^{\circ}$ WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH $36^{\circ} 32.57^{\circ}$ WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH $39^{\circ} 40^{\circ} 29^{\circ}$ WEST, A DISTANCE OF 29.25 FEET; THENCE SOUEH 47.25.31. WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 37.55.19* WEST, A DISTANCE OF 27.93 FEET; THENCE SOUTA $38^{\circ} 03.10^{\circ}$ WEST, A DISTANCE OF 33.12 FEET; THENCE SOUTH 46.12 .39 . WEST, A DISTANCE OF 27.58 FEET: THENCE SOUTH $55^{\circ} 14.46^{\circ}$ WEST, A DISTANCE OF 32.66 FEET; THENCE SOUTH $56^{\circ} 27^{\circ}$ 52* WEST. A DISTANCE OF 28.12 FEET; THENCE SOUTMH $43^{\circ} 11.39^{\circ}$ WEST, A DISTANCE OF 32.28 SEET; THENCE SOUTH 41年51.18* WEST, A DISTANCE OF 32.11 FEET; THENCE SOUTH 49.36 .31 " WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTM SE.24-15- KEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53.21 .03 - WEST, A DISTANCE OF 33.11 FEET: THENCE SOUTH $46^{\circ} 20 \cdot 00^{\circ}$ WEST, A DISTANCE OF 30.67 FEET; THENCE SOUTK 49.10.59" WEST, A DISTANCE OF 38.17 FEET; THENCE SOUTY 56.00.18年 WEST, A DISTANCE OF 33.00 FEET; TYENCE SOUTH 59.36.34. WEST, A DISTANCE OF 18.49 FEET: THENCE SOUY $46^{\circ} 29.35^{-1}$ WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH $69.18 .45^{\circ}$ WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH $70^{\circ} 25119 . \quad$ WEST, A DISTANCE OF 138.11 FEET; -THENCE NORTE $81.05 \cdot 20^{\circ}$ WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERIY HAVING A RADIUS OF 175.00 EEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $60^{\circ} 41^{\circ} 58^{\circ}$ WEST AND A CHORD DISTANCE OF 97.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 7E*54.40WEST, A IISTANCE OF 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERIY HAVING A RADIUS OF 217.32 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTAIICE OF 307.99 EEET, SAID ARC BEING SUBTENDED BY A. CIORD BEARING OF NORTH $62 \cdot 34 \cdot 52$ WEST AND A CHORD DISTANCE OF 282.97 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY FIAVING $A$ FADIUS OF 50.00 FEET; THENCE NORTHWESTERLY AIONG THE ARC OF SAID CURVE, AN ARC DISTANCE GF 89.71 FEET, SAIN ARC EEING

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## O.R. 1277 PG 0E38

SUBTENDED BY A CHORD BEARING OF NORTH 73.28.15" WEST AND A CHORD DISTANCE OF 78.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE EEING CONCAVE NORTHWESTERLY HAVING A RADIUS CE 397.50 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $58.21 .59{ }^{\circ}$ WEST AND A CHORD DISTANCE OF 44.86 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 27.08.43* EAST, A DISTANCE OF 103.53 FEET: THENCE SOUTH 54.30.32" WEST, A DISTANCE OF 501.05 FEET: TKENCE NOETH 46.29.34* WEST, A DISTANCE OF 291.81 FEET TO THE FOINT OF CURVE OF A CURVE, SAID IURVE EEING CONCAVE SOUTHWESTEREY HAVING A RADIUS OF 60.00 FEES: THENCE NORTEHESTERLY LLONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC EEING SUBTEADED BY A CHORD BEARING OF. NORM $82 \cdot 29.34$ WESI AND A CHORE DISTANCE OF 70.53 FEET TO THE FOINT OF TANGENCY OF SAIE CURVE; THENCE SOUTH 6:-30.25" WEST, A DISTANCE OF 58.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE: BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET: THENCE SOUTHMESTERLY ALONG THE 2RC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING CE SCUTH 45.17.18- WEST AND A CHOED DISTANCE GF 47.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 29.04.10- HEST, A DISTANCE OE 60.80.FEET; THENCE NORTH 37.36.59. WEST, A DISTANCE OF 145.14 FEET TO A POINT ON A CTRVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERIY ATONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.74 FEET, SAID ARC BEING SUBTENDED BY A CFORD BEARING OF SOUTH 67.59.51" WEST AND A CHORD DISTANCE OF 80.19 FEET TO A PCINT ON SAID CURVE; THENCE SOCTH 10.26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18.25.38* HEST, A DISTANCE OF 48.32 FEET: THENCE SOGTH 88.36.10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03.10.51" EAST, A DISTANCE OF 25.0C EEET; THENCE NORTH 87.01 .47 WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH $84 \cdot 07 \cdot 31^{\circ}$ WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH $87^{\circ} 16 \cdot 07^{\circ}$ WEST, A DISTANCE OF 20.48 EEET: MGENCE NORTH 87.23.45" WEST, A DISTARCE OF 22.64 FEET; THENCE SOUTF 02.36.15= WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89.16.100 WEST, A EISTANCE OF 220.65 FEET; THENCE NORTF 41.22.01" WEST, A DTSTANCE OF 35.85 FEET; THENCE NORTH $52^{\circ} 21^{\prime} 48^{\circ}$ WEST, A DISTANCE OF 44.01 FEET: THENCE NORTH 41.46.52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH $34 \cdot 19.22 "$ WEST, A DISTANCE OF 55.25 FEET; THENCE NORTH 23.52.07* WEST, A DISTANCE OE 36.22 FEET; THENCE NORTH 30.11'I1. WEST. A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

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THES DOCUMENT PLEPARED
GY AND KETURN TO:
M. LENN PAPPAS, ESQ.

FAFTAS METCNIF JENKS. PA.
200 WEST FORSYIH STREET
SUTTE :400
IACKSONVIL LE FL 32202-4327

## SUPPLEMENTTARY DECLARATION OF COVENRNTS AND

 REBTRICTIONB FOR SAINT JOENS - WORTEWEST RESIOERTIALThis Suppleinentary Declaration of Covenants and Restricficns for Saint Johns - Northwest Residential is made as of the 14 day of November, 1997: by 8JE PAEMHEREETP, LTD., a Floride limited partnership ("Develcper"), having an address of 3370-I Internatioral Golf Parkway, St. Augustine, Florida 32092.

## RECITATS:

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for saint Jonns - Northwest Residential which is recoraed in Official Recorcs Book 1185, at page 740 , whicn was amended by First Amendment to Declaration of Covenants and Restrictions ior Saint Joinns - Northwest Residantial which is recorded in Official Records Book 1193, page 872, both of the public records of St. Johns County, Florida icollectively the "Declaration"), thereby submitting all of the real property described in the $\mathrm{e} e \mathrm{claration} \mathrm{to} \mathrm{the} \mathrm{terms} \mathrm{thereof;}$
B. The Developer is the owner of the real property described on Exhibit A artached hereto and made a part hereof (the "Property"), and desizes to subject the property to the terms, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

NOF MHERTROPE, the Developer hereDy declares as foliows:

1. Subnission of the Property to Declaration. All of the property and any portion thereof siail hereafter be heic, transferred, sold, conveyed and occupied subject to ald covenantis, restrictions, easements, charges and liens, and all other matters set fortin in the Declaration. All defined terms contained in tinis supplementary Declaration sinall hate the same meanings as such terms are defined by the Declaration.
2. Effective Date. This Supplementary Declaration shald become effective upon its recordation in the current oublic =ecords of $S t$. Johns County, Florida.
$11 / 2297$
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# O.R.127S FG 0287 

IM HITHESS WHEREOF, the Developer has caused this Suppiementary Declaration of Covenants and Restrictions for saint Johns - Northwest Residential to be duly executed as of the date first above written.


EJH PARTMERSHIP, LTD.,
a rlorida limited partnershif
By: EJ mmpris, ETD., a Fiorida limited partnershio, its general partner
 a Florida corporettion its genelcat paxtris

3370-1 intermatical Oxer Pariway
SL. Alanution, PL 32052
[CCRPORATE SEAL]


The foregolng instrument was acknowledged befcre me this $14^{2}$ day of Novembes, 1997, by LOUTS BATOTI
president OF ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MZMPHIS, ITD., a Florida limited partnership, the general partner of sJH PARTNERBEIP, KTD., a Florida limited partnership, on behaif of the partnership.
13826.4
$: \because 12997$
:2:12197
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## EXHIBIT A <br> [property]

NW Parcel 12

## 1384.4 22/n2/97 Procel 12

# O.R. 1279 <br> FG 0289 

NORTEWEST EARCEL 12
A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE DARTICULARLY DESCRIBED AS FOLLOWS: FOR APOINT OF REFERENCE, COMMENCE AT THE NORTHMEST CCRNER OF SAID SECTION 44; THENCE SOUTH 14.55'52" WEST ALCNG THE WESTERLY LINE OF SAID SECTIION, A DISTANCE OF 794.29 FEET; THENCE SOUTH 75.04.08" EAST LEAVING SAID SECTION LINEi, A DISTANCE OF 1005.91 FEET TO THE DOINT OF BEGINNING; THENCE NORTH 67⒙44" EAST. A DISTANCE © 0 © 83.75 FEET; THENEE SOUTH $48^{\circ} 28^{\circ} 02^{\prime \prime}$ EAST, A DISTANCE OF 49.55 FEET; THENCE SCUTH 47.07.46" EAST, A DISTANCE OF 67.82 FEET; THFNCE SOUTH 86.31.04" EAST, A DISTANCE OE 387.34 EEET; THENCE SOUTA C3.28.56" WEST, A DISTANCE OF 315.67 FEET: THENCE SOUTH 32.40'18" EAST, A DISTANCE OF 522.80 FEET TO 2 POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY FHAVING A RADIUS OE 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC GF SAID CURVE, AN ARC DISTANCE OF 170.41 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARING OF SOUTH 08.47.21" WEST AND A CHORD dISTANCE OF 150.53 FEET TO THE POINT CF REVERSE CURVE OF A CURVE, SAID CURVE bEING CONCAVE WESTERIY HAVING A RADIUS OF 150.00 FEET; THENCE SCUTHERIY ALONG THE ARC OF SAIE CURVE, AN ARC DISTANCE OF 248.58 FEET, SAID ARC BEING SETBTENDED EY A CHORD BEARING OF SOUTH $07{ }^{\circ} 26^{\prime} 43^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 221.09 FEET TO THE POINT OF tangency of said curve; thence scurr 54.55iIIn wESt, a distance of 122.79 FEET TO THE POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OE 500.00 EEET; THENCE SOUTHWESTERLY ALONG TME ARC OF SAID CURVE, ZN ARC DISTANCE OF 308.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SCUTH $37^{\circ} 13^{\prime \prime} 39^{\circ}$ WEST AND A CHORD DISTANCE OF 303.90 FEET TO THE DOINT OF TANGENCY OF SAID CURVE; THENCE SCUTH $19^{\circ} 32.07^{\prime \prime}$ WEST, A DISTAANCE OF 262.67 EEET TO THE POINE OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTFNESTERLY HAVING A RADIUS OF 293.73 FEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAII CURVE, AN ARC DISTANCE OF 288.27 FEET, SAID ARC BEING SUETENDED BY A CHORD BEARING OF SOUTH 47.39.02" WEST AND A CHORD DISTANCE OF 276.84 FEET TO THE POTNT OF TANGENCY OF SAID CURVE: THENCE SOUTH 75*45.56" WEST, A DISTANCE OF I25.65 FEET TO THE FUIMT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERIY HAVING A RADIUS DF 55.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OE 43.03 FEET, SAID APC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53'21'17" HEST AND A CHORD DISTANCE OF 41.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30.56 .39 WEST, A DISTANCE OF 55.03 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 105.00 EEET; THENVE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, RN ARC DISTAIVCE OF 91.70 FEET, SAID ARC BEING SUSTENDED SY A CFORD BEARING OF SOUTF 55:57.52* WEST AND A CSCRD DISTANCE DF 88.82 FEET TO THE POINT OF TANGENCY CE SAID CURVE: THENCE SOUTH 80.59.05" WEST, A DESTRNCE OF 235.50 FEET TO THE POINT OE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTEFLV HAVING $E$ RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ATONG THE ARC OF SAID CURVE, EN ARC DISTANCE OF i81.31 FEET, SAID ARC BEING SUBTENDEU BY A CFORD BEAPING OE SOUTH $39^{\circ} 25^{\prime \prime} 52^{\prime \prime}$ WEST AND A CHORD DISTANCE OF 155.83 EEET TO TRE POINT OE REVERSE CURVE OF A

CURVE, BEING CONCAVE WESTERLY HAVING RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 118.39 FEET. SAID ARE EETNG SUBPENDED BY $\bar{M}$ CFORD BEARING OF SOUTH 10.55.44" WEST AND A CHORD DISTANCE OF 117.37 FEET TO THE PCINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERIY HAVING A RADJUS OF 359.00 FEEI; THENCE SOUTHERLY ALONG THE AKC OF SAID CURVE, AN ARC DISTANCE OF 113.19 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARIING OF SOUTH 14*56.27" WEST AND A CHORD DISTANCE OF 112.72 FEET' TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CIRVE BEING CONCAVE NOFTHWESTEREY FAVING A ENDIUS OF 60.00 FEET: TFENCE SOUTHWESTERLY ALOFG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.58 FEET, SAID ARC EEING SUBTENDED BY A CHORD BEARJNG OF SOUTH 45.49.24" WEST AND A CHORD DISTANCE OF 76.99 FEET TO A POINT OM SAID CURVE; THENCE NORTH 04.51.23" EAST, A DISTANCE OE 180.93 FEET: THENCE NORTH 09.28.47" WEST, A DISTANCE OF 65.62 FEET; THENCE NORTH OC.56.26" EAST, A DISTANCE OF 70.94 FEET; THENCE NORTH 02.39.11" WEST, A DISTANCE OF 63.96 FEET; TIENCE NORTF $05: 27.34 "$ NEST, A DISTANCE OF 59.07 EEZT; THENCE NORTH $04.53 .23 "$ HEST, A DISTANCE CF 34.17 FEST; THENCE NORTH $43^{\circ} 5.4^{\prime} 07^{\prime \prime}$ EAST, A DISTANCE OE 35.85 FEET; MHENCE NORTK 30.31.06. ESST, A DISTANCE OF 52.71 FEET; THENCE NOPTH O8.26.37" EAST, 2 DISTANCE OF 37.22 EEET; THENCE NORTH $28.29^{\prime 3} 33^{\prime \prime}$ WEST, A DISTANCE OF 68.00 FEET; ITEENCE NORTK $34^{\circ} 5 \sigma^{\prime} 05^{4}$ EAST, A DISTANCE OF 39.87 FEET; THENCE NOETS $03.28 .40 "$ EAST, A DISTANCE OF 42.85 EEET; THENCE NORTH $26^{\circ} 11^{\prime} 28^{\prime \prime}$ VEST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 78.18.46" WEST, M DISTFNCE OF 69.88 EEET; THENCE NORTH 17.50.44" EAST, A DISTANCE OF 82.04 FEET; THENCE NORTH O1.04.08" WEST, A DISTANCE OF 52.02 FEET; THENCE NORTH $26^{\circ} 45^{\prime 4} 44^{*}$ WEST, $A$ DISTANCE OF 52.72 FEET; THENCE NORTH 08.37.23" WEST, A DISTANCE CE 71.27 EEET; THENCE NORTH $49^{\circ} 58^{\circ} 30^{\prime \prime}$ EAST, A DISTANCE OF 51. 20 FEET; THENCE NORTH 37.C3'10" EAST, A DISTANCE OF 42.5I FEET: THENCE NORTH $23^{\circ} 0^{\circ} 0^{\circ} 0^{\circ} 00^{\circ}$ EAST, A DISTARCE OF 29.24 FEET; $2 H E N C E$ NORTH $52^{\circ} 42^{\prime 3} 3^{\circ}$ EAST, A DISTANCE OF 89.81 FEET; THENCE NORTH 39.49.53" EASN, A DISTANCE OF 37.88 FEET; THENCE NGRTE $40^{\circ} 59 \cdot 30^{\circ}$ EAST, A DISTANCE OF S4. 14 EEET; THENCE NORTH $25^{\circ} 43^{\prime} 49^{\circ}$ EAST, A DISTANCE OF 36.24 FEET; THENCE NORTH 01.24.14" EAST, A DISTANCE OF 51.32 FEET; THENCE NORTH 33.39.36" EAST, A DISTANCE OF 62.76 FEET; THENCE SOUTH 89.15.2i" WEST, A DISTANCE OF 58.49 FEET; FMENCE NORTE 49.35.49" EAST, A DISTANCE OF 73.15 FEET; THENCE NORTE OC'49.ラ4" WEST, A DISTANCE OF 6I. 21 FEET; THENCE NORTK $33^{\circ} 54^{\prime 2} 26^{\prime \prime}$ EAST. A DISTANCE OF 51.85 EEET; THENCE NORTH $08^{\circ} 05^{\prime} 20^{\prime \prime}$ EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH I6.05.46" EAST, A IISTANCE OF 12.23 FEET; THENCE NORTH 18.30.02' EAST, A DISTANCE OF 67.33 FEET; THENCE NORTY 50.36.17M EAST, A DISTANCE OF 42.65 FEET; THENCE NORTH 20.28.46" EAST, A DISTANCE OF 50.48 EEET; THENCE NORTH $31^{*} 40^{\prime} 4^{\circ \prime}$ IAST, A DISTANCE OF 50.71 FEET; THENCE NORTH $23^{-20} 10^{\prime \prime} E A S T, A$ DISTANCE CF ICE.38 FEET; THENCE NORTY 00.17:13" EAST, A DISTANCE OE 42.81 FEST; THENCE NORTH 41.10.10. WEST, A DISTANCE OF 48.28 EEET; THENCE NORTH $49^{\circ} 27 \cdot 01 "$ WEST, A DISTANCE OE 56.19 FEET; THENCE NORTH 27-08.28" EAST, A DISTANCE OF 33. 22 FEET; THENCE NORTH $75^{\circ} 55^{\circ} 47^{\prime \prime}$ ENST, A DISTANCE OE 55.30 EEET; THENCE NORTH 22.52.19" EAST, A DISTENCE OF 4A.7C EEET; THENCE NORTK 71.25.48* WEST, A DISTANCE OF 46.22 FEET: THENCE NORTH 12.53.54* WEST. A DISTANCE OF 67.27 FEET; THENCE SOUTH $622^{\circ} 30^{\prime 1} 14$ EASE, A DISTANCE OF 50.17 FEET; THENCE NORTH $23^{\circ} 42.48^{\prime \prime}$ EAST, A DISTANCE CF 54. 28 EEET; THENCE NORTH 48. $32.34^{\circ}$ NEST, A DISTANCE OF 51.43 EEET: THENCE SCUTH

## O.R.127G PG 02B1

31.10.17" EPST, A DISTANCE OF 32.67 FEET: THENCE NORTH 00.07.47" EAST, A. DISTANCE OF 53.89 FEET; THENCE NORTH 83.08.49" ENST: A DISTANCE OF 53.62 FEET; THENCE SOUTH 78.51'35" EAST, A DISTANCE OF 51.51 FEET; THENCE NORTH 50.41.43" EAST, A DISTANCE OF 46.88 EEET; THENCE NORTH 67*29'11" EAST, A DESTANCE OF 49.38 FEET: THENCE NORTH 15*16.53" WEST, A DISTANCE OP 66.9S FEET; THENCE NORTH 26.11.10" WEST, A DISTANCE OF 33.82 FEET; THENCE NOKTH 06.38.03" WEST, A DISTANCE OF 56.00 EEET; THENCE NORTH $03.21 .28^{\prime \prime}$ EAST, A DISTANCE OF 63.24 FEET; THENCE NORTH 41.14.49" WEST, A DISTANCE OF 62.47 FEE: TO THE PCINT OF BEGINNING.

CONTAINING 60.53 ACRES MORE OR LESS (1.765.684 SQUARE EEET).


- 3 -

THIS DOCUFENT PREPARED
BY AND KETURN TO

THOMAS M. JENKS. ESQ.
PAPTAS METCALF SENKS MILLER \& REINSCH. P.A
200 WEST FURSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327

## SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHYEST MASTER (ADDITIONAL COMMON AREA)

This Supplementary Declaration of Covenants and Restricticns for Saint Johns - Northwest Master is made as of the $21^{\text {st }}$ day of December, 1998, by SJH PARTNERSHIP, LTD., a Florida limited partnership ("Developer"), having an address of 101 East Town Place - Suite 100, St. Augustine, Florida 32092.

## RECTTAIS:

A. The Developer has executed and recorded the Declaration of Covenants and Restrictions for Saint Johns - Northwest Master, which is recorded in Official Records Book 1185, at page 595, of the public records of St. Tohns County, Florida (the "Declaration"). therehy submitting ali of the real property described in the Declaration to the tenns thereof;
B. The Developer is the owner of the real properiy described on Exhibit A attached hereto and made a part hereof (the "Property").
C. Pursuant to Section 4.3 of the Declaration, the Developer iniends to hereby designate the Property as Common Area.

NOW THEREFORE, the Deveioper hereby declares as follows:

1. Defined Terms. All defined or capitalized terms set forth in this Suppiementary Declaration shall have the same meanings as such terms are defined by the Declaration.
2. Designation as Common Area. All of the Property is hereby designated as Common Area as provided by Section 4.3 of the Declaration.
3. Effective Date. This Supplementary Declaration shall become effective upon its recordation in the current sublic reonrds of St. Iohne Countv. Florida

## 22850.1 <br> 107.96127

12-:7-93

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Sain Johns - Northwest Master to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

SSH PARTNERSHIP, LTD.
a Florida limit :d partnership
By: SJ MEMPHIS, LTD., a Florida
limited partnership, its
general partner
By: ST. JOHNS HARBOUR, INC.,
a Florida corporation, its general partner

Its President
3797 New Getwell Road
Memphis. Tennessee 38118
[CORPORATE SEAL]
COUNTY OF
$\qquad$ )SS
16. The foregoing instrument was acknowledged before me this $2 / 0 t_{\text {day }}$ of Neepruber , 1998, by LOUIS BAIONI, the President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, L.TD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, DTD. a Florida limited partnership. on behalf of the partnership.


Type of Identification Produced

|  | 37919.1 |
| :--- | :--- |
| $=$ | 167.90227 |
|  | $12-17.88$ |

## EXHIBIT A TO SUPPEEMENTARY DECLARATION

## LEGAL DESCRIPTION

The lands more particularly described on Exhibit \& attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 388 of the current public records of St. Johns County, Florida (Nos. 16, 17, 18).

The iands more particularly described on Exhibit A attached to that sertain Conservation Easement recorded in Official Records Book 1217, at page 398 of the current public records of St. Johns County, Florida (No. 19).

The lands more particularly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217, at page 410 of the current public records of St. Johns County, Florida (No. 20).

The lands more particuiarly described on Exhibit A attached to that certain Conservation Easement recorded in Official Records Book 1217. at page 417 of the current public records of St. Johns County, Florida (No. 21).

The lands more particularly described on Exhibit A attached to that certain Conservation Eascment recorded in Official Records Book 1217, at page 430 of the current public records of St. Johns Courty, Florida (No. 23).
228.39 .1
$16 ? .96227$
12.17-98

Public Records of
St. Johns County, FI.
CierkH 00-022397
O.R. 1498 PG 1913

01:44FM 05/25/2000
REC $\$ 33.00$ SUR $\$ 4.50$

## SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURNBERRY AT SATNT JOHNS

This Supplementary Declaration of Covenants and Restrictions for Turnberry at Saint Johns (the "Supplementary Declaration") is made this ad day of April, 2000, by Turnberry Developers, Itd., a Florida limited partnership, whose address is 2453 South $3^{\text {nd }}$ Street, Jacksonville Beach, Florida 32250.

## RECITALS:

A. Turnberry Developers, Lid. (the "Developer") is the Developer of certain real property located in St. Johns County, Florida, known as Tumberry at Saint Johns;
B. By Declaration of Covenants and Restrictions for Turnberry at Saint Johns, dated November 14, 1997 and recordsd in Official Records Book 1277, Page 607 of the Public Records of St. Johns County, Florida ( the "Declaration"), the Developer submitted certain real property (the "Property") within the Turnberry at Saint Johns to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners of the Property and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property;
C. Pursuant to the termis of Article IX of the Declaiation, the Developer reserved the jight tô extend the provisions of the Declaration to the "Additional Property" (as defined in the Declaration) by recording a supplementary declaration in the public records of St. Johns County, Florida;
D. The Developer has platted the real property described in Turnberry at Saint Johns, Unit Two. in the plat thereof recorded in Map Book 36, Pages 18 through 25 of the Public Records of St. Johns County, Florida ("Unit Two");
E. Unit Two is within the "Additional Property" as described in the Deciaration
F. Those persons listed on the Consents and Joinders attached hereto either own Lots or hold mongages on Lots in Unit Two and wish to consent and join this Supplementary Declaration for the purposes of subjecting their Lots to the Declaration.
G. The Developer desires to subject Unit Two to the terms, conditions and provisions of the Declaration.

CWY DOCUMENTSTBOECLEKTEN DOX


NOW, THEREFORE, the Developer hereby declares as follows

## ARTICLE I

EXTENSION AND INCORPORATLON OF THE DECLARATION
The Developer hereby extends the lien, operation and effect of Declaration io Unit Two with the effect that hereafter Unit Two shall be held, transterred, sold, conveyed, montgaged and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Declaration, which by this reference are fully incorporated herein.

## ARTICLE II

INTERPRETATION AND DEFINITIONS
In the event of a conflict between the Declaration and this Supplementary Declaration, this Supplementary Declaration sliall control and supersede. Reference shall be made to the terms and provisions of the Declaration where recessary to interpret, construe and clarify the provisions of this Supplementary Declaration. Except as otherwise defined herein, all capitalized words defined in the Declaration shall have the same meanings in this Suppiementary Declaration.

## ARTICLE IIF <br> JURISDICTIONAL WETLANDS PROPERTY

Certain parts of Unit Two as shown on the Plat are designated as "wetlands property" as defined by the rules and regulations of the Florida Department of Environmental Protection ("DEP") and the United States Army Corps of Engineers ("Corp"). Nothing shall be constructed upon and no activity of any sort shall be conducted within such "wetlands property," nor shall any soil, vegetation or other materials be interfered with, removed or otherwise disturbed in any manner, unless permitted in writing in advance by the ARB, the DEP, the Corps and the St. Johns River Water Management District, as and if applicable.

## ARTICLE IV <br> MISCELLANEOUS PROVISIONS

4.1 Effect. The terms, provision and conditions of the Declaration are incorporated by reference herein and made applicable to all Owners within Unit Two. The provisions of the Declaration, as hereby supplemented, shall run with title to Unit Two, and shall be binding upon all parties having any right, title, or interest in or to all or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and shall be enforceable by and inure to the benefit of the Developer, the Association and each Owner, as applicable. The grantee of any deed conveying any Lot within Unit Two shall be deemed, by the acceptance of such deed, to have agreed to observe. comply with and be bound by the provisions of the Declaration, as supplemented hereby
4.2 Operation. This instrument will take effect upon its recordation in the Public Records of St. Johns County, Florida. From and after such date. Developer intends that all references to the Declaration or any supplementary declaration now or hereafter made in any other document recorded in the Public Records of St. Johns County, Florida, or eisewhere, shall refer to the Declaration including this Supplementary Declaration unless expressly provided otherwise.
4.3 Limitation. Except as supplemented hereby, the Declaration has not been otherwise amended and remains in fuil force and effect.


IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of Covenants and Restrictions for Tumberry at Saint Johns to be executed by and through its authorized officer who is hereunto duly authorized as of the day and year first above set forth.



## STATE OF FLORIDA

 COUNTY OF DuvalTURNBERRY DEVELOPERS, Led,


The foregoing instrument was acknowledged before me this $28^{\text {th }}$ day of April, 2000 by James N. McGarvey, the President of JNM Turnberry, Inc., a Florida corporation, general partner of Turnery Developers, Ltd., a Florida limited partnership, on behalf of the corporation and the limited partnership Helshe is personally known to me - or has produced $\qquad$ as identification.


C: WY UCCUMENTSTRUECLEXTEN DOC
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## JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consent and join in the foregoing Supplementary Declaration and agree that their Lot is and shall be subject to the Declaration of Covenants and Restrictions for Turnery at Saint Johns.



## STATE OF FLORIDA

## county of Duval

The foregoing instrument was acknowledged before me this 12 day April, 2000, by Scott E. Gladysz and Paula R. Sterling Gladysz. They are personally known to me $\qquad$ or have produced $\qquad$ as identification.



## JOINDER AND CONSENT

## LOT 176

The undersigned, the owner of a Lot ii Unit 'Two, hereby consent and join in the foregoing Supplementary Declaration and agree that their Lot is and shall be subject to the Declaration of Covenants and Restrictions for Turnery at Saint Johns

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E.+erTTMANEDAS
Print Name:
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$\qquad$


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Print Name:
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$\qquad$


## New Jersey

## STATE OF FLORIDA

 COUNTY OFPEYVAL MeTerThe foregoing instrument was acknowledged before me this I day of April, 2000, by R. Scott Sheldon and Judith H. Sheldon. They are personally known to me or have produced. as identification.


## JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consent and join in the toregoing Supplementary Declaration and agree that their Lot is and shall be subject to the Declaration of Covenants and Restrictions for Turnberry at Saint Johns.



Cheri A. Serbin

## STATE OF FLORIDA

## COUNTY OF

$\qquad$
MAy
The foregoing instrument was acknowledged before me this (JT. day of Aprit 2000, by Thomas J. Serbin and Cheri A. Serbin. They are personally known to me $\qquad$ or have produced VALIDGA DL> as identification.


## JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, here and join in the foregoing Supplementary Declaration and agree that their Lot is, and sh. . .abject to the Declaration of Covenants and Restrictions for Turnery at Saint Johns.


## STATE OF FLORIDA

## COUNTY OF SUCh

The foregoing instrument was acknowledged before me this 194 day of April!, 2000, by Richard A. Burke and Lisa M. Burke. They are personally known to me $\qquad$ or have produced Dr.Levain. as identification.


MARY LYNNE DUPONT
Commination Ha CC558417
Expiration Date: 6/2/2000

## FONDER AND CONSENT

The undersigned, the bolder of a mortgage on a Lot in Unit Two, hereby consent and join in the foregoing Supplementary Declaration and agree that their Lot is and shall be subject to the Declaration of Covenants and Restrictions for Tumberty at Saint Johns.
FIRST SOUTH BANK OF
JACKSONVILE,N.A

brenda \%. Lenin Print Name: Brenda l. Dennism


## STATE OF FLORIDA

 COUNTY OF $\qquad$The foregoing instrument was acknowledged before me this 19 day of April, 2000, by Lank 11 Whacines of First South Bank of Jacksonville, N.A, a national bunking association of better of the corporation. They are personally known to me. if or have produced


Public Records of
St. Johns County, FL
Clerk\# 02-076575
OR. 1871 PG 236
02:26PM 12/30/2002
REC $\$ 5.00$ SUR $\$ 1.00$

Prepared by and Return to: |ह才ichard G. Hathaway, P.A. 115 Professional Drive, Ste. 101 Ponte Vedra Beach, FL 32085

First Amendment to
Declaration of Covenants and Restrictions at Turnberry at St. Johns
This First Amendment, dated effective December 30, 2002, is from Turnberry Developers, Ltd. ("Developer"). There is presently existing that certain Declaration of Covenants and Restrictions at Turnberry at St. Johns (the "Declaration") recorded in O.R.Book 1277, page 607 of the records of St. Johns County, Florida. Pursuant to its powers under Article X, Section 5 . of the Declaration, the Developer hereby amends the Declaration as follows:

Article VII, Section 18. Garages. is hereby amended in its entirety to read as follows:
No garage shall be permanently enclosed or converted to another use without the written approval of the ARB. No carports shall be permitted. All houses must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of 400 square feet of usable space appropriate for the parking of Permitted Vehicles. All garages must have electric door openers which shall be maintained in a useful condition. Garage doors shall be kept closed when not in use. All improved Lots shall have a paved driveway with border constructed of a material approved by the ARB as part of the plans and specifications.

IN WITNESS THEREOF, Developer has caused this First Amendment to Declaration of Covenants and Restrictions at Turnberry at St. Johns to be executed by and through its authorized officer who is hereunto duly authorized, as of the day and year first above set forth.


TURNBERRY DEVELOPERS, Ltd.
By: JNM TURNBERRY, INC., its sole


## STATE OF FLORIDA

COUNTY OF DUVAL
The foregoing instrument was acknowledged before me this $30^{\text {th }}$ day of December, 2002 by James N. McGarvey, the President of JNM Turnberry, Inc., a Florida corporation, general partner of Turnberry Developers, Ltd., a Florida limited partnership, on behalf of the corporation and the limited partnership. He is personally known to me.

Notary Name
My Commission \#


Commission expires: $5-21-06$
(NOTARY SEAL)



[^0]:    2462.20
    $66 / 24 / 90$ 22

[^1]:    Section 7.3 Solid Waste Recycling. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, st. Johns county, Florida, or the solid waste collection provicter. Solid waste collection receptacle pads constructed within the property shall be designed so as to include space for recycing bins compatible with the applicable recycling program collection equipment.

    Section 7.4 Utility Seryices. It shall be the responsibility of each owner to make direct arrangements with the
    
    10418.4
    -14-

[^2]:    $5 \mathrm{SRL05/051.80C/88211.62}$ V. 2

[^3]:    

[^4]:    0045.11

    4/22/91

[^5]:    coss.:1
    $422 / 97$

[^6]:    SRIO1.073/93449.02

[^7]:    SR602.073/93448.02

[^8]:    151301
    16798.372

    Rev. 07-15-47

[^9]:    SIGNATURE BLOCK ON OTHER PAGE

[^10]:    Less and except the property described in Exhibit A.

