

3192

50 Rec - 201.00
Sur - 25.50

Recorded in Public Records St. Johns County, FL
Clerk# 96025823 O.R. 1185 PG 595 02:25PM 07/24/96
Recording \$201.00 Surcharge \$25.50

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST MASTER

THIS DOCUMENT PREPARED BY
AND RETURN TO:

J. M. Jenks
→ Thomas M. Jenks, Esq.
Pappas Metcalf & Jenks, P.A.
200 West Forsyth Street
Suite 1400
Jacksonville, FL 32202-4327

2462.20
05/24/96

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST MASTER

ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

ARTICLE II DEFINITIONS

- Section 2.1 Association
- Section 2.2 Building Site
- Section 2.3 Commercial Improvement
- Section 2.4 Common Area
- Section 2.5 Developer
- Section 2.6 Golf Course Parcel
- Section 2.7 Lot
- Section 2.8 Multi-family Improvements
- Section 2.9 Owner
- Section 2.10 Property
- Section 2.11 Residential Dwelling Unit
- Section 2.12 Subassociation
- Section 2.13 Surface Water or Stormwater Management System

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS
AND DELETIONS THEREFROM**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

ARTICLE IV COMMON AREA RIGHTS

- Section 4.1 Conveyance of Common Area
- Section 4.2 Owners' Easement of Enjoyment
- Section 4.3 Right of the Developer to Designate Property
as Common Area or to Withdraw Property from
the Common Area
- Section 4.4 Maintenance of Common Area and Compliance with
Applicable Permits
- Section 4.5 Easement for Maintenance Purposes

2462.20
06/24/96

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

- Section 5.1 Creation of the Lien and Personal Obligation of Assessments
- Section 5.2 Purpose of Assessments
- Section 5.3 Calculation and Collection of Assessments
- Section 5.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer
- Section 5.5 Subordination of Lien to Mortgages
- Section 5.6 Developer's Assessments

ARTICLE VI RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

- Section 6.1 Cable Television, Radio or Other Communication Lines
- Section 6.2 Future Easements, etc.
- Section 6.3 Golf Easement

ARTICLE VII GENERAL PROVISIONS

- Section 7.1 Ground Leased Land
- Section 7.2 Land Subject to Easements, Etc.
- Section 7.3 Developer's Reserved Rights re: Easements
- Section 7.4 Violations
- Section 7.5 Severability
- Section 7.6 Additional Restrictions
- Section 7.7 Titles
- Section 7.8 Termination or Amendment
- Section 7.9 Conflict or Ambiguity in Documents
- Section 7.10 Provisions Regarding Golf Courses and Club Facilities.

ARTICLE VIII SPECIAL PROVISIONS REGARDING ST. JOHNS COUNTY

- Section 8.1 Exemption from Lien.
- Section 8.2 Personal Obligations for Assessments
- Section 8.3 County Not a Member
- Section 8.4 Governmental Powers and Rights

- Exhibit A - Property
- Exhibit B - Articles of Incorporation
- Exhibit C - Bylaws
- Exhibit D - Common Area

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST MASTER

THIS DECLARATION, made this 24th day of July, 1996, by SJH PARTNERSHIP, LTD. (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

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

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

ARTICLE II
DEFINITIONS

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

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

2462.20
06/24/96

Section 2.2 Building Site. Each separate parcel of land within the Property, other than the Lots and the Golf Course Parcels, as hereafter conveyed or designated by the Developer, consisting of an integral 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 other similar use. No Building Site shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.3 Commercial Improvement. Any proposed or completed improvements located on, over, under or within any portion of the Property that is not a Lot or Golf Course Parcel, and which is intended for use and designed to accommodate public, commercial, governmental or business enterprises to serve residents of the Property or the public, including but not limited to, business and professional offices, facilities for the retail or wholesale sale of goods and services, warehouses, banks and other financial institutions, hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, and gasoline stations.

Section 2.4 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 this 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 part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.5 Developer. SJH Partnership, Ltd. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to SJH Partnership, Ltd. as the Developer of the Property is not intended and shall not be construed, to impose upon SJH Partnership, Ltd. any obligations,

2462.20
06/24/96

legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from SJH Partnership, Ltd. and 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, landscaped areas, clubhouses, golf cart and equipment storage buildings, and parking lots located therein. No Golf Course Parcel shall include any Building Site, Lot, or any portion of the Common Area owned in fee simple by the Association.

Section 2.7 Lot. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

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

Section 2.9 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 Declaration.

Section 2.11 Residential Dwelling Unit. Any improved portion of the Property located upon a Lot and intended for use 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, townhouse units, apartment units, duplexes, or other attached residential dwelling units.

Section 2.12 Subassociation. Any residential or commercial property owners or condominium association formed as a Florida non-profit 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.

2462.20
06/24/96

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 Associations Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

Section 2.13 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS THEREFROM

Section 3.1 No Implied 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 other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 Additional Lands. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions)

2462.20
06/24/96

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 County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 Withdrawal of Lands. With the consent and joinder of 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, 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 Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association 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 such earlier date as the Developer may determine in its sole discretion, and the Association shall accept such conveyance or assignment.

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

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of any Planned Unit Development Ordinance ("PUD") or Development of Regional Impact Development Order ("DRI") or any environmental permit;

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

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

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

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, Building Site, or Golf Course Parcel, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, Building Site, Golf Course Parcel, or materially and adversely affect access, visibility, or drainage to or from any Lot, Building Site, or Golf Course Parcel, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot, Building 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 recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in

2462.20
06/24/96

such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.4 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 such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits.

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the 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 Management District. The Association shall be responsible for such

2462.20
06/24/96

maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the Association shall fail to maintain the Surface Water or Stormwater 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 Master 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 to the Association of the intent of either the Southeast Master Association or Northeast 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 Stormwater Management System located within the Property shall be immediately reimbursed by the Association to the party incurring such costs or expense.

Section 4.5 Easement for Maintenance Purposes. The Developer hereby grants to the Association, the Southeast Master 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, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

2462.20
06/24/96

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 including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot, Building Site, or Golf Course Parcel against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 5.2 Purpose of Assessments.

(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 4-109-0122 (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

2462.20
06/24/96

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Notwithstanding any provision 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 allocated among the Owners other than the Developer; (ii) the date on which the Developer shall notify the Association that it will no longer pay operating deficits of the Association; or (iii) the date on which the Developer shall no longer own any Lots, Building Sites, or Golf Course Parcels within the Property, the amount of any special assessment to be paid by any Owner other than the Developer shall not exceed the sum produced by multiplying the total amount of the special assessment by a fraction, the numerator of which is the number of Assessment Equivalents allocated to such Owner by this Declaration, and the denominator of which is three thousand five hundred (3,500). Thereafter, special assessments shall be allocated among the Owners as provided in Section 5.3 hereof.

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

(a) Owners of Lots, Building Sites, and Golf Course Parcels shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, Fifty and No/100 Dollars (\$50.00) 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, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the seven percent (7%) limitation set forth in this Section 5.3. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this

2462.20
06/24/96

10

Declaration shall be allocated among the Owners of the Lots, Building Sites, and golf Course Parcels as follows:

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

(ii) The Owners of Building Sites upon which Commercial Improvements are located shall pay annual and special assessments based upon nine (9) Assessment Equivalents per acre for each Building Site owned by such Owners, rounded to the nearest whole number of Assessment Equivalents.

(iii) The Owners of Building Sites upon which Multi-family Improvements are located shall pay annual and special assessments based upon six (6) Assessment Equivalents per acre for each Building Site 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) Assessment 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 paragraph (b) of this Section 5.3, until such time as improvements are completed upon Lots, Building Sites, or Golf Course Parcels, the Owners of such Lots, Building Sites, and Golf Course Parcels, shall be obligated to pay assessments equal to one-half (½) of the amount specified by paragraphs (a) and (b) of this Section 5.3. For purposes of this Declaration, completion of improvements upon Lots and Building Sites shall be evidenced by the issuance of a Certificate of Occupancy, or similar final inspection approval, by the St. Johns County, Florida Building Department, or other governmental authority having jurisdiction for such improvements, and completion of golf courses and related improvements upon Golf Course Parcels shall be evidenced by the commencement of golf play thereon.

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

2462.20
06/24/96

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

(f) Notwithstanding any provision of this Declaration to the contrary, the allocation of assessments as provided in Subparagraph (b) of this Section 5.3 shall not be amended in a manner that is directly or indirectly material and adverse to the County without the County's prior written consent, unless such amendment shall affect all assessment categories on 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 lien stating the description of the Lot, Building Site or Golf Course Parcel encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and

other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

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

Section 5.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, Golf Course Parcels and other portions of the Property owned by the Developer shall not be subject to any annual or special assessment levied by the Association or to any lien for such assessments. 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 Development Period shall begin upon the conveyance of the first Lot, Building Site or Golf Course Parcel in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots, Buildings Sites, and Golf Course Parcels owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after

2462.20
06/24/96

the Developer no longer owns any Lots, Building Sites, or Golf Course Parcels within the Property.

ARTICLE VI
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 6.1 Cable Television, Radio or Other Communication Lines. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 6.1, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

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

Section 6.3 Golf Easement. The Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on any golf course lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Building 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 activities or equipment on such golf course; and all other common and usual activities associated with the game of golf and with all of the normal and usual activities associated with the operation of a golf course.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Ground Leased Land. Where all or any part of a Lot, Golf Course Parcel or Building Site has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions Article V shall attach only to the interest in the Lot, Golf Course Parcel, or Building Site of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 7.1 shall be dispositive. Notwithstanding any provision of this Declaration to the contrary, this Section 7.1 shall not be amended in a manner that is directly or indirectly material and adverse to the County, without the County's prior written consent.

Section 7.2 Land Subject to Easements, Etc. Where all or any part of a Lot, Building Site or Golf Course Parcel has been subjected to an air rights easement or similar 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 identification of any party deemed to be an "Owner" pursuant to this Section 7.2 shall be dispositive. Notwithstanding 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 prior written consent.

Section 7.3 Developer's Reserved Rights re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 7.3, shall be dispositive for all purposes; provided nothing contained in this

2462.20
06/24/96

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 for 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 violating or attempting to violate any such covenant or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided by law.

Section 7.5 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 Restrictions. No Owner may impose any additional covenants or restrictions on any part of the Property, without the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Developer may include in any contract or deed hereafter made and covering all or any part of the Property any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

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

Section 7.8 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be

automatically renewed for successive ten (10) year periods unless terminated as herein provided. The 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 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 Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party to correct any typographical or clerical error, to resolve any inconsistency or ambiguity contained in this Declaration, or to make this Declaration comply with any requirement of any governmental authority having jurisdiction or regulatory authority over the Property or any portion thereof. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida. Notwithstanding any provision of this Section 7.8 to the contrary, any amendment to Article VIII hereof shall require the written consent and joinder of the County. Further, any amendment to this Section 7.8 shall require 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 terms of this Declaration shall control both the Articles and Bylaws.

Section 7.10 Provisions Regarding Golf Courses and Club Facilities.

(a) Nothing contained in this Declaration shall limit the ability of any owner of any golf course ("Golf Courses") or private club facility ("Club Facilities") now or hereafter located within the Property to determine in its sole discretion how and by whom the Golf Courses and Club Facilities shall be used. **OWNERSHIP OF ANY INTEREST IN ANY PORTION OF THE PROPERTY, OR MEMBERSHIP IN THE ASSOCIATION, DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE ANY GOLF COURSE OR CLUB FACILITY AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN OR TO USE ANY GOLF COURSE OR CLUB FACILITY.**

(b) Each Owner 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 certain foreseeable risks,

2462.20
06/24/96

including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of any portion of the Property may be limited as a result, and that the owners of the Golf Courses and Club Facilities, and their respective affiliates and agents, shall have no obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any portion of the Property, or their guests or invitees, for damage or injury resulting from errant golf balls being hit upon such portion of the Property;

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

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

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

(d) Each Owner other than the County or any Governmental Entity, by its acceptance of a deed or other conveyance of any portion of the Property, assumes the risk associated with the Golf Courses and Club Facilities (regardless of whether the Owner is using such facilities) and agrees that neither the owners of the Golf Courses and Club Facilities, nor any of their respective affiliates or agents, nor any other person or entity designing, constructing, owning or managing such facilities, or any other portion of the Property, shall be liable to any Owner or any other person claiming any loss or damages, including without limitation, indirect, special, or consequential loss or damages arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's property to any Golf Course or Club Facility, including without

2462.20
06/24/96

limitation, any claim arising, in whole or in part, from the negligence of any of the owners of the Golf Courses or Club Facilities, or their respective affiliates or agents, or any other person or entity designing, constructing, owning or managing the Golf Courses and Club Facilities or any other portion of the Property. Each Owner further hereby agrees to hold harmless the owners of the Golf Courses and Club Facilities, their respective affiliates or agents, and any other persons or entities owning or managing such facilities, or designing, constructing, or owning any other portion of the Property, from and against any and all claims arising out of the design or construction of the Golf Courses and Club Facilities.

ARTICLE VIII
SPECIAL PROVISIONS REGARDING ST. JOHNS COUNTY

Section 8.1 Exemption from Lien. Notwithstanding anything contained in this Declaration to the contrary, any ownership interest of St. Johns County (the "County") or of any other Governmental Entity, as such term is hereafter defined, in and to any portion of the Property shall be exempt from the lien for annual or special assessments as established pursuant to this Declaration so long as such ownership interest is retained by the County or Governmental Entity. The prior sentence shall not exempt any other estate or interest in any such portion of the Property, from the effect of such lien which shall attach 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 Personal Obligation for Assessments. Notwithstanding anything contained in this Declaration to the contrary, the County shall not be personally liable for any annual or special assessments established pursuant to this Declaration; provided that (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 the Property and shall for all purposes herein also be deemed an "Owner" as provided in Sections 7.1 and 7.2; (ii) any operator or lessee of facilities constructed upon any portion of the Property owned by the County which are used for non-governmental purposes shall be personally liable for annual or special assessments established pursuant to this Declaration and applicable to such portion of the Property, and such obligation shall be deemed to be specifically assumed by such operator or lessee as part of the terms of any operating agreement or lease, a copy of which shall be

2462.20
06/21/96

delivered to the Association together with a ratification of such assumption of liability executed by such operator or lessee in favor of the Association; and (iii) the County shall be personally liable for payment of any annual or special assessments or charges as to any portion of the Property owned by the County, but only to the extent of non-pledged net lease payments, management fee payments or other operating payments received by the County from a lessee, manager, air rights beneficiary, or operator of such portion of the Property which is used for non-governmental purposes. As used herein, the term "Governmental Entity" shall mean and refer to any political subdivision, municipality, or other 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 offices of the County or one or more Governmental Entities, or (ii) facilities which provide 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 facilities.

Section 8.3 County Not a 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 this Declaration as to its interest in any portion of the Property, except as such obligations may be limited pursuant to this Article VIII.

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


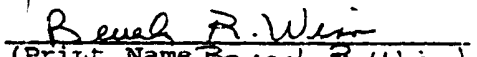
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 24th day of July 1996.


Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

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

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

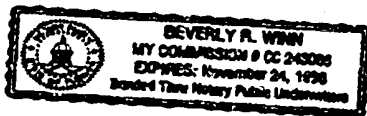

(Print Name Suzanne M. OPA)

(Print Name Beverly R. Wain)


By: Louis Baioni
Its President
3797 New Getwell Road
Memphis, TN 38118

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 25th day of June, 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 SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



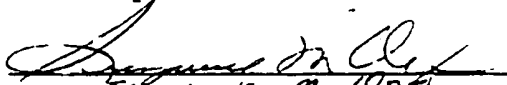
Beverly A. Winn
(Print Name)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____

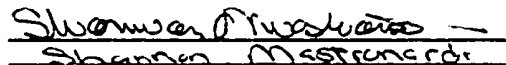
My Commission Expires:
Personally Known ☒
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

CONSENT AND JOINDER OF GROUND LESSEE

WORLD GOLF VILLAGE, INC., a Florida nonprofit corporation ("WGV"), is the ground lessee under that certain 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 of:


Suzanne M. O'Farrell
(print or type name)


Shannon Mastenord
(print or type name)

WORLD GOLF VILLAGE, INC., a
Florida nonprofit corporation

By: 
Ruffin Beckwith
Executive Director

STATE OF FLORIDA
COUNTY OF DUVAL

SS

The foregoing instrument was acknowledged before me this 29th day of June, 1996, by RUFFIN BECKWITH, as Executive Director of WORLD GOLF VILLAGE, INC., a Florida nonprofit corporation, on behalf of the corporation.



SUZANNE M. ORF
MY COMMISSION # 00477994 EXPIRES
JUNE 12, 1996
BONDED THROUGH FAIR INSURANCE, INC.

Suzanne M. Orf
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
Personally Known ☒
or Produced I.D. ☐
[check one of the above]
Type of Identification Produced

2462.20
06/24/96

24

CONSENT AND JOINDER OF ST. JOHNS COUNTY, FLORIDA

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

BY: ITS BOARD OF COMMISSIONERS

By: Donald Jordan
DONALD JORDAN
(print or type name)
Chairperson

Attest: Carl "Bud" Markel, Clerk

By: Carl "Bud" Markel
(County Seal)

STATE OF FLORIDA }
COUNTY OF DUVAL } SS

The foregoing instrument was acknowledged before me this 2ND day of July, 1996, by DONALD JORDAN, the Chairman of the Board of County Commissioners, St. Johns County, Florida, on behalf of the Commission.



SUZANNE M. ORF
MY COMMISSION # CC/10994 EXPIRES
June 12, 1999
BONDED THRU TROY FARM INSURANCE, INC

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

NORTHWEST QUADRANT

ALL OF SECTION 3, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 10, LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 15 LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 43 LYING WEST OF INTERSTATE 95 RIGHT-OF-WAY, ALL OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT LYING NORTHWEST OF INTERNATIONAL GOLF PARKWAY, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTHERLY 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 PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET TO THE POINT OF BEGINNING; THENCE 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 NORTHWESTERLY HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY 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 SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'40" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 562.78 FEET; THENCE SOUTH 45°30'06" EAST CONTINUING ALONG 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 ALONG SAID RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 484.97 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3531.68 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 291.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42°08'03" WEST AND A CHORD DISTANCE OF 291.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°46'13" 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 CONTINUING 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 ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 1095, PAGE 1592 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG 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 PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION 44; THENCE NORTH 16°14'53" EAST ALONG THE NORTHWESTERLY LINE OF AFORESAID SECTION 43,

SRL04/053.CJS/88211.62

Page 1 of 2

EXHIBIT A

A DISTANCE OF 2983.85 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SECTION 43; THENCE NORTH 01°01'14" WEST ALONG THE WEST LINE OF AFORESAID SECTIONS 10 AND 3 TO THE NORTHWEST CORNER OF SAID SECTION 3, A DISTANCE OF 6098.77 FEET; THENCE NORTH 88°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-WAY AS NOW ESTABLISHED), A DISTANCE OF 136.16 FEET; THENCE SOUTH 27°32'59" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A DISTANCE OF 10,169.46 FEET; THENCE SOUTH 24°32'59" EAST LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 AND ALONG THE AFORESAID WESTERLY 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 CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 553.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 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 CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1430.56 ACRES MORE OR LESS.

LESS AND EXCEPT THE UTILITY SITE AS RECORDED IN OFFICIAL RECORDS BOOK 1095, PAGE 1592 OF THE PUBLIC RECORDS OF SAID COUNTY, CONTAINING 5.91 ACRES MORE OR LESS.

4Rev. 1/22/96

ARTICLES OF INCORPORATION
OF
SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC.
(a corporation not-for-profit)

95 JUN 20 PM 2:45
ST. JOHNS COUNTY
TALLAHASSEE, FLORIDA

I. NAME AND DEFINITIONS.

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

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

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

III. PURPOSES.

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

A. To promote matters of common interest and concern of the Owners of the Property which is located within 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 the retention or detention ponds, swales, storm drains and other facilities constituting the surface water or storm water management system pursuant to St. Johns River Water Management 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 delegated to and accepted by the Association.

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

D. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures,

2463 7

EXHIBIT B

landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

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 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 POWERS.

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

A. To hold funds solely and exclusively for the benefit of the Members 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 purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, 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 levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

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

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

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

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

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

V. MEMBERS

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

VI. VOTING AND ASSESSMENTS.

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

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

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

(3) The Developer shall have the number of votes equal to the number of votes allocated to the 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

until it shall voluntarily relinquish its right to vote in Association matters, whichever shall first occur.

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

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

VII. BOARD OF DIRECTORS.

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

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

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

James E. Davidson, Jr.
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

Eduardo Gil
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

Sharon P. Davidson
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

Vernon Kelly
112 TPC Boulevard
Ponte Vedra Beach, FL 32082

Ruffin Beckwith
112 TPC Boulevard
Ponte Vedra Beach, FL 32082

VIII. OFFICERS.

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

President	James E. Davidson, Jr.
Vice President	Vernon 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.

X. BYLAWS.

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

XI. AMENDMENTS TO ARTICLES OF INCORPORATION.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles; provided however, any amendment to Article XVII hereof shall require the written consent and joinder of the County.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

James E. Davidson, Jr.
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

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

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being

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

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XV. DISSOLUTION OF THE ASSOCIATION.

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

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

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

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by 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 forth 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 acceptable to the St. Johns River Water Management District, Florida Department of Environmental Protection, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner

provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

XVII. SPECIAL PROVISIONS REGARDING ST. JOHNS 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 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, all as more particularly set forth in 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 shall be exempt from the lien of annual or special assessments as established by the Association pursuant to the Declaration so long as such ownership interest is retained by the County. Further, the County's personal liability for 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 11th day of June, 1996.

Signed, sealed and
delivered in the
presence of:

Thomas M. Jenks
(Print or Type Name)

Lucy M. Titterton
(Print or Type Name)

James E. Davidson, Jr.
Incorporator

STATE OF FLORIDA)
) ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 11th day of JUNE, 1996, by James E. Davidson, Jr., the Incorporator of SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC. He is personally known to me or produced _____ as identification and did not take an oath.

Thomas M. Jenks

(Print or Type Name)
Notary Public,
State of Florida at Large.

My Commission Expires:

NOTARIAL SEAL)

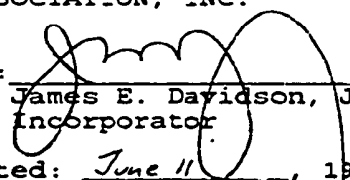


THOMAS M. JENKS
MY COMMISSION # CC 215825 EXPIRES
July 13, 1996
BONDED THRU TRACY FARM INSURANCE, INC.

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

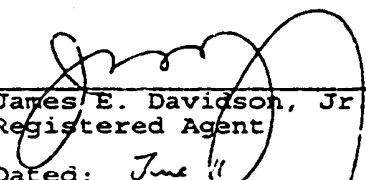
SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2395 INTERNATIONAL GOLF PARKWAY, ST. AUGUSTINE, FLORIDA 32095-8427, HAS NAMED JAMES E. DAVIDSON, JR. WHOSE ADDRESS IS 2395 INTERNATIONAL GOLF PARKWAY, ST.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

SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC.

By: 
James E. Davidson, Jr.
Incorporator

Dated: June 11, 1996

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


James E. Davidson, Jr.
Registered Agent

Dated: June 11, 1996

96 JUN 20 PM 2:46
SECRET
TALLAHASSEE, FLORIDA

BYLAWS

OF

SAINT JOHNS NORTHWEST MASTER ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which 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, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Saint Johns Northwest Master Association, Inc. ("Association") shall be at 2395 International Golf Parkway, St. 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 RIGHTS AND ASSESSMENTS.

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

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

IV. BOARD OF DIRECTORS.

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

2464.6

EXHIBIT C

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

V. ELECTION OF DIRECTORS.

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

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 Owner 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 less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

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

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

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

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

3. With reference to assessments of the Association:

- (a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;
- (b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
- (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

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

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

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

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

VIII. OFFICERS.

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

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

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

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

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

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

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

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

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

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

IX. COMMITTEES.

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shall have the duties, authority and functions as described elsewhere in these Bylaws.

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

X. BOOKS AND RECORDS.

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

XI. MEETINGS OF MEMBERS.

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

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for

registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding 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 governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

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

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

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Saint Johns Northwest Master Association, 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. Johns County, Florida.

2004 6

XV. INCONSISTENCIES.

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

Adopted by the Board of Directors of
Saint Johns Northwest Master Association,
Inc., a Florida corporation not-for-
profit, effective July 22, 1996

By: Sharon P. Davidson
Sharon P. Davidson
Secretary

EXHIBIT D

COMMON AREA

1. All lakes, ponds, canals, and other water bodies, and all weirs, drainpipes, pumps, and other drainage related equipment and structures which are located within or in close proximity to the Property and which are more particularly described by the construction drawings on file with the St. Johns River Water Management District which are incorporated by reference in Permit No. 4-109-0122M, as the same may be amended from time to time.

2. Those lands described on Exhibit A attached to that certain Deed of Conservation Easement, Conservation Easement No. 29, recorded in Official Records Book 1166 at page 468 of the public records of St. Johns County, Florida.

3. Those lands described on Exhibit A attached to that certain Deed of Conservation Easement, Conservation Easement No. 27, recorded in Official Records Book 1166 at page 482 of the public records of St. 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 described on Exhibit A attached to that certain Deed of Conservation Easement, Conservation Easement No. 25, recorded in Official Records Book 1166 at page 496 of the public records of St. Johns County, Florida.

24x2.23
06/24/96

Revised 05/29/06

3

Rec - 289.00
Sur - 36.50

Recorded in Public Records St. Johns County, FL
Clerk# 96025825 O.R. 1185 PG 740 02:25PM 07/24/96
Recording \$289.00 Surcharge \$36.50

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST RESIDENTIAL

Jack Ret

THIS DOCUMENT PREPARED BY:

→ **Thomas M. Jenks, Esq.**
Pappas Metcalf & Jenks, P.A.
200 West Forsyth Street
Suite 1400
Jacksonville, FL 32202-4327

10418.4

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST RESIDENTIAL

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality
Section 1.2 Benefits and Burdens

ARTICLE II
DEFINITIONS

Section 2.1 Association
Section 2.2 Building Site
Section 2.3 Common Area
Section 2.4 Developer
Section 2.5 Landscape Plan
Section 2.6 Owner
Section 2.7 Property
Section 2.8 Residential Dwelling Unit
Section 2.9 Subassociation

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS THEREFROM

Section 3.1 No Implied Extension of Covenants
Section 3.2 Additional Lands
Section 3.3 Withdrawal of Lands

ARTICLE IV
COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area
Section 4.2 Owners' Easement of Enjoyment
Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area
Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits
Section 4.5 Easement for Maintenance Services

ARTICLE V
ARCHITECTURAL CONTROL

Section 5.1 Assignment of Right of Architectural Review
Section 5.2 Architectural Review and Approval

10418.4

-i-

Section 5.3	<u>Architectural Review Board</u>
Section 5.4	<u>Powers and Duties of the ARB</u>
Section 5.5	<u>Compensation of ARB</u>
Section 5.6	<u>Limited Liability</u>

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1	<u>Creation of the Lien and Personal Obligation of Assessments</u>
Section 6.2	<u>Purpose of Assessments</u>
Section 6.3	<u>Calculation and Collection of Assessments</u>
Section 6.4	<u>Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association</u>
Section 6.5	<u>Subordination of Lien to Mortgages</u>
Section 6.6	<u>Developer's Assessments</u>

ARTICLE VII
UTILITY PROVISIONS

Section 7.1	<u>Water System</u>
Section 7.2	<u>Sewage System</u>
Section 7.3	<u>Solid Waste Recycling</u>
Section 7.4	<u>Utility Services</u>

ARTICLE VIII
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 8.1	<u>Common DRI and PUD</u>
Section 8.2	<u>Compliance with Laws</u>
Section 8.3	<u>Platting and Additional Restrictions</u>
Section 8.4	<u>Utilities</u>
Section 8.5	<u>Reservation of Right to Release Restrictions</u>
Section 8.6	<u>Future Easement</u>

ARTICLE IX
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 9.1	<u>Easement for Ingress and Egress</u>
Section 9.2	<u>Rights of Developer to Restrict Access</u>
Section 9.3	<u>Rights of Developer to Alter Roadways</u>

ARTICLE X
GENERAL PROVISIONS

Section 10.1	<u>Ground Leased Land</u>
--------------	---------------------------

Section 10.2 Land Subject to Easements, Etc.
Section 10.3 Violations
Section 10.4 Severability
Section 10.5 Additional Restrictions
Section 10.6 Titles
Section 10.7 Termination or Amendment
Section 10.8 Conflict or Ambiguity in Documents

Exhibit A - Property
Exhibit B - Articles of Incorporation
Exhibit C - Bylaws
Exhibit D - Common Area
Exhibit E - Roadways

**DECLARATION
OF
COVENANTS AND RESTRICTIONS FOR
SAINT JOHNS - NORTHWEST RESIDENTIAL**

THIS DECLARATION is made this 24th day of July, 1999, by SJH PARTNERSHIP, LTD. (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

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

Section 1.2 Benefits and Burdens. Every person 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 shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

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

Section 2.1 Association. The Saint Johns Northwest Residential Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the

10418.4

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 Common Area owned in fee simple by the Association.

Section 2.3 Common Area. All real property (including easements, licenses and rights to use real property) and personal property 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 this Section 2.3, 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 real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof, together with all improvements constructed therein by Developer but not owned or maintained by a public or private utility company.

Section 2.4 Developer. SJH Partnership, Ltd. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to 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 SJH Partnership, Ltd. 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 Building Site.

Section 2.7 Property. The real property described on Exhibit A attached hereto and made a part hereof and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

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

Section 2.9 Subassociation. Any residential or commercial property owners or condominium association formed as a Florida non-profit corporation whose members are comprised of Owners, except 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 discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

**ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS THEREFROM**

Section 3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any 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 other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

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

Section 3.3 Withdrawal of Lands. With the 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 withdrawn without the County's written consent. Upon the Developer's request, the affirmative consent of each and every Subassociation and Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV COMMON AREA RIGHTS

Section 4.1 Conveyance of Common Area. Developer agrees that 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 Building 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 conveyance or assignment.

Section 4.2 Owners' 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 title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of any Planned Unit Development Ordinance ("PUD") or Development of Regional Impact Development Order ("DRI");

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

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

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

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Building Site located within the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights, and personal 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 Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St.

Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 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 shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits.

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, street 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 shall be permitted to grow or remain upon the Common Area, or any portion thereof, and no refuse pile or unsightly object shall be allowed to be placed or remain anywhere thereon. All of the Common Area, and any improvements located thereon shall at all times be maintained in a neat and attractive condition in substantial conformance with the Landscape Plan. Landscaping located within the Common Area shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, irrigation systems and lake edge maintenance, all in a manner and with such frequency as is consistent with good property management. Further, all portions of the Common Area which now are, or may hereafter, 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 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.

(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 Developer shall no longer own any portion of the Property, the Landscape Plan may be materially modified only upon the approval of the Subassociations and Owners holding not less than seventy-five percent (75%) 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 Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

ARTICLE V ARCHITECTURAL CONTROL

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

Section 5.2 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any 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

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 be the burden of each Owner to supply one (1) set of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 5.3 Architectural Review Board. The architectural review and control functions of the Association shall be administered 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 appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

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

5.4.1 To 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 may also require submission of samples of building materials, tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria established by the Developer.

5.4.2 To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB 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 shall have the right to make a written request to the

Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

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

Section 5.5 Compensation of ARB. 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 by the Developer, only those members of the ARB who are licensed architects, engineers, or other design professionals may be compensated.

Section 5.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ARB or the Association 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 expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the ARB or the Association.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner of such Building Site. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 Purpose of Assessments.

10418.4

-9-

(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) At the option of the Board of Directors, annual assessments levied by the Association may also be used to fund contributions to a Transportation Demand Management Association ("TDMA"), or similar organization, formed pursuant to the requirements of the DRI, 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 the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party.

Section 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 established to be, and shall not exceed, Two Hundred Seventy-Five and 00/100 Dollars (\$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, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent 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 shall be divided by the total Assessment Equivalents attributable to the Property as of the

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 Board of Directors pursuant to this Declaration shall be allocated as follows:

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

(ii) Owners of Building Sites upon which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each 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 Certificate of Occupancy, or similar final inspection approval by the St. Johns County, Florida Building Department, or other governmental authority having jurisdiction.

(d) Notwithstanding the provisions of paragraph (b) of this 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 6.3. Prior to completion of improvements upon a Building Site, the assessments attributable thereto shall be based 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 Developer to such Owner in writing. For purposes of this

subparagraph (d), each hotel or motel room shall be deemed to be comprised of five hundred (500) square feet of heated and air conditioned space. In the event that improvements are partially completed upon any Building Site, the assessments attributable to the completed improvements shall be computed in accordance with subparagraph (b) of this Section 6.3, and the 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 the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

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

Section 6.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Building Site encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If 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 or the

personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.5 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Building Site, shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. No sale or other transfer shall relieve any Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Building Sites, and other parcels located within the Property and owned by the Developer shall not be subject to any annual or special assessment levied by the Association or to any lien for such assessments. 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 Development period shall begin upon the conveyance of the first

Building Site in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Buildings Sites owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Building Sites Parcels within the Property.

ARTICLE VII
UTILITY PROVISIONS

Section 7.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water 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 the Property owned by such Owners. No individual potable water supply system or well for consumptive purposes 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 service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

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

Section 7.4 Utility Services. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility.

services for service to the portions of the Property owned by such Owner.

**ARTICLE VIII
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER**

Section 8.1 Common DRI and PUD. Due to the integrated nature of the Property and the lands described in that certain Development of Regional Impact Order approved by St. Johns County by Resolution Number 91-130 (the "DRI") and under Planned Unit Development Ordinance Number 91-36 (the "PUD"), 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. All Owners and other occupants of the Property shall at all times comply with the terms of the DRI and PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

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

Section 8.4 Utilities. Developer reserves for itself, its successors, assigns and designees, a perpetual, exclusive 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. All electrical and telecommunication transmission lines within the Property shall be installed and maintained underground.

Section 8.5 Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

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

ARTICLE IX RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

Section 9.1 Easement for Ingress and Egress. All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit E attached hereto and made a part hereof (the "Roadways"). 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 Rights of Developer 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 Developer, may create or participate in a disturbance or nuisance.

on any part of the Property or on any land of Developer lying adjacent to or near the Property. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways referenced in this Article 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 Developer would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of such Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer, obstruct the vision of a 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 easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 9.2 thereafter shall be of no further force or effect.

Section 9.3 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including 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 shall 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.

**ARTICLE X
GENERAL PROVISIONS**

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 lease, 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 lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 10.1 shall be dispositive.

Section 10.2 Land Subject to Easements, Etc. 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 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 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 or other entity shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner of any 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 covenant or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided by law.

Section 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.

Section 10.5 Additional Restrictions. No Owner may impose any additional covenants or restrictions on any part of the Property, without the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Developer may include in any contract or deed hereafter made and covering all or any part of the Property any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 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 titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 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 (10) 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, amendment, 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 party to correct any typographical or clerical error, to resolve any inconsistency or ambiguity contained in this Declaration, or to make this Declaration comply with any requirement of any governmental authority having jurisdiction or regulatory authority over the Property or any portion thereof. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

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

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 14th day of JULY 1996.

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

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

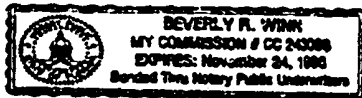
By: St. Johns Harbour, Inc., a Florida corporation, its general partner

By: Louis Baioni
Its: President
3597 New Lottwell Road
Memphis, TN 38118

[CORPORATE SEAL]

STATE OF Florida)
COUNTY OF Duval) SS

The foregoing instrument was acknowledged before me this 25th day of June, 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 SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Beverly R. Winn
(Print Name)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____

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

PARCEL 10

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 PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG 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 PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE 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 NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, 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 SOUTH 23°23'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-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 CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, 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 SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND 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 OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-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 RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 39.94 FEET; THENCE SOUTH 01°32'44" WEST, A DISTANCE OF 28.25 FEET; THENCE NORTH 09°57'03" WEST, A DISTANCE OF 43.52 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN

Page 1 of 21

SKL02/176.CJS/88211.62

EXHIBIT A

ARC DISTANCE OF 45.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°13'07" WEST AND A CHORD DISTANCE OF 44.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°29'09" WEST, A DISTANCE OF 3.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG 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 OF TANGENCY 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 ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°43'59" WEST AND A CHORD DISTANCE OF 39.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°30'35" EAST, A DISTANCE OF 41.22 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 37.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°11'44" WEST AND A CHORD DISTANCE OF 36.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°54'04" WEST, A DISTANCE OF 63.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 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°36'50" EAST, A DISTANCE OF 33.52 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 32.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°58'22" WEST AND A CHORD DISTANCE OF 31.87 FEET TO THE POINT OF TANGENCY OF SAID 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 RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°53'03" WEST AND A CHORD DISTANCE OF 37.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°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 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°58'53" 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 FEET; THENCE NORTH 23°53'32" EAST, A DISTANCE OF 23.96 FEET; THENCE NORTH 19°20'24" EAST, A DISTANCE OF 19.12 FEET; THENCE NORTH 14°54'50" WEST, A DISTANCE OF 40.97 FEET; THENCE NORTH 01°54'55" WEST, A DISTANCE OF 29.02 FEET; THENCE NORTH 49°10'10" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 91.83 FEET; THENCE NORTH 64°48'06" WEST, A DISTANCE OF 18.24 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY 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 SUBTENDED BY A CHORD BEARING OF SOUTH 67°41'10" WEST AND A CHORD

DISTANCE OF 50.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°14'46" WEST, A DISTANCE OF 107.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°31'11" WEST AND A CHORD DISTANCE OF 41.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 173.74 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 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°06'28" 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 20.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°02'16" WEST AND A CHORD DISTANCE OF 50.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°43'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 27.60 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°49'59" EAST AND A CHORD DISTANCE OF 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 ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE 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 NORTHWESTERLY CONTINUING ALONG 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°01'42" WEST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE 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 BY A CHORD BEARING OF NORTH 21°10'56" EAST AND A CHORD DISTANCE OF 351.34 FEET 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 OF SAID ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°08'23" EAST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING

SRL02/176.CJS/88211.62

Page 3 of 21

SUBTENDED BY A CHORD BEARING OF SOUTH 29°18'05" EAST AND A CHORD DISTANCE OF 95.25 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°45'08" EAST AND A CHORD DISTANCE OF 316.10 FEET TO THE END OF SAID CURVE, LYING ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD; THENCE SOUTH 15°10'32" WEST LEAVING SAID SOUTHERLY 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 BY A CHORD BEARING OF NORTH 73°19'22" WEST AND A CHORD DISTANCE OF 55.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°09'08" WEST, A DISTANCE OF 49.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.25 FEET, SAID ARC BEING 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 CURVE; THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 16.13 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°31'43" WEST AND A CHORD DISTANCE OF 47.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 36°56'51" 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 SOUTH 79°02'23" WEST AND A CHORD DISTANCE 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 BY 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 71°53'18" WEST, A DISTANCE OF 24.17 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 18.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°34'42" WEST AND A CHORD DISTANCE OF 17.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°16'06" WEST, 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 63°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, AN ARC DISTANCE OF 157.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF DUE SOUTH AND A CHORD DISTANCE OF 100.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE DUE EAST, A DISTANCE OF

114.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE 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 15.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°37'17" 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 ALONG 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 CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 86.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°39'04" EAST AND A CHORD DISTANCE OF 83.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°49'40" EAST, A DISTANCE OF 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 FEET TO THE POINT OF TANGENCY OF SAID 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 HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 41.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°12'31" EAST AND A CHORD DISTANCE OF 41.16 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 NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHEASTERLY 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 THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 182.61 FEET; THENCE NORTH 85°53'25" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.52 ACRES MORE OR LESS.

NORTHWEST PARCELS 12 AND 13

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET, SAID POINT BEING ON A 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 OF NORTH 00°30'05" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 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 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 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 CONTINUING 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 400.00 FEET; THENCE NORTHERLY 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 04°43'43" EAST AND A CHORD DISTANCE OF 312.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°44'53" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 133.59 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" 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 POINT 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 BEARING 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 POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 74.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

SRL05/051.BDC/88211.62

Page 6 of 21

58°24'00" WEST AND A CHORD DISTANCE OF 67.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°06'25" WEST, A DISTANCE OF 295.72 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 159.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°24'00" WEST AND A CHORD DISTANCE OF 152.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°54'26" WEST, A DISTANCE OF 42.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 119.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°04'19" WEST AND A CHORD DISTANCE OF 118.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°14'12" WEST, A DISTANCE OF 3.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°11'27" WEST AND A CHORD DISTANCE OF 240.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°08'41" WEST, A DISTANCE OF 278.58 FEET; THENCE NORTH 00°16'31" 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°51'49" EAST AND A CHORD DISTANCE OF 58.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46°00'10" EAST, A DISTANCE OF 22.71 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 71.47 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°29'06" 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 SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 150.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°19'05" EAST AND A CHORD DISTANCE OF 148.72 FEET 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; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 138.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°46'56" 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 SUBTENDED BY A CHORD BEARING OF NORTH 41°43'28" 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 CHORD DISTANCE OF 153.00 FEET TO A POINT LYING ON THE AFORESAID

WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, ALSO BEING THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY 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 BEARING OF SOUTH 18°15'37" EAST AND A CHORD DISTANCE OF 292.27 FEET TO THE POINT OF TANGENCY OF SAID 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 SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY 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 POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID 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 BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.34 ACRES MORE OR LESS.

NORTHWEST PARCEL 15

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 14°55'52" WEST ALONG THE WESTERLY LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; 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-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY 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 RIGHT-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 RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE EASTERLY RIGHT-OF-WAY 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 POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG 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 RIGHT-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 13.50 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 241.06 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 DISTANCE OF 313.87 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 669.62 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 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 BEARING OF NORTH 11°00'19" WEST AND A CHORD DISTANCE OF 394.80 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 63°47'57" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF ROYAL PALMS PARKWAY, A DISTANCE OF 23.17 FEET; THENCE SOUTH

SRLO5/056.JRM/88211.62

Page 9 of 21

28°17'09" WEST, A DISTANCE OF 49.64 FEET; THENCE SOUTH 61°42'51" EAST, A DISTANCE OF 92.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°25'10" 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°44'41" EAST, A DISTANCE OF 191.68 FEET; THENCE SOUTH 41°26'48" EAST, A DISTANCE OF 506.50 FEET; THENCE SOUTH 01°44'10" EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH 54°27'46" 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 SOUTH 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" WEST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 85°51'31" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 47°44'56" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 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 NORTH 84°47'42" WEST, A DISTANCE OF 26.57 FEET; THENCE NORTH 68°15'46" WEST, A DISTANCE OF 27.25 FEET; THENCE SOUTH 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°34'56" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.97 ACRES MORE OR LESS.

PARCEL 17

PART OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID 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°55'52" WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 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°42'37" WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57°29'02" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 12°56'14" WEST, A DISTANCE OF 54.95 FEET; THENCE NORTH 30°42'22" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 35°33'19" EAST, A DISTANCE OF 116.78 FEET; THENCE NORTH 28°40'30" EAST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29°38'37" EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH 46°54'21" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 65°42'39" EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 87°11'45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42°36'16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH 82°13'04" EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34°01'44" EAST, A DISTANCE OF 54.10 FEET; THENCE NORTH 20°27'12" EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22°59'20" WEST, A DISTANCE OF 94.68 FEET; THENCE NORTH 10°55'13" WEST, A DISTANCE OF 149.84 FEET; THENCE NORTH 77°00'58" 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°23'04" EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53°59'50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 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 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°24'23" WEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH 82°33'50" WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH 30°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°40'55" WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02°52'40" EAST, A DISTANCE OF 28.13 FEET; THENCE SOUTH 03°14'24" EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH 31°55'36" EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13°46'07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 6.71 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°06'56" EAST AND A CHORD DISTANCE OF 277.49 FEET TO THE POINT OF

SRL01.073/93448.02

Page 11 of 21

TANGENCY OF SAID CURVE; THENCE NORTH 72°31'21" EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH 28°55'04" WEST, A DISTANCE OF 156.28 FEET; THENCE NORTH 21°43'19" EAST, A DISTANCE OF 293.81 FEET; THENCE NORTH 46°16'39" 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 OF 225.54 FEET; THENCE NORTH 86°07'17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88°26'55" EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31°12'02" EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH 63°23'53" EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°43'14" EAST AND A CHORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°31'13" EAST, A DISTANCE OF 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 BY A CHORD BEARING OF NORTH 35°52'20" EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34°37'10" EAST, A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°37'38" 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; THENCE NORTHEASTERLY ALONG THE 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 AND A CHORD DISTANCE OF 92.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°00'34" EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°44'05" EAST AND A CHORD DISTANCE OF 32.98 FEET TO THE POINT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 17°24'57" 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 BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°59'29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.20 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 OF 51.89 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 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 OF 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°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 FEET; THENCE SOUTH 29°25'28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53°37'04" WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 31°58'08" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 51°41'03" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 22°38'15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 37°23'31" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 21°27'15" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 05°22'14" EAST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 29°00'47" WEST, A DISTANCE OF 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 FEET; 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 FEET; THENCE SOUTH 28°31'33" WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH 36°32'57" WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 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 DISTANCE OF 33.12 FEET; THENCE SOUTH 46°12'39" WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH 55°14'46" WEST, A DISTANCE 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 FEET; THENCE SOUTH 49°36'31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54°14'19" WEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53°21'03" WEST, 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 SOUTH 56°00'18" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59°06'34" WEST, A DISTANCE OF 18.49 FEET; THENCE SOUTH 66°29'35" WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69°18'45" WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH 70°25'19" WEST, A DISTANCE OF 138.11 FEET; THENCE NORTH 81°05'20" WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; 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°41'58" 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 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 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 TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET, SAID ARC BEING

SRL01.073/93448.02

Page 13 of 21

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 NORTHWESTERLY HAVING A RADIUS OF 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" 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; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°29'34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°30'26" 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 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°17'18" WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID 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 NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY 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 POINT ON SAID CURVE; THENCE SOUTH 10°26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18°25'38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03°10'51" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°01'47" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 84°07'31" WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 87°16'07" WEST, A DISTANCE OF 20.48 FEET; THENCE NORTH 87°23'45" WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02°36'15" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°16'10" WEST, A DISTANCE OF 220.65 FEET; THENCE NORTH 41°22'01" WEST, A DISTANCE OF 35.85 FEET; THENCE NORTH 52°21'49" WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41°46'52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH 34°19'22" WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 23°52'07" WEST, A DISTANCE OF 36.22 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.

NORTHWEST PARCEL 18

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, 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 SECTION 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE PROPOSED NORTHWESTERLY RIGHT-OF-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 PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 799.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12°25'48" WEST LEAVING SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.34 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF 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 234.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°30'07" WEST, A DISTANCE OF 32.53 FEET; THENCE NORTH 47°51'45" WEST, A DISTANCE OF 174.23 FEET; THENCE NORTH 57°05'41" WEST, A DISTANCE OF 166.10 FEET; THENCE NORTH 61°36'25" WEST, A DISTANCE OF 129.38 FEET; THENCE NORTH 47°38'45" WEST, A DISTANCE OF 298.31 FEET; THENCE NORTH 46°29'24" WEST, A DISTANCE OF 107.27 FEET; THENCE NORTH 54°30'32" EAST, A DISTANCE OF 165.18 FEET; THENCE SOUTH 42°10'17" EAST, A DISTANCE OF 27.32 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 24.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 12°10'24" WEST AND A CHORD DISTANCE OF 23.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°28'57" EAST, A DISTANCE OF 9.16 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 21.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°24'56" EAST AND A CHORD DISTANCE OF 20.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°39'02" WEST, A DISTANCE OF 18.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 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°46'16" EAST AND A CHORD DISTANCE OF 38.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 31°48'27" EAST, A DISTANCE OF 19.43 FEET 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°04'51" EAST AND A CHORD DISTANCE OF 11.88 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°21'16" EAST, A DISTANCE OF 17.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°22'56" EAST AND A CHORD DISTANCE 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 SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°30'48" EAST AND A CHORD DISTANCE OF 20.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 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 59.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 59°41'46" EAST AND A CHORD DISTANCE OF 58.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°46'33" EAST, A DISTANCE OF 9.46 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.36 FEET, SAID ARC BEING SUBTENDED 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 ARC OF SAID CURVE, AN ARC DISTANCE OF 26.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°24'51" EAST AND A CHORD 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 RADIUS 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°25'11" EAST, A DISTANCE OF 1.12 FEET TO THE POINT 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 80°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 60.18 FEET TO THE 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 SOUTH 88°46'21" EAST AND A CHORD DISTANCE OF 32.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°19'16" 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 BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°04'48" EAST AND A CHORD DISTANCE OF 29.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°50'18" EAST, A DISTANCE 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" EAST AND A CHORD DISTANCE OF 47.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°57'07" EAST, A DISTANCE OF 28.22 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°01'26" 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 SOUTHWESTERLY 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 26°28'17" EAST AND A CHORD DISTANCE OF 51.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°50'49" EAST, A DISTANCE OF 31.28 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY 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 SUBTENDED BY A CHORD BEARING OF SOUTH 45°23'09" EAST AND A CHORD DISTANCE OF 98.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°55'28" EAST, A DISTANCE OF 5.69 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°16'53" EAST AND A CHORD DISTANCE OF 90.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 07°30'44" WEST, A DISTANCE OF 29.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°06'51" EAST AND A CHORD DISTANCE OF 31.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°44'31" EAST, A DISTANCE OF 5.11 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 80.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING 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°29'08" WEST, A DISTANCE OF 31.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING 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 THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°16'14" EAST, A DISTANCE OF 44.31 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 78°02'18" 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, AN 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 DISTANCE 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°33'36" EAST, A DISTANCE OF 8.48 FEET; THENCE NORTH 78°25'22" EAST, A DISTANCE OF 48.40 FEET; THENCE NORTH 84°33'38" EAST, A DISTANCE OF 36.43 FEET; THENCE SOUTH 70°03'11" EAST, A DISTANCE OF

93.83 FEET; THENCE NORTH 89°52'29" EAST, A DISTANCE OF 62.23 FEET; THENCE NORTH 89°48'34" EAST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 85°12'21" EAST, A DISTANCE OF 69.88 FEET; THENCE SOUTH 20°11'42" EAST, A DISTANCE OF 64.19 FEET; THENCE SOUTH 77°20'13" EAST, A DISTANCE OF 39.46 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°57'20" EAST AND A CHORD DISTANCE OF 38.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°25'32" WEST, A DISTANCE OF 28.73 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°23'42" WEST AND A CHORD DISTANCE OF 18.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°21'58" WEST, A DISTANCE OF 8.58 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET; THENCE 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 DISTANCE OF 9.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°23'57" EAST, A DISTANCE OF 1.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 20.00 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 OF 42.67 FEET TO THE POINT OF CURVE OF 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 BEARING OF SOUTH 66°00'08" EAST AND A CHORD DISTANCE OF 38.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°30'16" 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 SAID CURVE, AN ARC DISTANCE OF 32.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°08'36" 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 OF 35.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 53°31'48" EAST AND A CHORD DISTANCE OF 21.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41°16'39" 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°29'50" 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.

ROYAL PINES PARKWAY

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-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°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE 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°30'06" 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 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 OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" 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 THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF 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 SAID CURVE, AN ARC DISTANCE OF 563.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°25'14" 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; 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 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET.

SKL03/045.BDC/88211.62 (VER.2)

Page 19 of 21

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 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 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 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 WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS 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 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS 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 SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" 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 WESTERLY RIGHT-OF-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 BEARING OF NORTH 52°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 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" 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 DISTANCE OF 223.05 FEET 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 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 NORTHEASTERLY 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 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 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°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE 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 DISTANCE OF 485.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD

SRL03/045.BDC/88211.62 (VER.2)

BEARING OF SOUTH 06°25'14" EAST AND A CHORD DISTANCE OF 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 CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°15'19" EAST AND A CHORD DISTANCE OF 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 241.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°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 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" 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 WESTERLY 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 DISTANCE 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°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.

Rev. 6/14/96

36 JUN 23 PM 4:07

ARTICLES OF INCORPORATION
OF
SAINT JOHNS NORTHWEST RESIDENTIAL
PROPERTY OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)

I. NAME AND DEFINITIONS.

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

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

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

III. PURPOSES.

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

A. To promote matters of common interest and concern of the Owners of 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 for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

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 the alteration, improvement, addition or change thereto.

10426.3

EXHIBIT B

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

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 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 POWERS.

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

A. To hold funds solely and exclusively for the benefit of the Members 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 purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, 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 levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is

deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

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

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

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

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

V. MEMBERS.

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

VI. VOTING AND ASSESSMENTS.

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

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

(2) The Members, other than the Developer, who are Owners shall have one vote for each Assessment Equivalent attributable to the Buildings 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 representative.

(3) The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the

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

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

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

VII. BOARD OF DIRECTORS.

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

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

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

James E. Davidson, Jr.
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

Vernon Kelly
112 TPC Boulevard
Ponte Vedra Beach, FL 32082

Eduardo Gil
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

Sharon P. Davidson
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

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

VIII. OFFICERS.

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

President	James E. Davidson, Jr.
Vice President	Vernon 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.

X. BYLAWS.

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

XI. AMENDMENTS TO ARTICLES OF INCORPORATION.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding sixty percent (60%) of the total votes allocated to the Members pursuant to these Articles; provided however, any amendment to Article XVII hereof shall require the written consent and joinder of the County.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

James E. Davidson, Jr.
2395 International Golf Parkway
St. Augustine, Florida 32095-8427

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

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

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

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

fact that he is or may be interested in any such contract or transaction.

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

XV. DISSOLUTION OF THE ASSOCIATION.

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

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

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

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by 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 forth above.

XVI. MERGERS AND CONSOLIDATIONS.

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

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 13th day of June, 1996.

Signed, sealed and delivered in the presence of:

John G. Metcalf
John G. Metcalf
(Print or Type Name)

Thomas J. Jones
(Print or Type Name)

James E. Davidson, Jr.
Incorporator

STATE OF FLORIDA)
COUNTY OF St. Johns) ss

The foregoing instrument was acknowledged before me this 13th day of June, 1996, by James E. Davidson, Jr., the Incorporator of SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC. He is personally known to me or produced N/A as identification and did not take an oath.

John G. Metcalf
John G. Metcalf
(Print or Type Name)
Notary Public,
State of Florida at Large.

My Commission Expires:

NOTARIAL SEAL)

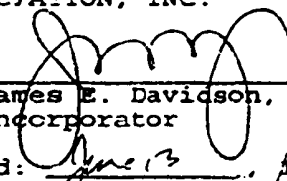


JOHN G. METCALF
MY COMMISSION # CC354303 EXPIRES
March 9, 1998
BONDED THRU TROY FARM INSURANCE, INC.

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

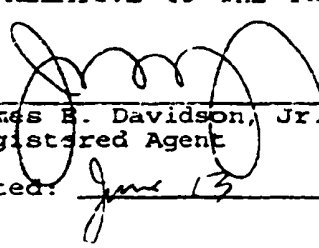
SAINT JOHNS NORTHWEST RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2395 INTERNATIONAL GOLF PARKWAY, ST. AUGUSTINE, FLORIDA 32095-8427, HAS NAMED JAMES E. DAVIDSON, JR. WHOSE ADDRESS IS 2395 INTERNATIONAL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

SAINT JOHNS NORTHWEST
RESIDENTIAL PROPERTY OWNERS
ASSOCIATION, INC.

By: 
James E. Davidson, Jr.
Incorporator

Dated: June 13, 1996

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


James E. Davidson, Jr.
Registered Agent

Dated: June 13, 1996

BYLAWSOFSAINT JOHNS NORTHEAST MASTER ASSOCIATION, INC.I. DEFINITIONS.

All 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 Saint Johns Northeast Master Association, Inc. ("Association") shall be at 2395 International Golf Parkway, St. 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 RIGHTS AND ASSESSMENTS.

A. Every person or entity who 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 forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

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

IV. BOARD OF DIRECTORS.

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

6617.1

EXHIBIT C

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

V. ELECTION OF DIRECTORS.

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

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 Owner 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 less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot referenced in Section D of this Article V.

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

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

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

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

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

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

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

3. With reference to assessments of the Association:

- (a) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;
- (b) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
- (c) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

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

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

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

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

VIII. OFFICERS.

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

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

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

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

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

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

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

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

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each

fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

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

IX. COMMITTEES.

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

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

X. BOOKS AND RECORDS.

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

XI. MEETINGS OF MEMBERS.

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

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

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address.

Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding 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 governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

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

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

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

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Saint Johns Northeast Master Association, 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. Johns County, Florida.

XV. INCONSISTENCIES.

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

ROYAL PINES PARKWAY

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-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°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE 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°30'06" 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 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 OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" 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 THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF 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 SAID CURVE, AN ARC DISTANCE OF 583.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°25'14" 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; 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 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET

SRL03/045.BDC/86211.62 (VER.2)

Page 1 of 3
EXHIBIT D

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 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 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 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 WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS 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 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS 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 SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" 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 WESTERLY RIGHT-OF-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 BEARING OF NORTH 52°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 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" 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 DISTANCE OF 223.05 FEET 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 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 NORTHEASTERLY 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 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 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°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE 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 DISTANCE OF 485.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING OF SOUTH 06°25'14" EAST AND A CHORD DISTANCE OF 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 CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°15'19" EAST AND A CHORD DISTANCE OF 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 241.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°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 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" 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 WESTERLY 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 DISTANCE 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°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.

ROYAL PINES PARKWAY

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-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°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE 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°30'06" 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 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 OF SAID CURVE, AN ARC DISTANCE OF 321.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°43'43" 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 THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 850.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 919.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°15'19" WEST AND A CHORD DISTANCE OF 875.65 FEET TO THE POINT OF TANGENCY OF 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 SAID CURVE, AN ARC DISTANCE OF 583.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°25'14" 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; 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 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 444.94 FEET

SRL03/045.DOC/88211.62 (VER.2)

Page 1 of 6

EXHIBIT E

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 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 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 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 WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS 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 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS 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 SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" 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 WESTERLY RIGHT-OF-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 BEARING OF NORTH 52°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 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" 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 DISTANCE OF 223.05 FEET 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 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 NORTHEASTERLY 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 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 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°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE 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 DISTANCE OF 465.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD

SRL03/045.BDC/88211.62 (VER. 2)

Page 2 of 6

BEARING OF SOUTH 06°25'14" EAST AND A CHORD DISTANCE OF 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 CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 703.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°15'19" EAST AND A CHORD DISTANCE OF 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 241.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°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 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" 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 WESTERLY 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 DISTANCE 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°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES MORE OR LESS.

WGV BOULEVARD

A PART OF SECTIONS 10, 43 AND 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°32'10" WEST ALONG 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 PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE 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 NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, 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 SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-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 BEGINNING, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST, A DISTANCE OF 475.00 FEET; THENCE NORTH 49°24'42" WEST, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY 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 SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY, 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 OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST, A DISTANCE OF 871.27 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 702.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°23'58" WEST AND A CHORD DISTANCE OF 633.17 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 409.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°12'18" WEST AND A CHORD DISTANCE OF 409.39 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°57'05" EAST, A DISTANCE OF 50.46 FEET; THENCE NORTH 14°27'25" WEST, A DISTANCE OF 100.09 FEET; THENCE NORTH 77°57'04" EAST, A DISTANCE OF 25.01

R15.131/88211.62

FEET; THENCE NORTH 13°29'58" WEST, A DISTANCE OF 100.03 FEET; THENCE SOUTH 77°57'04" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12°31'49" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 77°57'05" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 57.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°46'20" WEST AND A CHORD DISTANCE OF 57.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°29'43" WEST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 561.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD 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 NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 196.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°09'22" 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 RADIUS OF 730.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 470.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°07'01" EAST AND A CHORD DISTANCE OF 462.59 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY 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°37'24" 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 POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY 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°17'43" EAST AND A CHORD DISTANCE OF 180.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°14'56" EAST, A DISTANCE OF 167.91 FEET; THENCE NORTH 44°45'04" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 45°14'56" WEST, A DISTANCE OF 257.40 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY 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 CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1363.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°01'08" WEST AND A CHORD DISTANCE OF 1277.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°29'43" EAST, A DISTANCE OF 533.86 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 325.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD

R15.131/88211.62

Page 5 of 6

BEARING OF SOUTH 13°01'26" EAST AND A CHORD DISTANCE OF 325.56 FEET TO THE POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 430.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°37'17" 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 ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 858.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 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 CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 517.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING 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 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 397.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°42'21" EAST AND A CHORD DISTANCE OF 397.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 41°48'12" EAST, A DISTANCE OF 375.77 FEET; THENCE SOUTH 45°30'05" 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 SOUTHEASTERLY 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" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF CUSP OF A CURVE, SAID POINT ALSO BEING IN THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY; THENCE NORTH 44°29'54" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.86 ACRES MORE OR LESS.

Recorded in Public Records St. Johns County, FL
Clerk# 96034179 O.R. 1198 PG 872 09:00AM 09/30/1996
Recording \$73.00 Surcharge \$9.50

Le Commonwealth

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Let

THOMAS W. JENKS, ESQ.
PACDAS METCALF & JENKS, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327

18 Dec 7300
Jan 950

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAINT JOHNS - NORTHWEST RESIDENTIAL

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

R E C I T A L S :

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.

4

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.

11635.1

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.

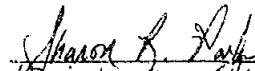
3. Pages 1, 2 and 3 of Exhibit D to the Declaration are hereby amended by substituting therefor, pages 1, 2 and 3 of Exhibit B attached to this First Amendment.

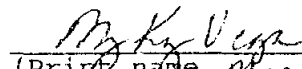
4. Pages 1, 2 and 3 of Exhibit E to the Declaration are hereby amended by substituting therefor, pages 1, 2 and 3 of Exhibit C attached to this First Amendment.

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.

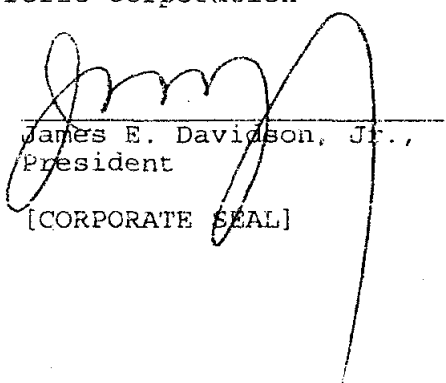
Signed, sealed and delivered
in the presence of:


(Print name SHARON R. PARKS)


(Print name Mary Kay Vega)

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

By:


James E. Davidson, Jr.,
President

[CORPORATE SEAL]

SJH PARTNERSHIP, LTD.
a Florida limited partnership

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

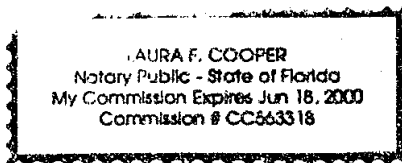
By: ST. JOHNS HARBOUR, INC.,
a Florida corporation, its
general partner

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

[Signature]
(Print Name) WILLIAM STUBBLEFIELD
[Signature]
(Print Name) CAROLYN CARA

Florida
STATE OF FLORIDA } SS
COUNTY OF ST. Johns

The foregoing instrument was acknowledged before me this 17th
day of September, 1996, 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.



[Signature]
(Print Name) LAURA F. COOPER
NOTARY PUBLIC
State of Florida at Large
Commission # CC563318
My Commission Expires: 6-18-2000

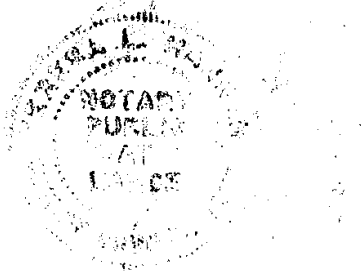
✓ Personally Known yes
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

STATE OF Tennessee)
) SS
COUNTY OF Shelby)

O.R. 1198 PG 0875

The foregoing instrument was acknowledged before me this 12th day of September, 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 SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.



Teresa L. Hannah
(Print Name Teresa L. Hannah)
NOTARY PUBLIC, State of Tennessee
Florida at Large
Commission # N/A

My Commission Expires My Commission Expires Oct. 26, 1999

Personally Known ✓

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____

NORTHWEST PARCELS 12 AND 13

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT 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-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 BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 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 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 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 CONTINUING 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°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 NORTHERLY CONTINUING 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 A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE 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 BEARING OF NORTH 21°26'59" 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 252.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°52'06" 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 DISTANCE OF 48.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A

SRL05/051.BDC/88211.62
V2

1 of 8

EXHIBIT A

RADIUS OF 80.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°38'00" WEST AND A CHORD DISTANCE OF 106.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°31'44" WEST, A DISTANCE OF 69.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°23'48" WEST AND A CHORD DISTANCE OF 126.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°19'21" WEST, A DISTANCE OF 111.98 FEET TO THE POINT OF CURVE OF A CURVE, 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 BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°09'49" WEST AND A CHORD DISTANCE OF 98.53 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 135.03 FEET, SAID ARC BEING SUBTENDED 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 OF 350.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 36°48'48" WEST AND A CHORD DISTANCE OF 387.63 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 276.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°35'42" WEST AND A CHORD DISTANCE 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°33'37" EAST AND A CHORD DISTANCE OF 304.05 FEET TO THE POINT 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 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°26'45" 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 HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 41°32'43" EAST AND A CHORD DISTANCE OF 199.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°19'13" EAST, 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 BY A CHORD BEARING OF NORTH 38°47'45" EAST AND A CHORD DISTANCE OF 210.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 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 WESTERLY

SRLO5/051.BDC/88211.62
V2

2 of 8

EXHIBIT A

RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC 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 SAID 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 SOUTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY 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 POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°25'04" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID 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 BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 311.17 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT-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 POINT OF BEGINNING.

CONTAINING 27.99 ACRES MORE OR LESS.

SRL05/051.BDC/88211.62
V2

3 of 8

EXHIBIT A

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 14°55'52" WEST ALONG THE WESTERLY LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; 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-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY 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 RIGHT-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 RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE EASTERLY RIGHT-OF-WAY 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 POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG 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 RIGHT-OF-WAY LINE, A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING, SAID 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 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°10'37" WEST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT 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 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°35'56" WEST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING 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" WEST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°19'36" EAST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY CONTINUING ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY

SRL05/056.JMM/88211.62 (REV. 1)

4 of 8

EXHIBIT A

LINE, AN ARC DISTANCE OF 182.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°48'14" EAST AND A CHORD DISTANCE OF 181.28 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 63°43'50" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, A DISTANCE OF 23.17 FEET; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 49.84 FEET; THENCE SOUTH 61°42'51" EAST, A DISTANCE OF 92.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°25'10" 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°44'41" EAST, A DISTANCE OF 191.68 FEET; THENCE SOUTH 41°26'48" EAST, A DISTANCE OF 506.50 FEET; THENCE SOUTH 01°44'10" EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH 54°27'46" 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 SOUTH 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" WEST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 85°51'31" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 47°44'56" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 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 NORTH 84°47'42" WEST, A DISTANCE OF 26.57 FEET; THENCE NORTH 68°15'46" WEST, A DISTANCE OF 27.25 FEET; THENCE SOUTH 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°34'56" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.99 ACRES MORE OR LESS.

EXHIBIT A

ROYAL PINES PARKWAY

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF SECTION 44, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHN'S 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 SAID SECTION 44, A DISTANCE OF 7123.49 FEET; 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-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°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE 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°30'06" 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 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°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 NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE 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 608.12 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 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 NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" 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 WESTERLY HAVING A RADIUS 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 CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

SK101/045 BDC/88211.62(VER. 1)

6 of 8

EXHIBIT A

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" 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 FEET; THENCE NORTHEASTERLY 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 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 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 WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS 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 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS 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 SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" 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 WESTERLY RIGHT-OF-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 BEARING OF NORTH 52°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 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" 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 DISTANCE OF 223.05 FEET 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 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 NORTHEASTERLY 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 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 SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

SRLO 1/045, HRC/HR211.62 (VER. 3)

7 of 8

EXHIBIT A

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°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE 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 DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT 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, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE 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°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO 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 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" 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; 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°53'47" 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 DISTANCE 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°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS

ROYAL PINES PARKWAY

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-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°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE 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°30'06" 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 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°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 NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE 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 608.12 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 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 NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" 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 WESTERLY HAVING A RADIUS 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 CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

SKL07/045.BDC/88211.62(VER. 3)

EXHIBIT B 1 of 3

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" 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 FEET; THENCE NORTHEASTERLY 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 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 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 WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS 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 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS 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 SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" 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 WESTERLY RIGHT-OF-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 BEARING OF NORTH 52°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 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" 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 DISTANCE OF 223.05 FEET 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 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 NORTHEASTERLY 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 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 SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

SRL03/045.BOC/RR211.62(VER 1)

EXHIBIT B 2503

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°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE 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 DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT 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, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE 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°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO 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 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" 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; 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°53'47" 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 DISTANCE 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°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS.

SRL03/045.BDC/88211.62 (VER. 3)

EXHIBIT B 3 of 2

ROYAL PINES PARKWAY

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-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°29'54" EAST CONTINUING ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE, CONCAVE 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°30'06" 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 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°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 NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 438.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°30'59" WEST AND A CHORD DISTANCE OF 431.37 FEET TO THE POINT OF REVERSE CURVE 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 608.12 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 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 NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°23'19" 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 WESTERLY HAVING A RADIUS 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 CHORD BEARING OF NORTH 02°25'17" WEST AND A CHORD DISTANCE OF 808.34 FEET

SRL01/045.BDC/88211.62(VER 1)

EXHIBIT C 1 of 3

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 448.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" 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 FEET; THENCE NORTHEASTERLY 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 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 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 WGV BOULEVARD, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS 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 216.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS 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 SUBTENDED BY A CHORD BEARING OF SOUTH 35°55'47" 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 WESTERLY RIGHT-OF-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 BEARING OF NORTH 52°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 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" 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 30°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET 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 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 NORTHEASTERLY 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 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 SAID CURVE, AN ARC DISTANCE OF 540.89 FEET, SAID ARC BEING

DRI01/045.DWG/88211.62 (VER. 1)

EXHIBIT C 2 of 3

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°25'04" WEST, A DISTANCE OF 201.54 FEET TO THE 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 DISTANCE OF 262.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°23'19" WEST AND A CHORD DISTANCE OF 259.31 FEET TO THE POINT 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, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°19'36" WEST AND A CHORD DISTANCE OF 331.76 FEET TO THE 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°55'14" EAST AND A CHORD DISTANCE OF 460.75 FEET TO 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 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°35'56" 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; 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°53'47" 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 DISTANCE 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°29'54" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.14 ACRES MORE OR LESS.

EXHIBIT C 3 of 3

SRL01/045 RDC/BR211.62(VER.1)

In Commonwealth

THIS DOCUMENT PREPARED
BY AND RETURN TO:

See
→ SHARON R. PARYS, ESQ.
PAPPAS METCALF & JENKS, P.A.
200 WEST FORSITH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327
See - 3700
Sur - 500

**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 12th day of September 1996, by **SJH 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 1185, at page 740 of the current public records of St. Johns County, Florida (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, 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 9.1 of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property 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.

9

11923.1

2. Designation of Additional Common Areas. The Developer hereby designates that portion of the Property described on Exhibit B attached hereto and made a part hereof, as additional Common Area.

3. Designation of Additional Roadways. The Developer hereby designates that portion of the Property described on Exhibit 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 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:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

[Signature]
(Name Carolyn Carr)

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

[Signature]
(Name William Stubblefield)

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

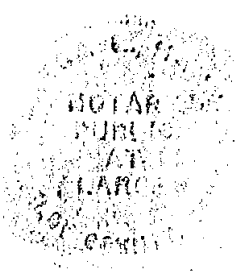
By: [Signature]

Louis Baioni
Its President
3797 New Getwell Road
Memphis, TN 38118

[CORPORATE SEAL]

STATE OF Tennessee)
) SS
COUNTY OF Shelby)

The foregoing instrument was acknowledged before me this 12th day of September, 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 **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Teresa L. Hannah
 (Print Name Teresa L. Hannah)
 NOTARY PUBLIC, State of Tennessee
 Florida at Large
 Commission # N/A
 My Commission Expires:

My Commission Expires Oct. 26, 1999
 Personally Known ✓
 or Produced I.D. _____
 [check one of the above]

Type of Identification Produced

NORTHWEST PARCEL 11A

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 OF SAID 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 BEGINNING; THENCE NORTH 32°40'18" WEST, A DISTANCE OF 394.90 FEET; THENCE NORTH 03°28'56" EAST ALONG A LINE TO ITS INTERSECTION WITH CONSERVATION EASEMENT NO. 29, A DISTANCE OF 315.67 FEET; THENCE SOUTH 68°38'38" EAST ALONG SAID 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°47'19" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 33.66 FEET; THENCE NORTH 56°23'17" WEST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 38.85 FEET; THENCE NORTH 41°26'16" 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 FEET; THENCE SOUTH 65°06'09" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 21.10 FEET; THENCE NORTH 73°35'01" EAST ALONG SAID CONSERVATION EASEMENT, A DISTANCE OF 24.11 FEET; THENCE SOUTH 67°48'15" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 61.16 FEET; THENCE SOUTH 02°10'02" WEST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 31.16 FEET; THENCE SOUTH 46°29'48" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 47.46 FEET; THENCE SOUTH 68°03'16" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 69.09 FEET; THENCE NORTH 71°08'08" EAST CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 54.32 FEET; THENCE NORTH 82°51'41" 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 POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°16'55" WEST ALONG A WESTERLY LINE OF SAID CONSERVATION EASEMENT, A DISTANCE OF 325.44 FEET; THENCE SOUTH 24°54'33" WEST CONTINUING 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 CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 440.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 431.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°25'35" WEST AND A CHORD DISTANCE OF 414.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°21'36" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.01 ACRES MORE OR LESS.

1 of 2

SRL05/060 JMM/88211.62

NORTHWEST PARCEL 11A ACCESS EASEMENT

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 OF SAID 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 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 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; THENCE NORTHEASTERLY 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 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY 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°52'34" 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 OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" 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 FEET 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 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°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

SRL05/061 J021/88211.62

2 of 2

EXHIBIT B

O.R. 1198 PG 0895

[Common Area]

11923.1

NORTHWEST PARCEL 11A ACCESS EASEMENT

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 OF SAID 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 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 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; THENCE NORTHEASTERLY 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 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY 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°52'34" 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 OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" 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 FEET 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 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°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

SRL05/061.JMM/88211.62

1 of 1

EXHIBIT C

D.R. 1198 PG 0897

[Additional Roadways]

11929.1

NORTHWEST PARCEL 11A ACCESS EASEMENT

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 OF SAID 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 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 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; THENCE NORTHEASTERLY 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 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY 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°52'34" 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 OF 71.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°26'14" 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 FEET 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 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°40'18" WEST, A DISTANCE OF 80.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.97 ACRES MORE OR LESS.

SRL05/061.JMM/88211.62

1 of 1

4 C'wair

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

**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 31st day of March, 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 Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by First Amendment to Declaration 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 County, 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, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property 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.

21624.2
3/27/97
Parcel 14

Recorded in Public Records St. Johns County, FL
Clerk# 97010626 O.R. 1230 PG 1358 08:35AM 04/01/1997
Recording \$21.00 Surcharge \$3.00

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 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

M. Lynn Lopez
(Name M. LYNN LOPEZ)

Signature M. Barth
(Name BARBARA M. BARTH)

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

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

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

By: James E. Davidson, Jr.
Vice President
Development Administration
3370-I International Golf
Parkway
St. Augustine, FL 32092

[CORPORATE SEAL]

13824.2
3/27/97
Parcel 14

2

STATE OF FLORIDA

COUNTY OF Duval

)
) SS
)

C.R. 1230 PG 1360

The foregoing instrument was acknowledged before me this 31 day of March, 1997, by **JAMES 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 PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Suzanne M. Barth
MY COMMISSION # CC53443 EXPIRES
JUNE 12, 1999
BONDED THRU TROY FARM INSURANCE, INC.

Suzanne M. Barth
(Print Name)
NOTARY PUBLIC, State of
Florida at Large
Commission #
My Commission Expires:

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

Type of Identification Produced

13824.2
3/27/97
Parcel 24

3

NORTHWEST PARCEL 14

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF CURVE OF A 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-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 BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 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 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 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 CONTINUING 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°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 NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 314.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°27'23" 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 50.00 FEET; THENCE SOUTHERLY LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 8.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°12'47" EAST AND A CHORD DISTANCE OF 8.94 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 81°33'31" WEST, A DISTANCE OF 150.76 FEET; THENCE NORTH 86°25'04" 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 NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°15'08" WEST AND A CHORD DISTANCE OF 57.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°16'39" WEST, A DISTANCE OF 155.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 400.00 FEET;

S:\SHARON\LEGAL\STJ\NWPAR14

- 1 -

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE 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 POINT 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 NORTH 54°59'26" EAST AND A CHORD DISTANCE OF 337.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 67°35'21" EAST, 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 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 289.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°44'05" EAST AND A CHORD DISTANCE OF 278.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°03'30" EAST, A DISTANCE OF 60.62 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.09 FEET, SAID ARC BEING SUBTENDED 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 NORTH 87°31'21" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, A DISTANCE OF 48.81 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY 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 DISTANCE OF 252.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°52'06" WEST AND A CHORD DISTANCE OF 251.43 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 623.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°07'27" EAST AND A CHORD DISTANCE OF 603.12 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°24'09" EAST AND A CHORD DISTANCE OF 123.48 FEET TO THE POINT OF BEGINNING.

S:\SHARON\LEGAL\SJH\NWPAR14

- 2 -

2
THIS DOCUMENT PREPARED
BY AND RETURN TO:

M. LYNN PAPPAS, ESQUIRE
PAPPAS METCALF & JENKS, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327

SPECIAL WARRANTY DEED

[NORTHWEST PARCEL 17]

THIS WARRANTY DEED is made and executed this 18 day of May, 1997, by SJK PARTNERSHIP, LTD., a Florida limited partnership (hereinafter called "Grantor") to TURNBERRY DEVELOPERS, LTD., a Florida limited partnership (hereinafter called "Grantee"), whose address is 2453 South Third Street, Jacksonville Beach, Florida 32250.

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in St. Johns County, Florida, more particularly described on Exhibit A attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on Exhibit B attached hereto and made a part hereof. (u)

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all 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 pursuant to matters set forth on Exhibit B) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

1. RESERVATIONS OF GRANTOR.

1.1 Easement for Maintenance Purposes. Grantor reserves for itself, the Saint Johns Northwest Master Association, Inc. and the

6045.11
4/22/97

Recorded in Public Records St. Johns County, FL
Clerk# 97017457 O.R. 1240 PG 1573 11:11AM 05/21/1997
Recording \$257.00 Surcharge \$32.50 Doc Stamps \$11,200.00

Saint Johns Northwest Residential Association, Inc. (the "Associations"), their agents, employees, successors or assigns, a non-exclusive and perpetual 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 other areas, the maintenance of which is required or allowed 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 accordance with the covenants 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 defined in the Saint Johns Development of Regional Impact Order Resolution No. 91-130, as the same may be amended from time to time (the "Saint Johns DRI"), for the purposes and subject to the terms and conditions set forth herein. Grantor hereby reserves to itself and the Master 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 Northeast Parcel and its owners as they may exist from time to time, as such term is defined in the Saint Johns DRI, a perpetual and non-exclusive easement over and 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 drainage system, together with a non-exclusive perpetual 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 shall consist of a series of interconnected lakes and drainage improvements, all as more particularly described in the Surface Water Permits, as such term is defined in Section 2 below and as described in the Drainage Plan referenced in the Development Criteria, defined in Section 3.1 below (the "Drainage System"). The easements granted and reserved herein shall include a perpetual right to use the Drainage System and the easements herein reserved to 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 Master Association, Inc. ("Master Association") to use and operate the Drainage System in accordance with the standards set forth in Section 3.1 hereof. Grantor hereby reserves for itself and grants to the Master Association a perpetual non-exclusive easement over the Property for ingress and egress at all times for purposes of maintenance of the Drainage System, for inspecting and testing the water level and water quality of the Drainage System and otherwise to exercise the rights and obligations of Grantor and the Master Association set forth herein.

1.3 Drainage Maintenance Easement. Grantor specifically reserves for itself and the Master Association a perpetual non-exclusive easement for ingress and egress to portions of the Drainage System within the Property and within fifteen (15) 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 Easements 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 and perpetual easement over 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, electric 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 Drainage System or upon which drainage facilities or utility improvements are located, together with reasonable access to such lakes, water bodies, canals and utility improvements or common areas for the purposes of the easements herein provided. In order to reduce the easement area, the requesting party shall obtain a survey and legal description of the Drainage System and actual or intended location of utility or road improvements and reasonable 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 shall execute and record an instrument limiting the easement area to those specifically defined parcels reflected on the survey. The cost and expense of such survey shall be borne by the party requesting same.

1.6 Restoration and Repair. Any party entering upon the property of another in the exercise of the easement rights granted in Sections 1.1 through 1.4 above shall hold harmless and indemnify the other for any loss, cost, damage or expense suffered by such property owner and resulting directly from the activities of such other party in the exercise of its easement rights. Any property disturbed in the exercise of the easement rights granted shall be restored as soon as reasonably practical following such activity to its previously existing condition by the party performing such activity.

1.7 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 pedestrian ingress and egress over roads constructed upon the Property 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 Property. As a condition to use of such easement rights, owners of residential lots within the Adjacent Property and within the Property shall share the cost of the maintenance of such roads and common area recreational improvements, such cost sharing to be implemented as follows:

1.7.1 The association of property owners applicable to the Property (the "Property Association") and the association of property owners applicable to the Adjacent Property (the "Adjacent Property Association") shall share all expenses incurred 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 limited to, ad valorem taxes, liability and casualty insurance, landscape maintenance, street lights, irrigation, pavement repair and replacement, and general maintenance, repair and replacement of any and all improvements located within the Common Road and Area Improvements. On or before January 1 of each calendar year following the execution of this Agreement, the Property Association shall prepare a budget of anticipated expenditures for the Common 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 31 of each calendar year following the execution 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 calendar year which is equal to the percentage which the residential 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 insurance insuring all improvements located within or serving the Common Road and Area Improvements. The amount of such casualty

6045.11
4/22/91

insurance shall equal the full insurable replacement of the insured improvements. The Property Association shall also maintain public liability insurance relative to the Common Road and Area Improvements in such amounts as the Property Association shall determine, but in no event less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence. All insurance policies required to be obtained by the Property Association shall name the Property Association and the Adjacent Property Association as co-insureds, and where such provision is available, all such policies shall provide that the insurer waives its right of subrogation as to any claim or claims against the Property Association, the Adjacent Property Association, or their respective employees, members, agents, guest or invitees. The insurance obtained by the Property Association shall be primary, regardless of whether the Adjacent Property Association shall have other available insurance or self insured limits of coverage.

1.7.3 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 Improvements, except 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 Association in the same manner as expenses are shared pursuant to Section 1.7.1 above.

1.7.4 Any payment due from the Adjacent Property Association to the Property Association shall bear interest at the highest permissible rate of interest under the laws of the State 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 which is annexed into the jurisdiction of the Property Association and by recordation of a supplementary declaration of covenants extending the terms and provisions of such declaration and the governing articles of incorporation and bylaws of the Property Association to such portion of the Adjacent Property.

2. PERMIT COMPLIANCE.

2.1 Permits. The parties acknowledge that the improvements to be constructed upon the Property are subject to certain conditions and requirements contained in the Saint Johns DRI, Saint Johns Planned Unit Development Ordinance No. 91-36 ("Saint Johns

6045.11
4/22/97

PUD") and in the following permits: Army Corp of Engineers Permit No. 199100108 (IP-GS) (the "ACOE Dredge Fill Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0120C (the "Conceptual MSSW Permit"), St. Johns River Water Management District Management and Storage of Surface Waters Individual Permit No. 4-109-0122 (the "MSSW Permit"), St. Johns River Water Management District Wetland Resource Permit No. 12-109-0036 (the "DER Dredge Fill Permit"), Florida Department of Environmental Regulation Permit No. DC55-220234 (the "Wastewater Treatment, Land Application and Wet Weather Discharge Permit"), and the St. Johns River Water Management District Consumptive Use Permit No. 2-109-0271N (the "CUP Permit"). The ACOE Permit, Conceptual MSSW Permit, MSSW Permit, 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 comply with all applicable provisions of the Saint Johns DRI, Saint Johns PUD, Surface Water Permits, Wastewater Treatment, Land Application and Wet Weather Discharge Permit and CUP Permit, as well as all other permits obtained or to be obtained in connection with development of the Property.

3. PROPERTY MAINTENANCE AND USE RESTRICTIONS.

3.1 Drainage System. Grantee shall not modify any portion of the Drainage System nor alter the flow of drainage within the Drainage System unless such modifications have been approved by Grantor and the Master Association. Grantor may effect relocation of the drainage easements as provided for in Section 1.2 above provided that, as to the Property, any such relocation shall not interfere with structures located within the Property. The cost of any such relocation shall 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 orders of governmental agencies having jurisdiction over the Drainage System, subject to the obligations of Grantee under the terms hereof at the standard 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 Public Records of St. Johns County, Florida (the "Declaration").

3.1.2 The cost and expense of maintenance of the Drainage System to be performed by Grantor or the Master Association 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

6645.11
4/22/97

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 enter upon such property to clear the obstruction and the cost of such maintenance shall be borne by the owner of such property.

3.2 Obligations with Regard to Surface Water Run-Off. Grantee acknowledges that the maintenance of water quality within water bodies constituting part of the Drainage System is both necessary and desirable to preserve the values of the property surrounding such water bodies and to comply with statutes, rules and regulations of agencies having jurisdiction over the water bodies. As a result, drainage flow from the Property shall not be obstructed or diverted from the easements contained herein for purposes of the Drainage System. Further, owners of the Property abutting the Drainage System shall be prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into water bodies which would have the effect of directly obstructing the flow of water within the Drainage System, indirectly affecting such an obstruction by encouraging the growth of algae, causing extraordinary siltation within water bodies or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water through the Drainage System or creating unsightly conditions in such water bodies which diminish their appearance as free flowing water bodies. To the extent that any owner of the Property abutting the Drainage System shall be determined to be responsible for such discharge, the cost of any maintenance repair or reconstruction activity within the water body, or upon lake edge areas or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by 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 sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary to correct a violation of this Section, the responsible upland owner within the Property shall undertake repairs or reconstruction of its upland property or shall permit such repairs or reconstruction to be undertaken on its property by Grantor or the Master Association at the expense of such responsible upland owner.

3.3 Lake Edge Maintenance and Lake Use. Only Grantor or the Master 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 Drainage System for the purpose of irrigation or other use or to place any objects in such water

6045.11
4/12/97

7

bodies. No gas or diesel driven boats shall be permitted to be operated in any water bodies constituting part of the Drainage System. All properties within the Property which now or hereafter are adjacent to, or include a portion of a water body constituting part of the Drainage System (the "Lake Parcel(s)") shall be maintained by the owner of such property so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankments shall not be changed without the prior written consent of 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 vegetation as part of its landscape maintenance obligations in accordance with this provision, Grantor, or the Master 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 Parcel, which shall be due and payable within fifteen (15) days of demand for same by the party performing such maintenance. Any sums not paid when due shall bear interest at the highest permissible rate under Florida law. Title to any Lake Parcel shall not include ownership of riparian rights associated therewith, which riparian rights shall remain the property of 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 Consumptive Use of Water. Grantee acknowledges that due to the integrated treatment of all consumptive uses of water under the terms of the Saint Johns DRI, any application submitted by Grantee for consumptive use of water shall be consistent with the requirements of the Saint Johns DRI and shall be subject to the approval of Grantor.

4. RESERVATION OF ARCHITECTURAL 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, aeriels, antennae, bulkheads, 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.

6045.11
4/22/97

Grantor's review of such construction shall be with reference to the Development Criteria attached hereto as Exhibit C (the "Development Criteria") and made a part hereof.

4.2 Submission. Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvement or structure proposed upon any portion of the Property, signed by the Owner 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 materials (if not previously approved by Grantor) proposed 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 Approval. Approval or disapproval of applications to Grantor shall be given to the applicant in writing within fifteen (15) 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, unless an extension is agreed to by the applicant, the application shall be deemed approved; provided that any construction shall be in accordance 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 plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects or dangerous conditions in the improvements.

5. USE AND DENSITY RESTRICTIONS.

5.1 Use and Density Restrictions. Grantee shall occupy and use the Property solely for the operation of a single family subdivision of up to One Hundred (100) single family dwelling units to be constructed upon the Property which shall not exceed a height of thirty five (35) feet.

5.2 PUD/DRI Compliance. Due to the integrated nature of the Property and the Interchange Northwest Parcel under the terms of the Saint Johns DRI, and Saint Johns PUD, Grantee agrees that it will not construct any improvements upon the Property nor take any action, which would result in a modification of the terms and provisions of the Saint Johns DRI or 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 underground.

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 environmental, 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 Deed shall constitute 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 the easements specifically granted to Grantee pursuant to Section 1 of this Deed.

5.6 Nuisance. Grantee shall not conduct any business upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary 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 residential development, unless required by law to be conducted on the Property, no auction, fire, bankruptcy, closeout or other discount sales operation shall be conducted upon the Property.

5.8 Television and Radio Equipment. No installation of any antenna or aerial wire or radio or television equipment visible from the exterior of any Improvements shall 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 subdivide any unimproved portion of the Property for development purposes nor transfer or convey any interest in an unimproved portion of the Property for development purposes without the prior written 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 consistent with the quality of development and operation of the Interchange Northwest Parcel and that any development will conform to the requirements of this Agreement. Based on the foregoing factors, Grantor will not unreasonably withhold its approval to any such sale, transfer or conveyance.

5.10 Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a

6045.11
4/22/97

well kept appearance especially along the perimeters 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 shall be determined by The Saint Johns Northwest Residential Property Owners Association, Inc. (the "Residential Association") in its reasonable discretion. The Residential 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 Owner in writing. If within fifteen (15) days from notification maintenance has not been brought to acceptable standards, the Residential Association may order the work done at the site 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:

5.10.1 Trash. All trash and garbage shall be placed in designated containers, or within the Owner's contained service area and all trash areas shall be screened and properly landscaped. A schedule for regular trash removal shall be provided and such schedule will reflect the capacity of the local agencies for trash removal. Yards and landscape areas will be kept free of trash, leaves and dead landscaping materials.

5.10.2 Landscaping. All landscaped areas including grassed areas, landscape and buffer improvements 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 replacement of diseased plant materials as required. All irrigation systems 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 appearance.

5.10.3 Parking Lots and Sidewalks. All parking lots, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or replaced as required in the reasonable opinion of the Board of Directors of the Residential Association. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary in the reasonable opinion of the Board of Directors of the Residential Association. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

5.10.4 Lighting. Levels of light intensity in the parking areas of all exterior walkways and all illuminated signs shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

5.10.5 Painting. All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

6. MISCELLANEOUS.

6.1 Successors and Assigns. 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 herein may be modified by the then owner of any portion of the Property or Interchange Northwest Parcel, whose lands are affected by such amendment, the owner of the lands which are benefitted by any provision of this Deed to be amended, and Grantor and its assignees. The terms and provisions of this Deed providing rights and benefits 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, personally delivered by facsimile with confirmed receipt or by certified or registered mail, return receipt requested, addressed to the person for whom it is intended at the address herein provided or personally delivered with receipt acknowledged, addressed as follows:

To Grantee:

James N. McGarvey, Jr.
Turnberry Developers, Ltd.
2453 South Third Street
Jacksonville Beach, Florida 32250

Copy to:

Richard G. Hathaway
Building 100, Suite 250
10151 Deerwood Park Blvd
Jacksonville, Florida 32256

6045.11
4/22/97

To Grantor:

O.R. 1240 PG 1585

SJM Partnership, Ltd.
c/o St. Johns Harbour, Inc.
3797 New Getwell Road
Memphis, Tennessee 38118
Attention: Louis Baioni
cc: William H. Stubblefield, Esq.

Copy to:

James E. Davidson, Jr.
Davidson Development, Inc.
3370-I International Golf Parkway
St. Augustine, Florida 32092

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

6.4 Remedies for Default. 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 hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

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

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

6.7 Platted Lots and Final Development Plan. Notwithstanding anything contained herein to the contrary, the terms and provisions of Sections 1.2, 1.3 and 3.1 concerning drainage easements and

0045.11
4/22/97

maintenance of the Drainage System shall not constitute an encumbrance upon title to any lot within a platted subdivision within the Interchange Northwest Parcel, or any 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) specifically located upon the plat affecting such lot recorded in the Public Records of St. Johns County, Florida, (ii) incorporated in the recorded Declaration of Covenants and Restrictions applicable to the platted lots within a subdivision, or (iii) specifically designated as drainage easements as part of a final development plan, as approved by St. Johns County.

6.8 Additional Restrictions. Grantor may, with the approval and joinder of Grantee, modify, waive or cancel any of the restrictions set forth herein in whole 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 of any other party. Upon such assignment, provided assignee assumes all of the obligations of Grantor, 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 accrued and become due prior to such assignment.

6.9 No Third Party Beneficiaries. This Deed constitutes an agreement between Grantor and Grantee as to all provisions contained herein. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shall it be construed to create any rights or remedies as to third parties other than the Associations to the extent specifically provided for herein.

6.10 Release of Grantee. Upon Grantee's conveyance of all or any part of the Property to subsequent grantees, Grantee shall be released from all duties or responsibilities of Grantee as set forth in this Deed to the extent of such portion of the Property conveyed, provided, however, that such release shall be effective only in the event such subsequent grantee expressly assumes the duties and responsibilities of Grantee hereunder as to the portion of the Property conveyed, and provided further, that Grantee shall not be released as to any portion of the Property retained by Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

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

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

By: James E. Davidson, Jr.
Vice President
Development Administration
3370-1 International Golf Parkway
St. Augustine, FL 32092

M. Lynn Pappas
(Print Name M. LYNN PAPPAS)
Suzanne M. Barth
(Print Name SUZANNE M. BARTH)

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF DUVAL) SS

The foregoing instrument was acknowledged before me this 8TH day of May, 1997, by **JAMES 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 PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.



Suzanne M. Barth
MY COMMISSION # 00563448 EXPIRES
JUNE 12, 1998
BONDED THRU TROY FAY INSURANCE, INC.

Suzanne M. Barth
(Print Name)
NOTARY PUBLIC, State of
Florida at Large
Commission No.
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced _____

GRANTEE:

TURNBERRY DEVELOPERS, LTD., a
Florida limited partnership

By: J.M.M. TURNBERRY, INC., a
Florida corporation

By: James N. McGarvey, Jr.
Its President

[CORPORATE SEAL]



M. Lynn Pappas
(Print Name M. Lynn Pappas)
Suzanne M. Barth
(Print Name SUZANNE M.)
BARTH

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14
day of May, 1997, by JAMES N. MCGARVEY, JR., as
President of J.M.M. TURNBERRY, INC., a Florida corporation, the
general partner of TURNBERRY DEVELOPERS, LTD., a Florida limited
partnership on behalf of the limited partnership.



Suzanne M. Barth
MY COMMISSION # 00683448 EXPIRES
JUNE 12, 1999
BONDED THRU TRICY FARM INSURANCE, INC.

Suzanne M. Barth
(Print Name)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____

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

Type of Identification Produced

EXHIBIT LIST

O.R. 1240 PG 1589

Exhibit A	The Property
Exhibit B	Exceptions
Exhibit C	Adjacent Property
Exhibit D	Development Criteria

6045.11
4/22/97

17

EXHIBIT 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 particularly described as follows:

Commence at the corner common to said Sections 38 and 44, and also being the Northwest corner of those lands described and recorded in Official Records Book 818, page 802 of the Public Records of said St. Johns County, Florida, and run South 14°55'52" West, along the Northwestern line of aforesaid lands described and recorded in said Official Records Book 818, page 802 of said public records, a distance of 902.65 feet; thence run South 75°04'08" East, a distance of 221.46 feet; thence run South 30°11'11" East, a distance of 53.06 feet; thence run South 23°52'07" East, a distance of 36.22 feet; thence run South 34°19'22" East, a distance of 55.26 feet; thence run South 41°46'52" East, a distance of 54.55 feet; thence run South 52°21'48" East, a distance of 44.01 feet; thence run South 41°22'01" East, a distance of 35.85 feet; thence run North 89°16'10" East, a distance of 220.65 feet; thence run North 02°36'15" East, a distance of 25.00 feet; thence run South 87°23'45" East, a distance of 22.64 feet; thence run South 87°16'07" East, a distance of 20.48 feet; thence run North 84°07'31" East, a distance of 40.49 feet; thence run South 87°01'47" East, a distance of 35.77 feet; thence run South 03°10'51" West, a distance of 25.00 feet; thence run North 88°36'10" East, a distance of 141.44 feet; thence run North 18°25'38" East, a distance of 48.32 feet; thence run North 10°26'15" West a distance of 79.65 feet to a point on a curve, concave Northerly, thence Easterly, along the arc of said curve to the left, having a radius of 200.00 feet, through a central angle of 23°07'46", for an arc distance of 80.74 feet, said arc being subtended by a chord bearing and distance of North 67°59'51" East, 80.19 feet to the end of said curve; thence run South 37°36'59" East, a distance of 145.14 feet; thence run North 29°04'10" East, a distance of 60.80 feet to the point of curvature of a curve, concave Southeasterly, thence Northeasterly, along the arc of said curve to the right, having a radius of 85.00 feet, through a central angle of 32°26'16", for an arc distance of 48.12 feet, said arc being subtended by a chord bearing and distance of North 45°17'18" East, 47.48 feet to the point of tangency of said curve; thence run North 61°30'26" East, a distance of 58.53 feet to the point of curvature of a curve, concave Southerly, thence Easterly, along the arc of said curve to the right, having a radius of 60.00 feet, through a central angle of 72°00'00", for an arc distance of 75.40 feet, said arc being subtended by a chord bearing and distance of South 82°29'34" East, 70.53 feet to the point of tangency of said curve; thence run South 46°29'34" East, a distance of feet, to the POINT OF BEGINNING of the parcel of land herein described;

From the POINT OF BEGINNING thus described run thence South 46°29'34" East, a distance of 28.33 feet; thence run North 54°30'32" East, a distance of 501.05 feet; thence run North 27°08'43" West, a distance of 103.53 feet, to a point on the arc of a curve, concave Southeasterly, thence Northeasterly, along the arc of said curve to the left, having a radius of 397.50 feet, through a central angle of 06°28'09", for an arc distance of 44.88 feet, to the point of reverse curvature, said arc being subtended by a chord bearing and distance of North 58°21'59" East, a distance of 44.86 feet; thence Easterly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of 102°47'42", for an arc distance of 89.71 feet, said arc being subtended by a chord bearing and distance of South 73°28'15" East, 78.15 feet to a point of reverse curvature of a curve, concave Northeasterly, thence Southeasterly, along the arc of said curve to the left, having a radius of 217.82 feet, through a central angle of 81°00'56", for an arc distance of 307.99 feet, said arc being subtended by a chord bearing and distance of South 62°34'52" East, 282.97 feet to the point of tangency of said curve; thence run North 76°54'40" East, a distance of 309.11 feet to a point on a curve, concave Northwesterly; thence Northeasterly, along the arc of said curve to the left, having a radius of 175.00 feet, through a central angle of 32°25'24", for an arc distance of 99.03 feet, said arc being subtended by a chord bearing and distance of North 60°41'58" East, 97.72 feet to the end of said curve, thence run South 81°05'20" East, a distance of 640.17 feet; thence run North 70°25'19" East, a distance of 135.11 feet; thence run North 69°18'45" East, a distance of 37.61 feet; thence run North 66°29'35" East, a distance of 20.97 feet; thence run North 59°06'34" East, a distance of 18.49 feet; thence run North 56°00'18" East, a distance of 33.00 feet; thence run North 49°10'59" East, a distance of 38.17 feet; thence run North 46°20'08" East, a distance of 30.67 feet; thence run North 53°21'03" East, a distance of 33.11 feet; thence run North 54°14'19" East, a distance of 60.29 feet; thence run North 49°36'31" East, a distance of 28.12 feet; thence run North 41°51'18" East, a distance of 32.11 feet; thence run North 43°11'39" East, a distance of 32.28 feet; thence run North 56°27'52" East, a distance of 28.12 feet; thence run North 55°14'46" East, a distance of 32.66 feet; thence run North 46°12'35" East, a distance of 27.58 feet; thence run North 38°03'10" East, a distance of 33.12 feet; thence run North 37°55'19" East, a distance of 27.93 feet; thence run North 47°23'31" East, a distance of 31.13 feet; thence run North 39°40'29" East, a distance of 29.25 feet; thence run North 36°32'57" East,

a distance of 38.43 feet; thence run North $28^{\circ}31'33''$ East, a distance of 23.88 feet; thence run North $28^{\circ}16'53''$ East, a distance of 32.94 feet; thence run North $42^{\circ}57'16''$ East, a distance of 29.27 feet; thence run North $56^{\circ}22'24''$ East, a distance of 60.55 feet; thence run North $31^{\circ}48'49''$ East, a distance of 22.02 feet; thence run North $28^{\circ}48'51''$ East, a distance of 41.39 feet; thence run North $29^{\circ}00'47''$ East, a distance of 18.90 feet; thence run North $05^{\circ}22'14''$ West, a distance of 33.14 feet; thence run North $21^{\circ}27'15''$ East, a distance of 25.56 feet; thence run North $37^{\circ}23'31''$ East, a distance of 33.00 feet; thence run North $22^{\circ}38'15''$ East, a distance of 41.94 feet; thence run North $51^{\circ}41'03''$ East, a distance of 40.58 feet; thence run North $31^{\circ}58'08''$ East, a distance of 36.33 feet; thence run North $53^{\circ}37'04''$ East, a distance of 25.91 feet; thence run North $29^{\circ}25'28''$ East, a distance of 22.68 feet; thence run North $57^{\circ}37'19''$ East, a distance of 13.32 feet to the point of curvature of a curve, concave Westerly; thence Northerly, along the arc of said curve to the left, having a radius of 75.00 feet, through a central angle of $98^{\circ}11'17''$, for an arc distance of 128.53 feet, said arc being subtended by a chord bearing and distance of North $08^{\circ}31'41''$ East, 112.37 feet to a point of reverse curvature, concave Easterly; thence Northerly, along the arc of said curve to the right, having a radius of 30.00 feet, through a central angle of $115^{\circ}36'02''$, for an arc distance of 60.53 feet, said arc being subtended by a chord bearing and distance of North $17^{\circ}14'03''$ East, 50.77 feet to the end of said curve; thence run North $75^{\circ}02'04''$ East, a distance of 51.89 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of $71^{\circ}16'26''$, for an arc distance of 62.20 feet, said arc being subtended by a chord bearing and distance of South $69^{\circ}19'43''$ East, 58.26 feet to a point of cusp with a curve, concave Northeasterly; thence Northwesterly, along the arc of said curve to the right, having a radius of 550.00 feet, through a central angle of $15^{\circ}24'02''$, for an arc distance of 147.83 feet, said arc being subtended by a chord bearing and distance of North $25^{\circ}59'29''$ West, 147.39 feet to the end of said curve; thence run North $18^{\circ}17'27''$ West, a distance of 13.92 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of $75^{\circ}53'47''$, for an arc distance of 33.12 feet, said arc being subtended by a chord bearing and distance of South $28^{\circ}03'41''$ West, 30.75 feet to the point of tangency of said curve; thence run South $66^{\circ}00'34''$ West, a distance of 51.48 feet to a point on a curve, concave Southeasterly; thence Southwesterly, along the arc of said curve to the left, having a radius of 500.00 feet, through a central angle of $10^{\circ}38'41''$, for an arc distance of 92.89 feet, said arc being subtended by a chord bearing and distance of South $60^{\circ}41'15''$ West, 92.76 feet to a point of reverse curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'56''$, for an arc distance of 15.71 feet, said arc being subtended by a chord bearing and distance of North $79^{\circ}37'38''$ West, 14.14 feet to the point of tangency of said curve; thence run North $34^{\circ}37'10''$ West, a distance of 22.63 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 125.00 feet, through a central angle of $15^{\circ}17'46''$, for an arc distance of 33.37 feet, said arc being subtended by a chord bearing and distance of South $35^{\circ}52'20''$ West, 33.27 feet to the point of tangency of said curve; thence run South $43^{\circ}31'13''$ West, a distance of 194.65 feet to the point of curvature of a curve, concave Easterly; thence Southerly, along the arc of said curve to the left, having a radius of 85.00 feet, through a central angle of $53^{\circ}35'58''$, for an arc distance of 79.52 feet, said arc being subtended by a chord bearing and distance of South $16^{\circ}43'14''$ West, 76.65 feet to the end of said curve; thence run South $63^{\circ}23'53''$ West, a distance of 8.08 feet; thence run North $31^{\circ}12'02''$ West, a distance of 62.97 feet; thence run North $88^{\circ}26'55''$ West, a distance of 385.91 feet; thence run South $86^{\circ}07'17''$ West, a distance of 207.34 feet; thence run South $78^{\circ}20'27''$ West, a distance of 225.54 feet; thence run South $63^{\circ}25'06''$ West, a distance of 282.24 feet; thence run South $46^{\circ}16'39''$ West, a distance of 241.42 feet; thence run South $21^{\circ}43'19''$ West, a distance of 298.81 feet; thence run South $28^{\circ}55'04''$ East, a distance of 156.28 feet; thence run South $72^{\circ}31'21''$ West, a distance of 106.18 feet to the point of curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 1,050.00 feet, through a central angle of $15^{\circ}11'12''$, for an arc distance of 278.31 feet, said arc being subtended by a chord bearing and distance of South $80^{\circ}06'56''$ West, 277.49 feet to the end of said curve; thence run North $23^{\circ}03'04''$ East, a distance of 99.06 feet; thence run North $32^{\circ}28'46''$ West, a distance of 6.71 feet; thence run North $13^{\circ}40'47''$ West, a distance of 55.37 feet; thence run North $31^{\circ}55'50''$ West, a distance of 55.47 feet; thence run North $03^{\circ}14'24''$ West, a distance of 28.41 feet; thence run North $02^{\circ}52'40''$ West, a distance of 28.13 feet; thence run North $80^{\circ}19'08''$ West, a distance of 181.86 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 347.50 feet, through a central angle of $21^{\circ}54'12''$, for an arc distance of 112.84 feet, said arc being subtended by a chord bearing and distance of South $42^{\circ}02'23''$ West, 132.04 feet to the end of said curve; thence run North $21^{\circ}01'33''$ West, a distance of 62.96 feet; thence run North $24^{\circ}49'56''$ West, a distance of 19.62 feet; thence run North $46^{\circ}05'52''$ West, a distance of 35.14

O.R. 1240 PG 1592

feet; thence run North 52°22'55" West, a distance of 25.76 feet; thence run South 42°03'11" West, a distance of 47.09 feet; thence run South 58°00'23" West, a distance of 145.85 feet; thence run South 53°18'28" West, a distance of 273.40 feet; thence run South 47°36'59" East, a distance of 84.79 feet to a point on a curve, concave Northeasterly; thence Southeasterly, along the arc of said curve to the left, having a radius of 45.00 feet, through a central angle of 32°07'37", for an arc distance of 25.23 feet, said arc being subtended by a chord bearing and distance of South 63°41'04" East, 24.90 feet to the end of said curve; thence run South 09°36'55" West, a distance of 211.53 feet, to the POINT OF BEGINNING.

Containing 1,249,357 square feet or 28.68 acres, more or less.

**EXHIBIT B
TO SPECIAL WARRANTY DEED**

PERMITTED EXCEPTIONS

[NORTHWEST PARCEL 17]

1. Ad valorem taxes and assessments required to be paid in the year 1997, and subsequent years.
2. Saint Johns DRI Development Order approved under Resolution No. 91-130, as modified by Modification of Saint Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 922, page 219, as further modified by Modification of Saint Johns DRI Development Order under Resolution 94-211 and Resolution 95-06, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 1091, page 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 Official Records Volume 1217, page 437, all of the public records of St. Johns County, Florida, as amended.
3. St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning 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, Florida.
5. Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential recorded in Official Records Book 1185, page 740, as amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential recorded in Official Records Book 1198, page 872, both of the public records of St. Johns County, Florida.
6. Terms and provisions of Section 9.7 of the Agreement 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 liquor for off-premises consumption.

12643.8
3/3/97

7. Saint Johns Water and Wastewater Utility Service Agreement between Northwest Utilities I, Inc., SJH Partnership, Ltd. and St. Johns County, Florida, recorded in Official Records Volume 1094, page 332, public records of St. Johns County, Florida.
8. Memorandum of Declaration of Voluntary Payment Obligations recorded in Official Records Book 1185, page 1831, public records of St. Johns County, Florida.
9. Exclusive rights as to timeshare development contained in Section 5.12 of Special Warranty Deed in favor of Vistana WGV, Ltd., dated July 24, 1996, recorded in Official Records Book 1185, page 1409, of the public records of St. Johns County, Florida.
10. Exclusive rights as to golf products store contained in Section 5.13 of Special Warranty Deed in favor of WGV Retail General Partnership dated July 24, 1996, recorded in Official Records Book 1185, page 1512, of the public records of St. Johns County, Florida.
11. Right of First Refusal Agreement between SJH Partnership, Ltd. and John Q. Hammons Hotels Two, L.P., recorded in Official Records Book 1185, page 2058, public records of St. Johns County, Florida.
12. Undisturbed natural buffer affecting Lots 84 through 89 and 194 through 196, as shown on Final Development Plan for Harpers Run at Saint Johns (Bessent Hammack & Ruckman Project No. 96219.02), December 16, 1996, as approved by St. Johns County, Florida.

12645.8
3/3/97

PARCEL 17

EXHIBIT C

O.R. 1240 PG 1595

PART OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID 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°55'52" WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 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°42'37" WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57°29'02" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 12°56'14" WEST, A DISTANCE OF 54.95 FEET; THENCE NORTH 30°42'22" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 35°33'19" EAST, A DISTANCE OF 116.78 FEET; THENCE NORTH 28°40'30" EAST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29°38'37" EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH 46°54'21" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 65°42'39" EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 87°11'45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42°36'16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH 82°13'04" EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34°01'44" EAST, A DISTANCE OF 54.10 FEET; THENCE NORTH 20°27'12" EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22°59'20" WEST, A DISTANCE OF 94.68 FEET; THENCE NORTH 10°55'13" WEST, A DISTANCE OF 149.84 FEET; THENCE NORTH 77°00'58" 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°23'04" EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53°59'50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 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 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°24'23" WEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH 82°33'50" WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH 30°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°40'55" WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02°52'40" EAST, A DISTANCE OF 28.13 FEET; THENCE SOUTH 03°14'24" EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH 31°55'36" EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13°46'07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 6.71 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°06'56" EAST AND A CHORD DISTANCE OF 277.49 FEET TO THE POINT OF

SRL01.073/93448.02

1 of 7

TANGENCY OF SAID CURVE; THENCE NORTH 72°31'21" EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH 28°55'04" WEST, A DISTANCE OF 156.28 FEET; THENCE NORTH 21°43'19" EAST, A DISTANCE OF 298.81 FEET; THENCE NORTH 46°16'39" 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 OF 225.54 FEET; THENCE NORTH 86°07'17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88°26'55" EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31°12'02" EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH 63°23'53" EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°42'14" EAST AND A CHORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°31'13" EAST, A DISTANCE OF 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 BY A CHORD BEARING OF NORTH 35°52'20" EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34°37'10" EAST, A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°37'38" 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; THENCE NORTHEASTERLY ALONG THE 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 AND A CHORD DISTANCE OF 92.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°00'34" EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°03'41" EAST AND A CHORD DISTANCE OF 30.75 FEET TO THE POINT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 18°17'27" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.92 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°59'29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.20 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 OF 51.89 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE

SRL01.073/93448.02

2 of 7

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 OF 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°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 FEET; THENCE SOUTH 29°25'28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53°37'04" WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 31°58'08" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 51°41'03" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 22°38'15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 37°23'31" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 21°27'15" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 05°22'14" EAST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 29°00'47" WEST, A DISTANCE OF 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 FEET; 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 FEET; THENCE SOUTH 28°31'33" WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH 36°32'57" WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 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 DISTANCE OF 33.12 FEET; THENCE SOUTH 46°12'39" WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH 55°14'46" WEST, A DISTANCE 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 FEET; THENCE SOUTH 49°36'31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54°14'19" WEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53°21'03" WEST, 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 SOUTH 56°00'18" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59°06'24" WEST, A DISTANCE OF 18.49 FEET; THENCE SOUTH 66°29'35" WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69°18'45" WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH 70°25'19" WEST, A DISTANCE OF 138.11 FEET; THENCE NORTH 81°05'20" WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; 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°41'58" 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 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 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 TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET, SAID ARC BEING

SRL01.073/93448.02

3 of 7

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 NORTHWESTERLY HAVING A RADIUS OF 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" 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; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°29'34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°30'26" 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 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°17'18" WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID 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 NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY 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 POINT ON SAID CURVE; THENCE SOUTH 10°26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18°25'38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03°10'51" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°01'47" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 84°07'31" WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 87°16'07" WEST, A DISTANCE OF 20.48 FEET; THENCE NORTH 87°23'45" WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02°36'15" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°16'10" WEST, A DISTANCE OF 220.65 FEET; THENCE NORTH 41°22'01" WEST, A DISTANCE OF 35.85 FEET; THENCE NORTH 52°21'48" WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41°46'52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH 34°19'22" WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 23°52'07" WEST, A DISTANCE OF 36.22 FEET; THENCE NORTH 30°11'11" WEST, A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

SRL01.073/93448.02

4 of 7

LESS AND EXCEPT:

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 particularly described as follows:

Commence at the corner common to said Sections 38 and 44, and also being the Northwest corner of those lands described and recorded in Official Records Book 818, page 802 of the Public Records of said St. Johns County, Florida, and run South 14°55'52" West, along the Northwesterly line of aforesaid lands described and recorded in said Official Records Book 818, page 802 of said public records, a distance of 902.65 feet; thence run South 75°04'08" East, a distance of 221.46 feet; thence run South 30°11'11" East, a distance of 53.06 feet; thence run South 23°52'07" East, a distance of 36.22 feet; thence run South 34°19'22" East, a distance of 55.26 feet; thence run South 41°46'52" East, a distance of 54.55 feet; thence run South 52°21'48" East, a distance of 44.01 feet; thence run South 41°22'01" East, a distance of 35.85 feet; thence run North 89°16'10" East, a distance of 220.65 feet; thence run North 02°36'15" East, a distance of 25.00 feet; thence run South 87°23'45" East, a distance of 22.64 feet; thence run South 87°16'07" East, a distance of 20.48 feet; thence run North 84°07'31" East, a distance of 40.49 feet; thence run South 87°01'47" East, a distance of 35.77 feet; thence run South 05°10'51" West, a distance of 25.00 feet; thence run North 88°36'10" East, a distance of 141.44 feet; thence run North 18°25'38" East, a distance of 48.32 feet; thence run North 10°26'16" West, a distance of 79.65 feet to a point on a curve, concave Northerly, thence Easterly, along the arc of said curve to the left, having a radius of 200.00 feet, through a central angle of 23°07'46", for an arc distance of 80.74 feet, said arc being subtended by a chord bearing and distance of North 67°59'51" East, 80.19 feet to the end of said curve; thence run South 37°36'59" East, a distance of 145.14 feet; thence run North 29°04'10" East, a distance of 60.80 feet to the point of curvature of a curve, concave Southeasterly; thence Northeasterly, along the arc of said curve to the right, having a radius of 85.00 feet, through a central angle of 32°26'16", for an arc distance of 48.12 feet, said arc being subtended by a chord bearing and distance of North 45°17'18" East, 47.43 feet to the point of tangency of said curve; thence run North 61°30'26" East, a distance of 58.53 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 60.00 feet, through a central angle of 72°00'00", for an arc distance of 75.40 feet, said arc being subtended by a chord bearing and distance of South 82°29'34" East, 70.53 feet to the point of tangency of said curve; thence run South 46°29'34" East, a distance of feet, to the POINT OF BEGINNING of the parcel of land herein described;

From the POINT OF BEGINNING thus described run thence South 46°29'34" East, a distance of 28.33 feet; thence run North 54°30'32" East, a distance of 501.05 feet; thence run North 27°08'43" West, a distance of 103.53 feet, to a point on the arc of a curve, concave Southeasterly; thence Northeasterly, along the arc of said curve to the left, having a radius of 397.50 feet, through a central angle of 06°28'09", for an arc distance of 44.88 feet, to the point of reverse curvature, said arc being subtended by a chord bearing and distance of North 58°21'59" East, a distance of 44.86 feet; thence Easterly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of 102°47'42", for an arc distance of 89.71 feet, said arc being subtended by a chord bearing and distance of South 73°28'15" East, 78.15 feet to a point of reverse curvature of a curve, concave Northeasterly; thence Southeasterly, along the arc of said curve to the left, having a radius of 217.02 feet, through a central angle of 81°00'56", for an arc distance of 307.99 feet, said arc being subtended by a chord bearing and distance of South 62°34'52" East, 282.97 feet to the point of tangency of said curve; thence run North 76°54'40" East, a distance of 309.11 feet to a point on a curve, concave Northwesterly; thence Northeasterly, along the arc of said curve to the left, having a radius of 175.00 feet, through a central angle of 32°25'24", for an arc distance of 99.03 feet, said arc being subtended by a chord bearing and distance of North 60°41'58" East, 97.72 feet to the end of said curve; thence run South 81°05'20" East, a distance of 640.17 feet; thence run North 70°25'19" East, a distance of 138.11 feet; thence run North 69°18'45" East, a distance of 37.61 feet; thence run North 66°29'35" East, a distance of 20.97 feet; thence run North 59°06'34" East, a distance of 18.42 feet; thence run North 56°00'18" East, a distance of 33.00 feet; thence run North 49°10'59" East, a distance of 38.17 feet; thence run North 46°20'08" East, a distance of 30.67 feet; thence run North 53°21'03" East, a distance of 33.11 feet; thence run North 54°14'19" East, a distance of 60.29 feet; thence run North 49°36'31" East, a distance of 28.12 feet; thence run North 41°51'18" East, a distance of 32.11 feet; thence run North 43°11'39" East, a distance of 32.28 feet; thence run North 56°27'52" East, a distance of 28.12 feet; thence run North 55°14'46" East, a distance of 32.66 feet; thence run North 46°12'39" East, a distance of 27.58 feet; thence run North 38°03'10" East, a distance of 33.12 feet; thence run North 37°55'19" East, a distance of 27.93 feet; thence run North 47°23'31" East, a distance of 31.13 feet; thence run North 39°40'29" East, a distance of 29.25 feet; thence run North 36°32'57" East,

a distance of 38.43 feet; thence run North 28°31'33" East, a distance of 23.88 feet; thence run North 28°16'53" East, a distance of 32.94 feet; thence run North 42°57'16" East, a distance of 29.27 feet; thence run North 56°22'24" East, a distance of 60.55 feet; thence run North 31°48'49" East, a distance of 22.02 feet; thence run North 28°48'51" East, a distance of 41.39 feet; thence run North 29°00'47" East, a distance of 18.90 feet; thence run North 05°22'14" West, a distance of 33.14 feet; thence run North 21°27'15" East, a distance of 25.56 feet; thence run North 37°23'31" East, a distance of 33.00 feet; thence run North 22°38'15" East, a distance of 41.94 feet; thence run North 51°41'03" East, a distance of 40.58 feet; thence run North 31°58'08" East, a distance of 36.33 feet; thence run North 53°37'04" East, a distance of 25.91 feet; thence run North 29°25'28" East, a distance of 22.68 feet; thence run North 57°37'19" East, a distance of 13.32 feet to the point of curvature of a curve, concave Westerly; thence Northerly, along the arc of said curve to the left, having a radius of 75.00 feet, through a central angle of 98°11'17", for an arc distance of 125.53 feet, said arc being subtended by a chord bearing and distance of North 08°31'41" East, 113.37 feet to a point of reverse curvature, concave Easterly; thence Northerly, along the arc of said curve to the right, having a radius of 30.00 feet, through a central angle of 115°36'02", for an arc distance of 60.53 feet, said arc being subtended by a chord bearing and distance of North 17°14'03" East, 50.77 feet to the end of said curve; thence run North 75°02'04" East, a distance of 51.85 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of 71°16'26", for an arc distance of 62.20 feet, said arc being subtended by a chord bearing and distance of South 69°19'43" East, 58.26 feet to a point of cusp with a curve, concave Northeasterly; thence Northwesterly, along the arc of said curve to the right, having a radius of 550.00 feet, through a central angle of 15°24'02", for an arc distance of 147.83 feet, said arc being subtended by a chord bearing and distance of North 25°59'29" West, 147.39 feet to the end of said curve; thence run North 18°17'27" West, a distance of 13.92 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of 75°53'47", for an arc distance of 33.12 feet, said arc being subtended by a chord bearing and distance of South 28°03'41" West, 30.75 feet to the point of tangency of said curve; thence run South 66°00'34" West, a distance of 51.48 feet to a point on a curve, concave Southeasterly; thence Southwesterly, along the arc of said curve to the left, having a radius of 500.00 feet, through a central angle of 10°38'41", for an arc distance of 92.89 feet, said arc being subtended by a chord bearing and distance of South 60°41'15" West, 92.76 feet to a point of reverse curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 10.00 feet, through a central angle of 90°00'56", for an arc distance of 15.71 feet, said arc being subtended by a chord bearing and distance of North 79°37'38" West, 14.14 feet to the point of tangency of said curve; thence run North 34°37'10" West, a distance of 22.63 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 125.00 feet, through a central angle of 15°17'46", for an arc distance of 33.37 feet, said arc being subtended by a chord bearing and distance of South 35°52'20" West, 33.27 feet to the point of tangency of said curve; thence run South 43°31'13" West, a distance of 194.65 feet to the point of curvature of a curve, concave Easterly; thence Southerly, along the arc of said curve to the left, having a radius of 85.00 feet, through a central angle of 53°35'58", for an arc distance of 79.52 feet, said arc being subtended by a chord bearing and distance of South 16°43'14" West, 76.65 feet to the end of said curve; thence run South 63°23'53" West, a distance of 8.08 feet; thence run North 31°12'02" West, a distance of 62.97 feet; thence run North 88°26'55" West, a distance of 385.91 feet; thence run South 86°07'17" West, a distance of 207.34 feet; thence run South 78°20'27" West, a distance of 225.54 feet; thence run South 63°26'06" West, a distance of 282.24 feet; thence run South 46°16'39" West, a distance of 241.42 feet; thence run South 21°43'19" West, a distance of 298.81 feet; thence run South 28°55'04" East, a distance of 156.28 feet; thence run South 72°31'21" West, a distance of 106.18 feet to the point of curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 1,050.00 feet, through a central angle of 15°11'12", for an arc distance of 278.31 feet, said arc being subtended by a chord bearing and distance of South 80°06'56" West, 277.49 feet to the end of said curve; thence run North 21°01'04" East, a distance of 99.06 feet; thence run North 32°28'46" West, a distance of 6.71 feet; thence run North 13°46'07" West, a distance of 33.57 feet; thence run North 31°55'36" West, a distance of 35.17 feet; thence run North 03°14'24" West, a distance of 28.41 feet; thence run North 02°52'40" West, a distance of 28.13 feet; thence run North 80°19'08" West, a distance of 181.86 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 347.50 feet, through a central angle of 21°54'12", for an arc distance of 132.84 feet, said arc being subtended by a chord bearing and distance of South 42°02'23" West, 132.04 feet to the end of said curve; thence run North 21°01'33" West, a distance of 62.96 feet; thence run North 24°49'56" West, a distance of 19.62 feet; thence run North 46°05'52" West, a distance of 35.14

O.R. 1240 PG 1601

feet; thence run North $52^{\circ}22'55''$ West, a distance of 25.76 feet; thence run South $42^{\circ}03'11''$ West, a distance of 47.09 feet; thence run South $58^{\circ}00'23''$ West, a distance of 145.85 feet; thence run South $53^{\circ}18'28''$ West, a distance of 273.40 feet; thence run South $47^{\circ}36'59''$ East, a distance of 84.79 feet to a point on a curve, concave Northeasterly; thence Southeasterly, along the arc of said curve to the left, having a radius of 45.00 feet, through a central angle of $32^{\circ}07'37''$, for an arc distance of 25.23 feet, said arc being subtended by a chord bearing and distance of South $63^{\circ}41'04''$ East, 24.90 feet to the end of said curve; thence run South $09^{\circ}36'55''$ West, a distance of 211.53 feet, to the POINT OF BEGINNING.

Containing 1,249,357 square feet or 28.68 acres, more or less.

**EXHIBIT D
TO SPECIAL WARRANTY DEED
DEVELOPMENT, ARCHITECTURAL, AND
CONSTRUCTION CRITERIA
[NORTHWEST PARCEL 17]**

I. PURPOSE.

Seller has developed a set of Development Criteria (the "Development Criteria") for the Property in order to:

A. Attain the highest quality of development in construction.

B. Ensure compatibility and harmony with the commercial improvements constructed within the areas known as the Wold Golf 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 regulations shall be more restrictive or shall conflict with these Development Criteria, St. Johns County regulations shall control.

II. DEFINITIONS.

Unless the context otherwise specifies or requires, the following words or phrases when used in these Development Criteria shall have the following specific meanings:

A. "Development Criteria" shall mean those standards, restrictions, review procedures and construction regulations as set forth in this document and as supplemented by the specific criteria attached hereto as Appendix 1.

B. "Builder" and/or "Contractor" shall mean a person or entity engaged by an Owner for the purpose of 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 invitees which shall be constructed, erected or placed upon the Lot.

6061.10
3/3/97

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 from 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 agent is authorized in writing to act in such capacity.

G. "Preliminary Site Plan" shall 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 its assigns, of the rights and privileges granted to Seller contained herein.

III. ARCHITECTURAL CRITERIA.

A. PHILOSOPHY

Seller wishes to maintain a consistent design philosophy as described herein. It is intended that the exterior appearance of the Improvements such as exterior materials, roofing treatment, landscaping, setbacks and the general appearance of Improvements upon the Property will be consistent with improvements to be constructed within the World Golf 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 and the quality of their construction and shall establish the approval standard to be utilized by Seller for purposes of these Development Criteria. In the event of any conflict between the terms of this Development Criteria exhibit and Appendix 1 attached hereto, the terms of Appendix 1 shall be controlling.

B. HEIGHT LIMITATIONS

The maximum height of the Buildings shall not exceed thirty five (35) feet. Height is to be measured in conformance with the requirements of the St. Johns County Zoning Code.

IV. REVIEW PROCEDURE

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

6061.10
3/3/97

A. PREDESIGN CONFERENCE

O.R. 1240 PG 1604

Prior to submitting preliminary plans, representatives designated by Seller shall meet with the applicant, the applicant's architect and other consultants to review these Development Criteria, the characteristics of the particular Lot, and the technical issues related to review procedures.

B. PRELIMINARY REVIEW

Preliminary plans and outline specifications shall include the information below and shall be submitted to Seller.

1. Site plan.
 - a. Grading and drainage study.
 - b. Site coverage and setbacks.
 - c. Driveway access, parking setbacks, number, size and layout for parking spaces.
 - d. Loading areas.
 - e. Waste and rubbish storage; show proposed screening.
 - f. Light locations.
 - g. Signage locations and specifications.
 - h. Locations of existing and proposed utilities.
 - i. Easements, if any, must be identified.
2. Preliminary landscape plan.
3. Height (cross section through Building).
4. Any other information as may have been requested by Seller at the predesign conference.

Seller shall approve or disapprove in writing all plans within fifteen (15) days from the date that all of the required 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 the plans.

6061.10
3/3/97

C. FINAL REVIEW

Final plans shall include the 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 intervals) showing existing and finish topography.
4. Landscape plan including:
 - a. Plant species, sizes and spacing.
 - b. Paving materials and colors.
 - c. Areas to be irrigated.
 - d. Any retaining walls, planters, fencing, etc.
5. Final specifications and location of all lighting.
6. Location for all signage and specification.
7. Easements, if any, must be identified.

Seller shall approve or disapprove in writing all plans within fifteen (15) days from the date that all of the required 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 the plans.

V. SITE DEVELOPMENT CRITERIA.A. SITE UTILIZATION

1. Access and Circulation. Access to the Property shall be consistent with the approved Preliminary Site Plan.
2. Drainage and Grading. Each Owner of a Lot in the Property shall adhere to the established drainage pattern over the Property, as provided in the drainage plan as prepared by Seller's engineers (the "Drainage Plan"). No Owner shall be allowed to change the drainage pattern which shall result in directing concentrated drainage flows onto any other Lot(s). The Drainage Plan implemented for the Property shall also conform to the existing St. Johns River Water Management District permit for the Property ("Permit") and the Interchange Northwest Parcel. If the

6061.10
3/3/97

Owner exceeds those capacities provided for in the Permit or Drainage Plan, he shall be responsible for the additional detention capacity.

3. Arterial Roadway and Utility Requirement. The roadway improvements shall be constructed so as to provide vehicular and pedestrian circulation throughout the Property in accordance 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 temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on the Property at any time as a residence or business, either temporarily or permanently. Properly permitted trailers for use as construction offices and construction storage are permitted during the period of construction activity, but are to be removed upon building occupancy.

5. Window Air Conditioning Units. No window or wall air 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 prior written consent of Seller.

7. Screening of Roof Objects. Stand fans, sky lights, air conditioning units, cooling towers, elevator penthouse, vents and any other structures of equipment which rise above the roof lines shall be shielded from view in a manner which is architecturally compatible with the building exterior and which shall be shown on the plans and specifications submitted to seller and shall be subject to its approval.

8. Lake and Bulkhead. All lake banks shall be improved by the Owner in accordance with plans and specifications approved by Seller. All lake construction shall be in compliance with applicable governmental permits.

B. EXTERIOR LIGHTING.

Criteria and mounting for exterior lighting shall be coordinated to provide a recurrent motif within the Property and World Golf Village. All exterior lighting must be approved by Seller.

6061.10
3/3/97

C. SIGNAGE.

1. Project Signage. All project identification 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, crossovers, conduit or signed cabinets are not permitted.
- d. Visible sign company names are not permitted.
- e. Decals and lettering on show window, door glass or any part of the storefront are not permitted without the written consent of Seller.
- f. Temporary signs, posters, notices and announcements will be permitted only at the discretion of Seller.

D. UTILITY CONNECTIONS.

All utilities within the Property shall be installed underground and any pad mount facilities shall be properly screened.

E. STORM WATER QUALITY.

All Owners shall be responsible for the quality of storm water produced from Lots within the Property and conformance with requirements of governmental agencies having jurisdiction.

VI. LANDSCAPE CRITERIAA. GENERAL

Any landscaping plan shall be consistent with the requirements of the applicable property owners association and with criteria as otherwise established by Seller. All plans, changes or alterations shall be submitted to Seller and shall provide for and include the following items:

5061.10
3/3/97

1. A landscaping scheme.
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. SODDING

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

C. IRRIGATION

All landscaped areas shall be irrigated through an underground system.

All water for irrigation shall be provided by water supplied by a local utility company. Lake water may not be used for irrigation purposes.

VII. MISCELLANEOUS

A. MODIFICATION OF CRITERIA

No persons or entities shall be deemed third party beneficiaries to the terms and provisions of these criteria, unless the rights contained herein are specifically assigned to such person or entity by Seller. These criteria or any provisions hereof may be waived by Seller or its specific assignee in its sole discretion from time to time without the consent or joinder of any other person or entity.

O.R. 1240 PG 1609

APPENDIX 1

Residential Development Criteria

6061.1.
3/3/97

O.R. 1240 PG 1610

Saint Johns

A development featuring
the
WORLD GOLF VILLAGE RESORT



FINAL DRAFT

3-22-97
REVISED 4-3-97

STANDARDS AND GUIDELINES
for
RESIDENTIAL DEVELOPMENT

PART I: INTRODUCTION

- 1.0 Standards and Guidelines
- 2.0 Review Process and Required Submittals
- 3.0 Project Overview
- 4.0 Residential Development Types

PART II: RESIDENTIAL DESIGN STANDARDS

II A. DESIGN STANDARDS FOR ALL RESIDENTIAL DEVELOPMENT

- 1.0 Preservation of Existing Vegetation
- 2.0 Lot Layout and Site Organization
- 3.0 Recreational/ Common Areas
- 4.0 Easements
- 5.0 Streets
- 6.0 Pedestrian Walkways
- 7.0 Project Signage
- 8.0 Site Lighting
- 9.0 Earthwork and Drainage
- 10.0 Landscape Standards
- 11.0 Irrigation
- 12.0 Construction Practices

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

II B: SINGLE FAMILY ESTATE LOT DESIGN STANDARDS

- 1.0 Lot Dimensions and Coverage
- 2.0 Standard Setbacks
- 3.0 Building Siting
- 4.0 Accessory Structures and Furnishings
- 5.0 Driveways

II C. SINGLE FAMILY CONVENTIONAL LOT DESIGN STANDARDS

- 1.0 Lot Dimensions and Coverage
- 2.0 Standard Setbacks
- 3.0 Building Siting
- 4.0 Accessory Structures and Furnishings
- 5.0 Driveways

II D. SINGLE FAMILY PATIO HOME LOT DESIGN STANDARDS

- 1.0 Lot Dimensions and Coverage
- 2.0 Standard Setbacks
- 3.0 Building Siting
- 4.0 Accessory Structures and Furnishings
- 5.0 Driveways and Alleys

II E. SINGLE FAMILY TOWN HOME LOT DESIGN STANDARDS

- 1.0 Lot Dimensions and Coverage
- 2.0 Standard Setbacks

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

3.0 Building Siting

4.0 Accessory Structures and Furnishings

5.0 Driveways and Alleys

O.R. 1240 PG 1613

II F. MULTI-FAMILY SITE DESIGN STANDARDS

1.0 Building Orientation and Site Organization

2.0 Standard Building Setbacks, Heights and Lot Coverage

3.0 Amenity and Service Facilities

4.0 Parking

PART III: RESIDENTIAL DESIGN GUIDELINES

1.0 Architectural Style/ Typology

2.0 Building Form and Layout

3.0 Architectural Elements

4.0 Building Materials and Finishes

5.0 Site Walls and Fences

6.0 Pedestrian and Vehicular Paving

7.0 Signage

8.0 Building and Site Lighting

9.0 Landscape Design-- General Considerations

10.0 Common Area/ Community Park Planting

11.0 Lake Edge Planting

12.0 Preservation Edge Planting

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

3

APPENDIX

O.R. 1240 PG 1614

1.0 Architectural Typology/ Imagery

2.0 Recommended Plant Palette

3.0 Submittal Checklist

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

4

PART I: INTRODUCTION

O.R. 1240 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. All developers, contractors, architects, engineers, and property owners must adhere to the Design Standards in conjunction with all applicable St. Johns County Codes, the American with Disabilities Act, 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 document by **Residential Design Guidelines** which describe aspects of architectural delineation and site design which are strongly *desired* to be utilized throughout the design and development process.
- 1.3 The **Residential Design Standards** and **Design Guidelines** are supported by the Master Developer and the Architectural Review Board, (ARB), and will be used throughout the development 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, drives and site grading)
 - Schematic Landscape Plan, (may be combined with site plan)
 - Schematic Architectural Elevations
 - Survey of existing hardwood trees of 6" diameter or greater measured at 3' 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 Plan @ minimum scale of 1" = 30'
 - Grading Plan @ minimum scale of 1" = 30'
 - Landscape Plan @ minimum scale of 1" = 30'
 - Architectural Elevations @ minimum scale of 1/8" = 1'
 - Standard Specifications for all components of Design

The ARB retains the right to request additional drawings, specifications and material samples prior to approval.

- 2.3 Upon written approval of the Final Plans from the ARB construction may commence following the procedures described in the Residential Design Standards and Guidelines and the Declaration of Covenant and Restrictions for Saint Johns.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

3.0 Project Overview:

- 3.1 A Saint Johns project description will be provided by Davidson Development, Inc.
- 3.2 Saint Johns Master Plans will be provided by Davidson Development, Inc.

4.0 Residential Development Types:

- 4.1 There are 4 categories of Single Family Residential development identified by the Saint Johns Master Plan:
 - Single Family Estate Lots, (max. density of 3.2 D.U./ acre)
 - Single Family Conventional, (max. density of 5.0 D.U./ acre)
 - Patio Homes, (max. density of 6.0 D.U./ acre)
 - Town Homes, (max. density of 8.0 D.U./ acre)
- 4.2 Multi-Family Residential development includes
 - Apartments
 - Condominiums
 - Vacation Ownership
 - Life Care Facility

PART II: RESIDENTIAL DESIGN STANDARDS --
Required Practices

II A. DESIGN STANDARDS FOR ALL RESIDENTIAL DEVELOPMENT

1.0 Preservation of Existing 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 preservation 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 occur around the areas to be preserved.
- 1.4 Construction machinery and materials shall not be driven or located within the preservation area. Grading, trenching and other methods of soil compaction are prohibited in preserved areas.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

2.0 Lot Layout and Site Organization:

- 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 development shall furnish the necessary site elements and improvements to accommodate school bus and other public transportation. Primary public bus stops must contain covered structures for public safety and convenience.
- 3.3 All common areas shall provide the necessary refuse and maintenance 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' easement measured from the property line for accommodating pedestrian/ golf cart paths, landscape and future utilities. Any reductions to the 20' easement shall be approved in advance by the ARB.
- 4.3 All Single family residential parcels shall be separated by an 20' landscape easement.
- 4.4 Multi-family residential and single family residential parcels shall be separated by a 40' 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 6' 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 width of 24', (excluding all parking and turn lanes).
- 5.2 Residential streets designed to include on-street parking shall be a minimum of 33'.
- 5.3 All streets are required to be crowned with drainage directed to the sides of the street and away from pedestrian crossings and walkways.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

- 5.4 All primary residential streets with sidewalks must provide large, deciduous canopy trees on each side of the street planted at a minimum distance of 4' from the back-of-curb. Street trees are to have equal spacing of 20' min. to 50' max. on center unless otherwise approved by the ARB based on lot width and configuration. Naturalistic planting design may be considered if street tree size and quantity is equivalent to that of a streetscape planting plan.
- 5.5 Cul-de-sacs and motor courts shall adhere to the same landscape standards as provided for the streets.
- 6.0 Pedestrian walkways:**
- 6.1 Paved access must be provided to the Master Plan Pedestrian Walkway located throughout the Saint Johns 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' located on at least one side of each road per St. Johns County requirements.
- 7.0 Project Signage:**
- 7.1 All signage placement and composition must comply with the regulations set forth by the St. Johns County Codes together with the Master Signage Design Standards for Saint Johns.
- 7.2 The following permanent signs are permitted:
- identification monument/ 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
 - flashing, oscillating or moving signs
 - signs with neon light fixtures
- 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 forth in the Rules and Regulations Governing Construction in the Project.
- 7.5 Signs may be illuminated from the base of the sign.
- 7.6 All signage light sources shall be concealed.
- 7.7 All signage lighting shall complement the architectural and site lighting while conforming to the St. Johns County and Building Codes.
- 8.0 Site Lighting:**
- 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.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

8.2 Minimum Lighting Levels

- vehicular drop-offs --1.0 foot candles
- parking lots -- 1.0 foot candles
- pedestrian walkways, ramps and areas --1.0 foot candles
- lawn and open space --.5 foot candles

8.3 Light pole maximum heights:

- parking lots, local streets, lanes and alleys --30'
- pedestrian walkways terraces and plazas --20'

8.4 Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.

8.5 Flood lighting is not permitted without written authorization from the ARB

9.0 Earthwork and Drainage:

9.1 Landscape mounds and swales shall be constructed with smooth 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 connected to the overall master drainage system with the review and approval of the ARB and, if required, the approval of regulatory agencies.

10.0 Landscape Standards:

10.1 No landscape plant materials may obstruct areas of pedestrian or vehicular access.

10.2 All dead or dying plant material must be replaced.

10.3 All plants used for screening shall have adequate size and density to form an opaque screen within one year.

10.4 No landscape materials shall encroach upon the Preservation Zone at any time. Following are minimum sizes for planted trees:

- canopy shade tree --3 1/2" - 4" caliper
- flowering/ ornamental --2 1/2" - 3" caliper
- evergreen/ ornamental --2"-2 1/2" caliper
- coniferous tree --12' height

All other plant material sizes are at the discretion of the Site Developer/ 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 prohibited from use will be provided by Davidson Development, Inc.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

11.0 Irrigation:

- 11.1 All parcels shall 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 walls, paved surfaces or Preservation Areas.
- 11.3 Pop-up heads shall be used within all lawn and pedestrian 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 been received by the General Contractor.
- 12.2 Prior to site clearing, all community conservation/ preservation areas, tree preservation areas and native vegetation to remain must be identified on plans, located on site and properly protected with barrier fencing.
- 12.3 Sediment and erosion control provisions shall control run-off and contain all silt and debris 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 STANDARDS

1.0 Lot Dimensions and Coverage:

- 1.1 Typical lot dimensions shall average 80' X 120', considering that a maximum of 3.2 lots per acre is permitted. Lot sizes can be larger and may vary in size.
- 1.2 Total building coverage shall be a maximum of 35%.
- 1.3 Minimum front yard landscape coverage consisting of trees, shrubs and ground covers shall be 25%.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

10

2.0 Standard Setbacks:

2.1 Setbacks shall be measured either from the right-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'
- rear yard -- 15'
- corner lots, all yards facing street -- 20'

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

- front yard -- 10'
- side yard -- 5'
- rear yard -- 10'
- corner lots, all yards facing street -- 10'

notes: All privacy walls and planter walls shall have a height limitation of 4'.

Pools and spas are not permitted in front yards.

Pools shall be composed of material thoroughly tested and accepted by the industry for such construction.

The outside edge of the pool shall 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 -- 10'
- corner lots -- no fence is permitted in yards facing streets

note: All fences shall be a height limitation of 4'.

2.5 Athletic and/ or play structures:

- front yard -- no structures shall be permitted in the front yard
- side yard -- no structures shall be permitted in the side yard
- rear yard -- 10'
- corner 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. Buildings may not be sited diagonally across lots 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 street to promote an interesting and engaging streetscape.

3.3 Building height limitation is 40' as specified in the Saint Johns PUD.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

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' tall and 3' 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'.
- 5.2 Sidewalk paving material shall continue across driveways to create continuity of the sidewalk.
- 5.3 Loose, aggregate paving is not permissible. See Residential Design Guidelines for recommended materials.
- 5.4 Parking must be provided per St. Johns County Code which requires a minimum of 1 space per dwelling unit.

II C. SINGLE FAMILY CONVENTIONAL LOT DESIGN STANDARDS

1.0 Lot Dimensions and Coverage:

- 1.1 Typical lot dimensions shall average 60' X 100', considering that a maximum of 5.0 lots per acre is permitted. Lot sizes can be larger and may vary in size.
- 1.2 Total building coverage shall be a maximum of 48%.
- 1.3 Minimum front yard landscape coverage consisting of trees, shrubs and ground covers shall be 25%.

2.0 Standard Setbacks:

- 2.1 Setbacks shall be measured either from the right-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 -- 5'
 - rear yard -- 15'
 - corner lots, all yards facing street -- 15'

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

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

- front yard -- 10'
- side yard -- 5'
- rear yard -- 5'
- corner lots, all yards facing street -- 10'

O.R. 1240 PG 1623

notes: All privacy walls and planter walls shall have a height limitation of 4'.

Pools and spas are not permitted in the front yard.

Pools shall be composed of material thoroughly tested and accepted by the industry for such construction.

The outside edge of the pool shall 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'.

2.5 Athletic and/ or play structures:

- front yard -- no structures shall be permitted in the front yard
- side yard -- no structures shall be permitted in the side yard
- rear yard -- 5'
- corner 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. Buildings may not be sited diagonally across lots 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 street 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' tall and 3' 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.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

5.0 Driveways:

- 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'.
- 5.3 Sidewalk paving material shall 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 Parking must be provided per St. Johns County Code which requires a minimum of 1 space per dwelling unit.

II D. SINGLE FAMILY 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' and generally would be a maximum 160'.
- 1.4 Total building coverage shall be a maximum of 60%.

2.0 Standard Setbacks:

- 2.1 Setbacks shall be measured either from the right-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 -- 15'
 - side yard -- 0'-10'
 - rear yard -- 10'
 - corner lots, all yards facing street -- 10'
- 2.3 Porch, Screened Enclosure, Privacy Wall, Planter Wall, Deck, Patio, Pool and Spa:
 - front yard -- 10'
 - side yard -- NA
 - rear yard -- NA
 - corner lots, all yards facing street -- 10'

notes: All privacy walls and planter walls shall have a height limitation of 6.5' and are not permitted in the front yard.

Pools and Spas are not permitted in the front yard.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

2.4 Fence setbacks:

- front yard -- 10'
- side yard -- NA
- rear yard -- NA
- corner lots -- 10'

note: All fences shall be a height limitation of 5'.

2.5 Athletic and/ or play structures:

- front yard -- no structures shall be permitted in the front yard
- side yard -- no structures shall be permitted in the side yard
- rear yard -- 5'
- corner 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. Buildings may not be sited diagonally across lots 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 street to promote an interesting and engaging streetscape.
- 3.3 Building height limitation is 40' as specified in the Saint Johns FUD.
- 3.4 A maximum of 4 dwelling units may be placed contiguously, 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 shall 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'.
- 4.5 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 shall adhere to U.S. Postal Standards and shall be a maximum of 5' tall and 3' wide.
- 4.7 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 and Alleys:

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

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

- 5.4 Maximum width of driveways is 20'.
- 5.5 Sidewalk paving material shall continue 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 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.

II E. SINGLE FAMILY TOWN 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 40' and generally would be a maximum of 70'.
- 1.3 Lot length is a minimum of 80' and generally would be a maximum of 120'.
- 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 easement or side property line, whichever is most restrictive.

2.2 Building setbacks include:

- front yard -- 15'
- side yard -- NA
- rear yard -- 10'
- corner lots, all yards facing street -- 15'

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

- front yard -- 10'
- side yard -- NA
- rear yard -- NA
- corner lots, all yards facing street -- 10'

notes: All privacy walls and planter walls shall have a height limitation of 8' and are not permitted in the front yard.

Pools and Spas are not permitted in the front yard.

Pools shall be composed of material thoroughly tested and accepted by the industry for such construction.

The outside edge of the pool shall be a minimum distance of 4' from all side walls of the residence.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

2.4 Fence setbacks:

- front yard -- 10'
- side yard -- NA
- rear yard -- NA
- corner lots -- NA

note: All fences shall be a height limitation of 4'.

2.5 Athletic and/ or play structures:

- front yard -- no structures shall be permitted in the front yard
- side yard -- no structures shall be permitted in the side yard
- rear yard -- 5'
- corner 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. Buildings may not be sited diagonally across lots 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 street to promote an interesting and engaging streetscape.
- 3.3 Building height limitation is 40' as specified in the Saint Johns PUD.
- 3.4 A maximum of 6 dwelling units may be placed contiguously, 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 shall 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'.
- 4.5 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 shall adhere to U.S. Postal Standards and shall be a maximum of 5' tall and 3' wide.
- 4.7 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 and Alleys:

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

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

- 5.4 Maximum width of driveways is 20'.
- 5.5 Sidewalk paving material shall continue 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 shall not exceed 24' in width.
- 5.8 Parking must be provided per St. Johns County Code which requires a minimum of 1 space per dwelling unit.

II F. MULTI-FAMILY SITE DESIGN STANDARDS

1.0 Building Orientation and Site Organization:

- 1.1 Organize buildings to create and/ or strengthen view corridors to significant natural or man-made features.
- 1.2 All maintenance and refuse areas should have efficient service access and be screened from public view.
- 1.3 Align buildings so to establish a framework for outdoor spaces including parks, plazas, courtyards, 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 and pedestrian circulation, building siting, setback, parking, ratios, service requirements, common area improvements, preservation areas to remain in their natural condition, and site landscape 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 heights shall not exceed 65' as specified in the Saint Johns PUD.
- 2.3 A minimum distance of 30' must separate each residential 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:
 - front yard @ street - 20'
 - side and rear yards @ preservation edge - 20'
 - side and rear yards @ lake edge - 20'
- 2.6 Vehicular pavement setbacks:
 - front yard @ street - 20'
 - side and rear yard @ preservations edge - 10'
- 2.7 Porch, Screened Enclosure, Privacy Wall, Planter Wall, Deck, and Patio:
 - front yard @ street - 20'

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

- side and rear yard @ preservation edge - 10'
- side and rear yard @ lake edge - 20'

note: All privacy walls and planter walls shall have a height limitation of 8'.

2.8 Fence setbacks:

- front yard @ street - 20'
- side and rear yard @ preservation edge - 10'

note: All fences shall have a height limitation of 4'.

2.9 Athletic and/ or play structures shall be contained in areas designated as common area.

3.0 Amenity and Service Facilities:

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

- administrative offices
- pools, hot tubs, saunas
- tennis courts/ racquetball courts
- fitness facility
- car wash
- U.S. Postal mailbox facilities
- laundry rooms
- recycling/ refuse facilities

note: Refuse and recycling equipment and/or 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/ operator and one 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 contiguous 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' minimum width.
- 4.5** All landscape parking islands must allow for a 2' 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 clear zone for visibility should however be maintained from a height of 3.5' to 7'.
- 4.7** No parking shall adjoin a lake.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

PART III: RESIDENTIAL DESIGN GUIDELINES --

Desired Practices

O.R. 1240 PG 1630

1.0 Architectural Style/ Typology:

- 1.1 All buildings and architectural elements along a street or within a given view area 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
 - Classic/ Traditional (Town Homes, Apartments, Condominiums and Life Care)Imagery, sketches and descriptions of each of the above styles is provided in the appendix.

2.0 Building Form and Layout:

- 2.1 Single family houses should 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 estate and conventional lot houses shall be one or two stories. When two stories are employed, it is recommended that the second level 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 vehicular 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 consist 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 units are encouraged when front yard parking is desired. All sides/ faces of the Town Home building and accessory structures should be articulated with details and architectural elements in a manner consistent with the chosen style for the community. 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 greatly in height, massing and layout according to the needs of each residential community. In all cases, the design of each building shall consider the comfort level and perception of pedestrians at the street level. Variations in the building routine and walls with additional emphasis on architectural elements are highly recommended. All sides / faces of each building and accessory structures must be articulated and detailed.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

3.0 Architectural Elements:

- 3.1 All architectural elements shall be designed and detailed in a manner consistent with the style of the building.
- 3.2 Pitched roofs are recommended in gable, hipped, gambrel forms or their variations.
- 3.3 Doors may be single or paired and are usually centered within the facade. The use of entablatures and/or architraves is recommended for classic or colonial styles to emphasize primary entrances.
- 3.4 Windows and/ or dormers should be generally placed in a symmetrical or balanced pattern, include small panes of glass and the use of shutters and/or decorative entablatures.
- 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 should be designed according to the architectural typology of the building.

4.0 Building Materials and Finishes:

- 4.1 All exposed 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, textures and forms.
- 4.3 Recommended materials for walls include brick, stucco, wood, and stone.
- 4.4 Roofs may consist of slate, tile, aluminum/ metal roofing, or dimensional shingles or shakes.

5.0 Site Walls and Fences:

- 5.1 All site walls shall be constructed with brick, stucco, or natural stone on all exposed surfaces. Walls must be capped with brick, stone or precast concrete.
- 5.2 Fence materials may include wood, aluminum, and wrought iron. Chain link fences are prohibited.
- 5.3 A wall or fence 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 Typical pedestrian walkways located in parking lots and along streets should consist of broom-finish concrete.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

21

- 6.2 Pedestrian crossings, arrival areas, prominent walkways, courtyards and breezeways shall consist of paving with a stronger emphasis including brick, stone, concrete and tile pavers, stamped or patterned concrete, wood, and exposed aggregate paving.
- 6.3 Recommended vehicular pavement types are listed below:
- local streets, lanes, alleys, driveways and parking lots - concrete and asphalt
 - arrival areas, vehicular courts and other areas of heightened emphasis - 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 set forth by the St. Johns County Sign Ordinance together with the Master Signage Design Standards for Saint Johns.
- 7.2 Entry monuments and signs shall be consistent with the architectural materials, style and scale of the building it serves.
- 7.3 When more than one sign is used for a single building, the text, materials and style should be consistent.
- 8.0 **Building and Site Lighting:**
- 8.1 Site lighting should be provided along all streets, sidewalks, parking lots, common courtyard, parks, plazas and other 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 color. High design areas such as building facades, entries and walkways should receive the highest priority.
- 8.5 Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

9.0 Landscape Design-- General Considerations:

- 9.1 The preservation and/or relocation of existing specimen hardwoods or other desirable materials is strongly recommended.
- 9.2 The landscape plan should complement the architectural style and emphasize desirable views.
- 9.3 The planting design shall be simple and elegant utilizing large numbers of limited varieties of plant materials.
- 9.4 The form, color, texture and mature size of each plant should be considered in composing beds that compliment surrounding natural and man-made materials.
- 9.5 Special emphasis plantings should be reserved for arrival areas, plazas and courtyards.
- 9.6 The use of raised planters and trellises 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 preferred

10.0 Common Area/ Community Park Planting:

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

11.0 Lake Edge Planting:

- 11.1 All 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 maintain a consistent and naturalistic shoreline planting design.

12.0 Preservation Edge Planting:

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

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

APPENDIX

O.R. 1240 PG 1634

1.0 Architectural Typology/ Imagery

2.0 Recommended Plant Palette

Common Name	Botanical Name
Trees	
Red Maple	<i>Acer rubrum</i>
Loquat	<i>Eriobotrya japonica</i>
Loblolly Bay	<i>Gordonia lasianthus</i>
Dahoon Holly	<i>Ilex cassine</i>
Yaupon Holly	<i>Ilex vomitoria</i>
Sweet Gum	<i>Liquidambar styraciflua</i>
Southern Magnolia	<i>Magnolia grandiflora</i>
Black Gum	<i>Nyssa sylvatica</i>
Slash Pine	<i>Pinus ellotii</i>
Loblolly Pine	<i>Pinus taeda</i>
Laurel Oak	<i>Quercus laurifolia</i>
Shumard Oak	<i>Quercus shumardii</i>
Live Oak	<i>Quercus virginiana</i>
Weeping Willow	<i>Salix babylonica</i>
Bald Cypress	<i>Taxodium distichum</i>
Drake Elm	<i>Ulmus parvifolia 'Drake'</i>
Chaste Tree	<i>Vitex agnus-castus</i>
Shrubs	
Glossy Abelia	<i>Abelia grandiflora</i>
Japanese Boxwood	<i>Buxus microphylla</i>
Clerya	<i>Clerya japonica</i>
Pineapple Guava	<i>Feijoa sellowiana</i>
Cape Jasmine	<i>Gardenia jasminoides</i>
Yaupon Holly	<i>Ilex cornuta</i>
Dwarf Yaupon Holly	<i>Ilex vomitoria 'Nana'</i>
Lantana	<i>Lantana camara</i>
Privet	<i>Ligustrum sp.</i>
Oleander	<i>Nerium oleander</i>
Fragrant Tea Olive	<i>Osmanthus fragrans</i>
Japanese Pittosporum	<i>Pittosporum tobira</i>
Indian Hawthorn	<i>Raphiolepis indica</i>
Azalea	<i>Rhododendron sp.</i>
Sandankwa Viburnum	<i>Viburnum suspensum</i>
Ground Covers and Vines	

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

Cast Iron Plant	<i>Aspidistra elatior</i>
Daylily hybrids	<i>Hemerocallis hybrida</i>
Fern	
Evergreen Giant Liriope	<i>Liriope muscari</i> 'Evergreen Giant'
Boston Fern	<i>Nephrolepis exaltata</i>
Monde Grass	<i>Ophiopogon japonicus</i>
Confederate Jasmine	<i>Trachelospermum jasmoides</i>

O.R. 1240 PG 1635

Lawn/ Grass

Bermuda Grass	<i>Cynodon dactylon</i>
St. Augustine Grass	<i>Stenotaphrum secundatum</i>

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

25

3.0 Submittal Checklist

O.R. 1240 PG 1636

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 notes regarding all easements, neighborhood sidewalks, maintenance areas and community amenities.
- ☐ Schematic Landscape Plan illustrating:
 - ☐ Preliminary landscape design
 - ☐ Preliminary plant palette including quantity and sizes
 - ☐ General notes regarding irrigation, quality / grade of plant material, landscape screening and other pertinent factors
- ☐ Survey of existing hardwood trees
- ☐ Samples, photographs and cut sheets of materials used for buildings, site walls, signage, paving and other design elements
- ☐ Renderings, photographs and models used to convey design

Final Plan / Construction Document Submission

- ☐ Site Layout Plans / Hardscape Plans
- ☐ Grading / Drainage Plans
- ☐ Utility Plans
- ☐ Irrigation Plans
- ☐ Landscape Plans
- ☐ Building Floor / Roof Plans
- ☐ Plans for Buildings / Residential Dwelling Units
- ☐ Architectural Elevations / Sections
- ☐ Hardscape, Landscape and Building details
- ☐ Standards Specifications for all components of design

FINAL DRAFT: 3/22/97, REVISED: 4/3/97

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

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

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential is made this ____ 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 Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by the First Amendment to Declaration 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 County, 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, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property 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.

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

15130.1
167 96372
Rev. 07-15-97

Recorded in Public Records St. Johns County, FL
Clerk# 97025780 O.R. 1252 PG 1479
Recording \$29.00 Surcharge \$4.00
209:13AM 07/22/1997

NORTHWEST PARCEL 16

A PART OF THE ANTONIO 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 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 7123.49 FEET; 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-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 906.96 FEET TO THE POINT OF CURVE OF A 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-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 BEARING OF NORTH 00°30'06" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 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 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 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 CONTINUING 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°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 NORTHERLY 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 BEARING OF NORTH 05°00'19" EAST AND A CHORD DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY 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 SAID 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°01'22" WEST, A DISTANCE OF 28.26 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 186.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°11'21" WEST AND A CHORD DISTANCE OF 20.63 FEET TO A POINT OF REVERSE 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 200.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°36'50" WEST AND A CHORD DISTANCE OF 198.50 FEET TO A POINT

S:\SEARCH\LEGAL\STJ\INP\16

- 1 -

OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 930.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°13'01" WEST AND A CHORD DISTANCE OF 76.11 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 15°17'38" WEST, A DISTANCE OF 231.96 FEET TO A POINT ON A NORTHERLY LINE OF CONSERVATION EASEMENT NUMBER 29; THENCE ALONG SAID CONSERVATION EASEMENT NUMBER 29 RUN THE FOLLOWING 62 COURSES: COURSE NO. 1) SOUTH 87°30'33" WEST, A DISTANCE OF 14.65 FEET; COURSE NO. 2) SOUTH 28°11'00" WEST, A DISTANCE OF 35.63 FEET; COURSE NO. 3) SOUTH 44°11'34" WEST, A DISTANCE OF 36.28 FEET; COURSE NO. 4) SOUTH 26°24'30" WEST, A DISTANCE OF 25.73 FEET; COURSE NO. 5) SOUTH 62°47'42" WEST, A DISTANCE OF 23.67 FEET; COURSE NO. 6) SOUTH 08°01'36" EAST, A DISTANCE OF 27.57 FEET; COURSE NO. 7) SOUTH 54°20'45" WEST, A DISTANCE OF 25.41 FEET; COURSE NO. 8) NORTH 41°03'17" WEST, A DISTANCE OF 29.29 FEET; COURSE NO. 9) NORTH 05°41'44" WEST, A DISTANCE OF 22.03 FEET; COURSE NO. 10) NORTH 24°28'57" WEST, A DISTANCE OF 35.97 FEET; COURSE NO. 11) NORTH 71°08'00" WEST, A DISTANCE OF 25.78 FEET; COURSE NO. 12) NORTH 78°10'27" WEST, A DISTANCE OF 31.50 FEET; COURSE NO. 13) NORTH 68°00'46" WEST, A DISTANCE OF 15.67 FEET; COURSE NO. 14) SOUTH 86°00'02" WEST, A DISTANCE OF 22.34 FEET; COURSE NO. 15) NORTH 79°00'10" WEST, A DISTANCE OF 29.72 FEET; COURSE NO. 16) SOUTH 35°49'12" WEST, A DISTANCE OF 39.81 FEET; COURSE NO. 17) SOUTH 55°09'44" WEST, A DISTANCE OF 16.53 FEET; COURSE NO. 18) NORTH 50°28'04" WEST, A DISTANCE OF 17.96 FEET; COURSE NO. 19) SOUTH 84°34'19" WEST, A DISTANCE OF 29.80 FEET; COURSE NO. 20) NORTH 87°35'25" WEST, A DISTANCE OF 36.39 FEET; COURSE NO. 21) NORTH 43°37'54" WEST, A DISTANCE OF 27.06 FEET; COURSE NO. 22) SOUTH 82°08'50" WEST, A DISTANCE OF 22.66 FEET; COURSE NO. 23) NORTH 80°25'07" WEST, A DISTANCE OF 20.64 FEET; COURSE NO. 24) NORTH 59°24'31" WEST, A DISTANCE OF 45.27 FEET; COURSE NO. 25) NORTH 41°06'52" WEST, A DISTANCE OF 30.13 FEET; COURSE NO. 26) SOUTH 63°31'46" WEST, A DISTANCE OF 30.85 FEET; COURSE NO. 27) SOUTH 10°24'23" WEST, A DISTANCE OF 29.22 FEET; COURSE NO. 28) SOUTH 07°16'07" WEST, A DISTANCE OF 19.05 FEET; COURSE NO. 29) SOUTH 35°42'04" EAST, A DISTANCE OF 36.43 FEET; COURSE NO. 30) SOUTH 11°14'16" WEST, A DISTANCE OF 19.93 FEET; COURSE NO. 31) SOUTH 79°47'16" WEST, A DISTANCE OF 156.49 FEET; COURSE NO. 32) NORTH 04°06'41" EAST, A DISTANCE OF 21.49 FEET; COURSE NO. 33) NORTH 34°54'12" WEST, A DISTANCE OF 18.46 FEET; COURSE NO. 34) NORTH 58°49'04" WEST, A DISTANCE OF 22.05 FEET; COURSE NO. 35) NORTH 53°57'48" WEST, A DISTANCE OF 21.78 FEET; COURSE NO. 36) NORTH 05°07'30" WEST, A DISTANCE OF 26.77 FEET; COURSE NO. 37) NORTH 13°56'03" EAST, A DISTANCE OF 22.09 FEET; COURSE NO. 38) NORTH 33°11'49" WEST, A DISTANCE OF 27.99 FEET; COURSE NO. 39) NORTH 02°45'28" EAST, A DISTANCE OF 17.06 FEET; COURSE NO. 40) NORTH 59°17'13" WEST, A DISTANCE OF 25.03 FEET; COURSE NO. 41) NORTH 15°43'42" EAST, A DISTANCE OF 16.27 FEET; COURSE NO. 42) NORTH 69°03'45" WEST, A DISTANCE OF 25.45 FEET; COURSE NO. 43) SOUTH 78°40'29" WEST, A DISTANCE OF 31.22 FEET; COURSE NO. 44) SOUTH 79°39'55" WEST, A DISTANCE OF 31.27 FEET; COURSE NO. 45) SOUTH 38°00'11" WEST, A DISTANCE OF 25.57 FEET; COURSE NO. 46) SOUTH 39°39'01" EAST, A DISTANCE OF 28.27 FEET; COURSE NO. 47) SOUTH 46°11'10" EAST, A DISTANCE OF 20.42 FEET; COURSE NO. 48) SOUTH

S:\SHARON\LEGAL\SJH\MPAR16

- 2 -

02°04'55" EAST, A DISTANCE OF 27.06 FEET; COURSE NO. 49) SOUTH
 78°37'57" WEST, A DISTANCE OF 18.10 FEET; COURSE NO. 50) SOUTH
 60°59'23" WEST, A DISTANCE OF 20.64 FEET; COURSE NO. 51) SOUTH
 64°40'10" WEST, A DISTANCE OF 21.83 FEET; COURSE NO. 52) NORTH
 81°47'46" WEST, A DISTANCE OF 21.69 FEET; COURSE NO. 53) NORTH
 49°21'25" WEST, A DISTANCE OF 19.48 FEET; COURSE NO. 54) SOUTH
 40°42'07" WEST, A DISTANCE OF 24.32 FEET; COURSE NO. 55) SOUTH
 80°33'28" WEST, A DISTANCE OF 14.03 FEET; COURSE NO. 56) NORTH
 73°58'55" WEST, A DISTANCE OF 20.65 FEET; COURSE NO. 57) NORTH
 30°45'55" WEST, A DISTANCE OF 15.76 FEET; COURSE NO. 58) NORTH
 73°28'26" WEST, A DISTANCE OF 18.59 FEET; COURSE NO. 59) NORTH
 60°29'50" WEST, A DISTANCE OF 17.17 FEET; COURSE NO. 60) NORTH
 65°28'09" WEST, A DISTANCE OF 1002.99 FEET; COURSE NO. 61) NORTH
 35°46'55" EAST, A DISTANCE OF 508.83 FEET; COURSE NO. 62) NORTH
 21°00'29" EAST, A DISTANCE OF 505.46 FEET; THENCE NORTH 66°05'35"
 WEST LEAVING SAID CONSERVATION EASEMENT NUMBER 29, A DISTANCE OF
 61.78 FEET TO A POINT ON A CURVE, 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 SUBTENDED BY A CHORD BEARING OF NORTH 07°56'38" WEST AND A
 CHORD DISTANCE OF 277.98 FEET TO THE POINT OF REVERSE CURVE OF A
 CURVE, SAID CURVE BEING CONCAVE EASTERLY 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
 NORTH 08°21'19" EAST AND A CHORD DISTANCE OF 170.93 FEET TO THE
 POINT 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 NORTHWESTERLY 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 NORTH
 33°48'37" EAST AND A CHORD DISTANCE OF 104.02 FEET TO THE POINT OF
 REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY
 HAVING A RADIUS OF 275.00 FEET; THENCE NORTHEASTERLY 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 CHORD
 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
 59.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH
 15°16'02" EAST AND A CHORD DISTANCE OF 58.80 FEET TO THE POINT OF
 REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY
 HAVING A RADIUS OF 91.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC
 OF SAID CURVE, AN ARC DISTANCE OF 167.17 FEET, SAID ARC BEING
 SUBTENDED BY A CHORD BEARING OF NORTH 50°30'27" EAST AND A CHORD
 DISTANCE OF 144.87 FEET TO THE POINT OF REVERSE CURVE OF A CURVE,
 SAID CURVE BEING CONCAVE NORTHERLY 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
 88°47'59" EAST AND A CHORD DISTANCE OF 181.67 FEET TO THE POINT OF
 TANGENCY OF SAID CURVE; THENCE NORTH 79°33'17" EAST, A DISTANCE OF
 96.96 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING
 CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE
 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF
 134.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH
 62°02'52" EAST AND A CHORD DISTANCE OF 124.22 FEET TO THE POINT OF

S:\SHARON\LEGAL\SJH\NWP\PAR16

- 3 -

TANGENCY 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 ARC OF SAID CURVE, AN ARC DISTANCE OF 103.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°45'47" EAST AND 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°03'43" 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 SOUTHEASTERLY 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 84.85 FEET TO THE POINT OF TANGENCY OF 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°48'43" EAST AND A CHORD DISTANCE OF 155.03 FEET 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 AND A CHORD DISTANCE OF 205.91 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A 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°00'45" 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 BEARING OF SOUTH 01°59'45" WEST AND A CHORD DISTANCE OF 101.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 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 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 231.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°47'55" WEST AND A CHORD DISTANCE OF 202.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 329.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°11'05" WEST AND A CHORD DISTANCE OF 136.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59°15'54" 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 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 111.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°27'58" WEST AND A CHORD

S:\SHARON\LEGAL\SCHANN\PAR16

- 4 -

DISTANCE OF 109.63 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY 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 POINT 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 SOUTH 44°42'15" WEST AND A CHORD DISTANCE OF 171.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 92.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 272.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°08'49" EAST AND A CHORD DISTANCE OF 184.10 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1334.18 FEET; THENCE NORTHEASTERLY 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 OF REVERSE CURVE OF A CURVE, SAID CURVE 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 BEARING 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 RADIUS OF 250.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 343.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°28'41" EAST AND A CHORD DISTANCE OF 316.74 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING 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°55'33" 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 RADIUS 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 DISTANCE OF 136.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 30°33'01" WEST, A DISTANCE OF 45.06 FEET; THENCE SOUTH 86°25'04" EAST, A DISTANCE OF 154.11 FEET; THENCE NORTH 81°33'31" EAST, A DISTANCE OF 150.76 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY 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 BEING IN THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, 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 BEGINNING.

CONTAINING 44.34 ACRES MORE OR LESS.

S:\SHARON\LEGAL\5JH\NWP\16

- 5 -

635

Return to & Prepared by:
c/o James N. McGarvey, Jr.
2453 So. Third Street
Jacksonville Beach, FL 32250

Recorded in Public Records St. Johns County, FL
Clerk# 97041924 O.R. 1277 PG 607 03:51PM 11/14/1997
Recording \$129.00 Surcharge \$16.50

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TURNBERRY AT SAINT JOHNS

THIS DECLARATION is made this 11 day of November, 1997, by Turnberry Developers, Ltd. hereinafter called "Developer".

RECITALS

A. Developer is the owner of that certain real property (the "Property") located in St. Johns County, Florida, and more particularly 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 Property shall be single-family dwellings and shall be developed and maintained 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 enjoyment 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 maintenance of the Property and the improvements thereon, Developer 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 nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas, as said term is hereinafter defined, located within the Property and shall administer and enforce the covenants, conditions, restrictions and limitations hereinafter 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 hereinafter created. The operation, maintenance and administration of the Master Drainage/Surface and Stormwater Management System including Lake Tract C, as described 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 Turnberry Association as hereinafter provided.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafter 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**DEFINITIONS**

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, shall form an integrated community with the Property. Additional Property may be annexed by recording in the public records as supplement declaration subjecting such Additional Property to the Declaration in the manner hereinafter specified; provided, however, until such Additional Property is subjected to the Declaration, this Declaration shall not constitute a lien, encumbrance or defect on the title of the Additional Property, and shall in no way effect the conveyance or transfer of such Additional Property. Without limiting the generality of the foregoing, that property described in Exhibit B hereto, or any portions thereof, upon annexation, qualifies as "Additional Property."

(b) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof.

(c) "Architectural Guidelines" shall mean and refer to those guidelines and rules promulgated by the ARB as may be modified from time to time by majority vote of the Board of Directors. The Architectural Guidelines shall be binding upon all members of the Association.

(d) "Association" shall mean and refer to Turnberry Association, Inc., a Florida not-for-profit 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 policies 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 Declaration.

(i) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment 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 facilities pertaining to the Master Drainage/Surface and Stormwater Management System.

(j) "Developer" shall mean and refer to Turnberry Developers, Ltd., or such other entity owning all 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) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions 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) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(n) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(o) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(p) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property 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 Article VII, Section 24.

(q) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(r) "Master Drainage/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, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.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 appurtenant to said basins, (3) all lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage, ingress and egress, in order to properly operate and maintain the system and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system.

(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" shall 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 to time, which governs the Property.

(v) "Northwest Residential Declaration" means the Declaration 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 persons or entities, of the fee simple title to or life estate in any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(x) "Permitted Vehicles" shall mean functional passenger automobiles, vans, motorcycles, sport-utility vehicles and trucks of one-half ton capacity or less.

(y) "Plat of Turnberry at Saint Johns-Unit One" means the plat of the Property as recorded in Map Book 33, pages 14 through 22 inclusive, in the public records of St. Johns County, Florida, as the same may hereafter be amended or replatted from time to time.

(z) "Plats" mean the Plat of Turnberry at Saint Johns-Unit One and all other plats of Additional Property if and when such Additional Property is hereafter annexed pursuant to the Declaration.

(aa) "Property" shall 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 Master 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 constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

OWNERSHIP AND MEMBERSHIP

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. Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. So long as there is Class B membership, Class A members are all Owners, except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members will be all Owners, including Developer so long 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 such Lot shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member is Developer, who is entitled to four (4) votes 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 membership equal the total votes outstanding in the Class B membership; or (ii) seven (7) years from the recording date of this the Declaration. Upon cessation and conversion of Class B membership, all provisions of the Declaration or the Association Articles and By-Laws referring to classes of membership will be of no further force and effect. The control of the Association (with the exception of certain ARB provisions) shall be turned over to the homeowners on January 1st of the calendar year following the year in which the Class B membership ceases, or whenever the Developer elects to terminate its control of the Association, whichever shall first occur.

ARTICLE III

OWNER'S RIGHTS

Section I. Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association 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 Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing 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 all or any part of the Common Areas to any public agency, authority or utility (public or private) for public or utility purposes.

(d) The right of the Association to mortgage all or any part of the Common Areas, but only with the approval of 2/3rds of the Members.

(e) The right of Developer or the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Areas.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The Association's right to (i) suspend any Owner's right to use the Common Areas for 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 material infraction of the Association Rules and Regulations, as determined by the Board of Directors.

(h) The Association shall, if requested by Developer and with the approval of St. Johns 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 Association, together with Saint Johns Northwest Master Association, shall be responsible for the maintenance, operation and repair of the Master Drainage/Surface and Stormwater Management System. 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 management 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 Developer. 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 of Right. 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 Association Articles and By-Laws and Association Rules and Regulations, but no other assignment is permitted.

Section 3. Destruction of Facilities. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Family 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 good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified 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.

Section 4. Transfer of Title. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association, subject to easements and restrictions of record and applicable governmental permits and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer will not be responsible for repairs, replacement, or additions to the Common 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.

ARTICLE IV
ASSOCIATION

Section 1. General. The duties and powers of the Association shall be those provided by law and as set forth in this Declaration 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 judgement of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions and 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 enforce the easements provided for in this Declaration, (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 performance of all or any portion of the Association's responsibilities hereunder.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations. All Charges, together with interest and costs of collection when 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 time 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, shall be deemed to covenant and agree to pay to the Association the Charges established or described 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 any Charges shall be allowed by reason of any alleged failure of the Association to perform any function 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 to pay such Charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Master Drainage/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 Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Associations obligations. 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

or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually 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 Board of Directors 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 Common 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 particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, 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. Commencement of General Assessments. The General Assessments provided for herein shall commence as to each Lot on the day of conveyance by Developer.

Section 6. Effect of Nonpayment and Remedies of the Association.

(a) Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All Charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including 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 Lot 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 prevailing 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 foreclosure of such Mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer; however, any party taking title to a Lot pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall be liable for any Charges which become due after such acquisition. 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 expense.

Section 7. Certificate. The Treasurer of the Association or any other officer authorized by the Association, upon written demand of any Owner liable 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 Lot.

Section 8. Budget.

(a) Except for the first year which is a partial 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 its responsibilities and obligations including, 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 Annual General Assessment may not be increased more than fifteen (15%) percent above the maximum Annual General Assessment for the immediately previous year, unless approved by two-thirds (2/3) of each class of those Members present in person or by proxy and voting at a meeting duly convened as provided hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide for reserves for replacements. The Board of Directors shall 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 shall constitute the basis for determining each Owner's General Assessment 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 notified otherwise.

Section 9. Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot from the Developer, the transferee shall pay to the Association a working capital contribution of one hundred dollars (\$100.00). This capital contribution 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 Assessments. The General Assessment and any Special Assessments must be uniform throughout the Property for all Lots, except that the Annual General Assessment 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 fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion 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 Developer 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. Thereafter, 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 guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Developer owned Lot, such Lot shall be assessed in the applicable amount established against Lots owned by Owners other than Developer, commencing with the date of transfer of title.

Section 11. 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 accepted by a governmental body, agency 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 separately 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 owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. 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 Property Owners Association, Inc., and Turnberry Association, Inc. For purposes of this section related to architectural review, all three associations have some form of jurisdiction and the related documents should be read throughly. However both the Saint Johns Northwest Residential Property Owners Association, Inc. and Turnberry 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 Property or the Lots.

In some cases, in order to avoid duplication of efforts, the Turnberry ARB may 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 ARB and Turnberry ARB are intended and included.

Section 2. Architectural Approval.

ARB 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 shall 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 governmental 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 rendering 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 Turnberry ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the Northwest Master Declaration and the Northwest Residential Declaration, the quality of workmanship and materials, harmony of external 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 complete Submittals has been made to the ARB, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration, the Northwest Master Declaration, the Northwest Residential Declaration and the ARB's design and construction standards, if any.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VI, Section 2 (f), or approval must once again be obtained from the ARB as provided herein. Once commenced, the

construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within six (6) months from commencement unless the ARB allows an extension of time.

(f) The Developer may approve plans for future building by the builders prior to the Developer turning 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 reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

Section 3. No Representation. No approval of plans and specifications and no publication 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. Such 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 codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the ARB shall 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 Declaration or the Northwest Residential Declaration, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VII

USE RESTRICTIONS

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

Section 2. Minimum Square Footage of Dwellings. The enclosed living area of any House shall contain a minimum of One Thousand, Eight Hundred (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 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. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas.

Section 3. Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

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

Front yard set-backs:	20' minimum from front Lot line.
Side yard set-backs:	5' minimum from side Lot lines (or upland buffer *limit). For corner Lots, setback from side street Property line is 15'.
Rear yard set-backs:	15' minimum from rear Lot line (or upland buffer * limit) or top of lakebank.
Rear yard set-backs:	5' from wetland line as established by St. Johns County and/or St. Johns Water Management District.
Rear yard set-backs reduction:	Upon written approval, Developer may release the Lots from minor set-back violations (not to exceed 5').

*To clarify, in cases where the upland buffer line is located more interior than the minimum set-back for a particular Lot, then the upland buffer line shall be the setback line.

Pools: Pool 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 constructed 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 house on that particular Lot. However, pools including the related pool deck area shall not be located closer to either side Lot line than the permitted structure on that Lot.

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

Eaves of building structures shall be limited in width to 50% of the side set-back of the structure on each Lot.

The term "front Lot line" shall mean 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 mean 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 than a front or rear Lot line, and other than a Lot line which is contiguous to a street right-of-way. As to all corner Lots, the Developer may, in its sole discretion, determine which Lot lines are the front Lot lines and the side street lines.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less than 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 edged 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, cut 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. Conduct of Residents. No illegal, noxious or offensive activity shall be conducted or carried on, in or upon any Lot or any other portion 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 or a source of embarrassment, discomfort, or annoyance to the neighborhood, or which shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Property. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property; provided, however, that Developer or builders, with Developer's approval, may burn clearing and building debris as needed.

Section 8. 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 Guideline 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 permitted by it to be erected upon any Lot within the Property. The standard "For Sale" and "For Rent" sign design is included in the Architectural Guidelines. Identification and street numbers exceeding a combined total more than one half (½) square feet shall not be erected without the written permission 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, Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of his permitted vehicles in a garage, attached or detached, which is part of his House. Subject to the terms 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 wheels), motor home, riding lawnmower, tractor, truck, commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, golf cart, or any other related forms of transportation devices. Commercial vehicles or any Permitted Vehicles with advertizing thereon shall 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 enable 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 approved by the ARB. The standard mailbox design specifications are included in the Architectural Guidelines.

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

Planners. Individual Lot owners are required to construct the sidewalk segment crossing their Lot according to the specifications and in the locations called for in the above referenced engineering 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.

Section 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 operate and maintain the sewer systems, including the sewage treatment plant and sewage lift-stations in a manner so as not to pollute the ground, 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 Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewage disposal system on any Lot.

(b) Irrigation pumps shall be installed in the Property 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 all 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 periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or onto 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 established by the Utility and as regulated by appropriate governmental authorities.

Section 13. 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 initially 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 elects, 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. TECO Peoples Gas agrees to operate the system in accordance with regulations 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 authorities.

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 structures are, without limitation, storage sheds, tool sheds, workshops, satellite dishes, hot houses, 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 hedge 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 non-lakefront or conservation area Lots may be located no closer to any street than five feet behind the front corner of the House located farthest from the street. Fencing is not permitted in the side street yard of any corner Lots. Fencing on lake-front lots is restricted to a point no closer to the lake than six (6) feet from the top of the lake bank and no closer to any street than five feet behind the front corner of the House located farthest from the street. Hedges may not exceed four (4) feet in height in the yards lots nor be located closer to a lake than six (6') from the top of bank. The limits of fencing on conservation area lots is restricted to the Wetland Jurisdiction line or Upland Buffer line as indicated on the plat (whichever is more upland), and no closer to any street than five feet behind the front corner of the House located farthest from the street. 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. Pets and Animals. No animals, livestock or poultry shall be bred, kept, raised or maintained on 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 leashed or kept in enclosed areas, and birds and rabbits shall be kept caged at all times.

Section 17. No Improvements Prior to Construction of Residence. No Lot clearing shall 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 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. Garage entrances shall face toward the side or rear of the Lot, except where the garage is located behind the house, the garage opening may face the street, unless otherwise approved by the ARB. 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.

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 Lot 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 Fuel Tanks, Garbage, and Trash Receptacles. No tanks, cylinders or containers for the storage 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 Peoples 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. Outdoor 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 other items shall be hung from any portion of the exterior of any house.

Section 22. Window Coverings and Air Conditioners. Without the prior written approval of the ARB, no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a House. No window air conditioning units shall be installed in any side of a building which faces a street. Exterior components of air conditioning 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 submitted for each house. All four sides of each house shall be landscaped with shrubs and trees. Any areas not planted in beds must be fully sodded. It is recommended that St. Augustine sod (or similar) be used. All landscaped areas must be irrigated. The Owner and his builder shall make every effort to protect all specimen trees on the Lots. Specimen trees are defined as hard wood trees 6" or greater in diameter as measured 2' above natural grade. During construction, all trees with trunk diameters over 6" to be preserved, shall be protected by barricades acceptable to the ARB, and erected a minimum distance of 5' from the trunks of trees to be protected. After initial house construction, no tree 6" in diameter, as measured 2' above natural grade, shall be cut or removed without approval of the ARB (except palm trees) which approval may be given when such removal is necessary for the construction of a dwelling unit or other improvement.

Section 24. Resubdividing of Lots. 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 resubdivided 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 covenants, restrictions and reservations herein set forth shall apply to the Lots subdivided or replatted, in the same manner as if such Lots were original platted Lots.

Section 25. Release of Violations. 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 shall 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 shall 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 actual water line, as it may exist from time-to-time. The lake Lots shall be maintained by their Owners in a neat, clean and orderly manner, and so as to prevent erosion of the embankment; and, the height, grade and contour of the embankment shall not be changed without prior written approval of the Developer, the ARB and/or 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 Association 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 Master Drainage/Surface and Stormwater Management System. The County and such Associations shall have perpetual easements across each 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 performing any obligation provided in this Declaration, on the Plats or by law.

Section 27. Lakes, Ponds and Lagoons.

(a) **General.** No individual or entity shall have the right to pump or otherwise remove any water from any lake, pond, or lagoon, situated in whole or in part upon the Property for the purpose of irrigation or other use unless expressly approved by the Master 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, animals, 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, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments unless and until same have been approved by Developer and ARB, which approval the Developer and/or ARB may withhold in its sole discretion.

(b) Recreational Use. Recreational use in or on the lakes, ponds, or 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 granted, access to the lakes, ponds, or lagoons may be gained only from public rights-of-way, and not through the Lots of Owners (the intent here being that no one can traverse private Property in order to gain entry to a waterway).

(c) Governmental 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 Declaration 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 MAINTENANCE ACTIVITIES IN THESE CONSERVATION AREAS ARE RESTRICTED IN ACCORDANCE WITH ST. JOHNS COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT GUIDELINES.

Section 29. Landscape Buffer. The Property designated as Tract B on the Plat of Turnberry at Saint Johns - Unit One (hereinafter referred to as "Tract B") shall serve as a perpetual landscape buffer and shall be owned by the Association. No vertical improvements such as buildings, fences or playground equipment may be 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 with respect to the portion of Tract B lying immediately south and east of Lot 1, (iii) the owner of Lot 2 with respect to the portion 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.

Section 30. Activities 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 conditions of the governing St. Johns River Water Management District permit must be complied with. Activities permitted by the St. Johns River Water Management District in upland buffer areas will be allowed.

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

Declaration. In all cases, all debris must be removed and the Lot restored to an orderly 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 approval 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 improvements. However, such trailer 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 afforded hereunder, the costs for the removal therefrom.

ARTICLE VIII

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. General. Developer reserves for itself and for the Association and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, 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 by either Developer or the Association. 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 maintain 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 easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

Section 3. Lakes. Developer hereby reserves for itself, the Association, St. Johns County, Saint Johns Northwest Master Association and the Saint Johns Northwest Residential Property Owners Association and the Owners a perpetual easement over and under all lakes within the Property for drainage of surface and storm water.

Section 4. 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 or operation of said utility. Such grants of easement shall not require the joinder or consent of any Lot owner or his mortgagee.

ARTICLE IX**ANNEXATION OF ADDITIONAL PROPERTY TO BE ENCUMBERED
BY THIS DECLARATION**

Section 1. Additional Property. Additional Property may become part of the Property and the Owners of Lots within the Additional Property may become Members of the Association, subject to this Declaration, and the Association Articles and Bylaws, as provided in this Article.

Section 2. Addition by Developer. The Developer may, without the consent of either the Association, 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 of the Additional Property may make the Additional 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 4. Manner of Adding Additional Property. Additional Property may be added to the Property and the Owners of Lots within the Additional Property made Members of the Association by the Developer (and other owner, if applicable) 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 Supplemental Declaration with respect to the Additional Property will extend the operation and effect of this Declaration to the Additional Property and will include the Owners of its Lots, if any, in membership in the Association. Provided, however, until such time as the Developer subjects the Additional Property to the Declaration as provided herein, 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 occupied free and clear of this Declaration.

Section 5. Content of the Supplemental Declaration. The Supplemental Declaration may contain such additions 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 the other Additional Property.

ARTICLE X**GENERAL PROVISIONS**

Section 1. Condemnation 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, windstorm or other casualty, 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 behalf of the Association with respect to the negotiation and

litigation of the taking or condemnation or with respect to casualty loss and negotiation and litigation with insurance carriers affecting such Property.

Section 2. Notice. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage 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. Construction. The provisions 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 include the plural, whenever the context so requires.

Section 5. Amendment.

(a) Subject to the provisions of Article II Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent of joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Association, Federal National Mortgage Association or any other generally recognized institution involved 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 consistent 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 until the termination of Class B membership so long as (i) the voting power of existing Members is not 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 Developer and the Owners of two-thirds (2/3) of the Lots other than Developer, which amendment shall be effective upon the recordation in the public 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 approval of the St. Johns River Water Management District.

Section 6. Transfer of Developer's Rights. 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 select, any or all rights, powers, privileges, given to 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 time hereafter there shall be no person or entity entitled to exercise

said rights, the same shall be vested in and exercised by a committee elected by a majority of the Owners.

Section 7. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall 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. Johns 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 released 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 of 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 all administrative or agency proceedings.

(b) In addition to all remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an 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")

at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (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 Rules of Enforcement Committee shall be submitted 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 Enforcement 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 imposition or assessment thereof.

(vi) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(vii) All monies received from fines shall be allocated as directed by the Board of Directors.

(viii) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(ix) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 9. Severability. If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication 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.

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

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

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

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

SIGNATURE BLOCK ON OTHER PAGE

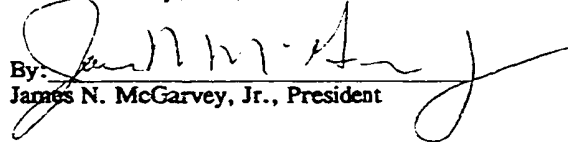
IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby made this Declaration of Covenants and Restrictions for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:


Dinah K. Herring

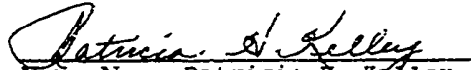

Patricia H. Kelley

Turnberry Developers, Ltd.
JNM Turnberry, Inc., Gen. Partner

By: 
James N. McGarvey, Jr., President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of Nov, 1997, by
James N. McGarvey, Jr. He is personally known to me.


Notary Name: Patricia H. Kelley
Notary Public, State of Florida
Commission No: 00375258
My commission expires: 5/21/98
(Notary Seal)



PATRICIA H. KELLEY
MY COMMISSION # 00375258 EXPIRES
May 21, 1998
BONDED THRU TROY FARM INSURANCE, INC.

csbdocuments.net

EXHIBIT A**LEGAL DESCRIPTION (CAPTION) OF: PROPOSED TURNBERRY AT SAINT JOHNS - UNIT ONE**

A portion of the Antonio Huertas Grant, Section 38 and Zephaniah Kingsley Grant, Section 44, Township 6 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows:

Commence at the corner common to said Sections 38 and 44, and also being the Northwest corner of those lands described and recorded in Official Records Book 818, page 802 of the Public Records of said St. Johns County, Florida, and run South $14^{\circ}55'52''$ West, along the Northwest line of aforesaid lands described and recorded in said Official Records Book 818, page 802 of said public records, a distance of 902.65 feet; thence run South $75^{\circ}04'08''$ East, a distance of 221.46 feet; thence run South $30^{\circ}41'11''$ East, a distance of 53.06 feet; thence run South $23^{\circ}52'07''$ East, a distance of 36.22 feet; thence run South $34^{\circ}19'22''$ East, a distance of 55.26 feet; thence run South $41^{\circ}46'52''$ East, a distance of 54.55 feet; thence run South $52^{\circ}21'48''$ East, a distance of 44.01 feet; thence run South $41^{\circ}22'01''$ East, a distance of 35.85 feet; thence run North $89^{\circ}16'10''$ East, a distance of 220.65 feet; thence run North $02^{\circ}36'15''$ East, a distance of 25.00 feet; thence run South $87^{\circ}23'45''$ East, a distance of 22.64 feet; thence run South $87^{\circ}16'07''$ East, a distance of 20.48 feet; thence run North $84^{\circ}07'31''$ East, a distance of 40.49 feet; thence run South $87^{\circ}01'47''$ East, a distance of 35.77 feet; thence run South $03^{\circ}10'51''$ West, a distance of 25.00 feet; thence run North $88^{\circ}36'10''$ East, a distance of 141.44 feet; thence run North $18^{\circ}25'38''$ East, a distance of 48.32 feet; thence run North $10^{\circ}26'16''$ West, a distance of 79.65 feet to a point on a curve, concave Northerly, thence Easterly, along the arc of said curve to the left, having a radius of 200.00 feet, through a central angle of $23^{\circ}07'46''$, for an arc distance of 80.74 feet, said arc being subtended by a chord bearing and distance of North $67^{\circ}59'51''$ East, 80.19 feet to the end of said curve; thence run South $37^{\circ}36'59''$ East, a distance of 145.14 feet; thence run North $29^{\circ}04'10''$ East, a distance of 60.80 feet to the point of curvature of a curve, concave Southeastly; thence Northeastly, along the arc of said curve to the right, having a radius of 85.00 feet, through a central angle of $32^{\circ}26'16''$, for an arc distance of 48.12 feet, said arc being subtended by a chord bearing and distance of North $45^{\circ}17'18''$ East, 47.48 feet to the point of tangency of said curve; thence run North $51^{\circ}30'26''$ East, a distance of 58.53 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 60.00 feet, through a central angle of $72^{\circ}00'00''$, for an arc distance of 75.40 feet, said arc being subtended by a chord bearing and distance of South $82^{\circ}23'34''$ East, 70.53 feet to the point of tangency of said curve; thence run South $46^{\circ}29'34''$ East, a distance of 263.48 feet, to the POINT OF BEGINNING of the parcel of land herein described:

From the POINT OF BEGINNING thus described thence run South $46^{\circ}29'34''$ East, a distance of 61.96 feet; thence run North $54^{\circ}30'32''$ East, a distance of 200.18 feet; thence run North $47^{\circ}54'13''$ East, a distance of 60.40 feet; thence run North $73^{\circ}19'28''$ East, a distance of 63.39 feet; thence run North $42^{\circ}02'13''$ East, a distance of 61.45 feet; thence run North $87^{\circ}34'15''$ East, a distance of 46.69 feet; thence run North $29^{\circ}40'14''$ East, a distance of 81.67 feet; thence run North $16^{\circ}17'37''$ West, a distance of 116.08 feet; thence run North $67^{\circ}13'55''$ East, a distance of 57.46 feet; thence run South $30^{\circ}01'37''$ East, a distance of 121.34 feet; thence run South $30^{\circ}20'03''$ West, a distance of 26.08 feet; thence run South $45^{\circ}01'10''$ East, a distance of 55.38 feet; thence run South $86^{\circ}02'34''$ East, a distance of 200.55 feet; thence run North $72^{\circ}39'18''$ East, a distance of 151.48 feet; thence run North $76^{\circ}54'40''$ East, a distance of 185.22 feet; thence run North $62^{\circ}07'49''$ East, a distance of 54.85 feet; thence run South $86^{\circ}06'33''$ East, a distance of 84.96 feet; thence run South $76^{\circ}23'45''$ East, a distance of 149.59 feet; thence run North $89^{\circ}31'08''$ East, a distance of 92.16 feet; thence run South $73^{\circ}18'25''$ East, a distance of 121.12 feet; thence run North $87^{\circ}26'22''$ East, a distance of 68.77 feet; thence run South $68^{\circ}49'59''$ East, a distance of 62.36 feet; thence run North $60^{\circ}26'17''$ East, a distance of 106.07 feet; thence run North $70^{\circ}25'19''$ East, a distance of 86.15 feet; thence run North $69^{\circ}18'45''$ East, a distance of 37.61 feet; thence run North $56^{\circ}29'35''$ East, a distance of 20.97 feet; thence run North $59^{\circ}06'34''$ East, a distance of 12.49 feet; thence run North $56^{\circ}00'18''$ East, a distance of 33.00 feet; thence run North $49^{\circ}10'59''$ East, a distance of 38.17 feet; thence run North $46^{\circ}20'08''$ East, a distance of 30.67 feet; thence run North $53^{\circ}21'03''$ East, a distance of 33.11 feet; thence run North $54^{\circ}14'19''$ East, a distance of 60.29 feet; thence run North $49^{\circ}36'31''$ East, a distance of 28.12 feet; thence run North $41^{\circ}51'18''$ East, a distance of 32.11 feet; thence run North $43^{\circ}11'39''$ East, a distance of 32.28 feet; thence run North $56^{\circ}27'52''$ East, a distance of 28.12 feet; thence run North $55^{\circ}14'46''$ East, a distance of 32.66 feet; thence run North $46^{\circ}12'39''$ East, a distance of 27.58 feet; thence run North $38^{\circ}03'10''$ East, a distance of 33.12 feet; thence run North $37^{\circ}55'19''$ East, a distance of 27.93 feet; thence run North $47^{\circ}23'31''$ East, a distance of 31.13 feet; thence run North $39^{\circ}40'29''$ East, a distance of 29.25 feet; thence run North $36^{\circ}52'57''$ East, a distance of 38.43 feet; thence run North $28^{\circ}31'33''$ East, a distance of 23.88 feet; thence run North $28^{\circ}16'53''$ East, a distance of 32.94 feet; thence run North $42^{\circ}57'16''$ East, a distance of 29.27 feet; thence run North $56^{\circ}22'24''$ East, a distance of 60.55 feet; thence run North $31^{\circ}48'49''$ East, a distance of 22.02 feet; thence run North $28^{\circ}48'51''$ East, a distance of 41.39 feet; thence run North $29^{\circ}00'47''$ East, a distance of 18.90 feet; thence run North $03^{\circ}22'14''$ West, a distance of 33.14 feet; thence run North $21^{\circ}27'15''$ East, a distance of 25.56 feet; thence run North $37^{\circ}23'31''$ East, a distance of 33.00 feet; thence run North $22^{\circ}38'15''$ East, a distance of

41.94 feet; thence run North $5^{\circ}41'03''$ East, a distance of 40.58 feet; thence run North $3^{\circ}58'06''$ East, a distance of 36.33 feet; thence run North $53^{\circ}37'04''$ East, a distance of 25.91 feet; thence run North $29^{\circ}25'28''$ East, a distance of 22.68 feet; thence run North $57^{\circ}37'19''$ East, a distance of 13.32 feet to the point of curvature of a curve, concave Westarily; thence Northerly, along the arc of said curve to the left, having a radius of 75.00 feet, through a central angle of $92^{\circ}41'17''$, for an arc distance of 128.53 feet, said arc being subtended by a chord bearing and distance of North $08^{\circ}31'41''$ East, 113.37 feet to a point of reverse curvature, concave Easterly; thence Northerly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of $35^{\circ}36'02''$, for an arc distance of 60.53 feet, said arc being subtended by a chord bearing and distance of North $17^{\circ}14'03''$ East, 50.77 feet to the end of said curve; thence run North $75^{\circ}02'04''$ East, a distance of 31.83 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of $71^{\circ}16'26''$, for an arc distance of 62.20 feet, said arc being subtended by a chord bearing and distance of South $69^{\circ}19'43''$ East, 58.26 feet to a point of cusp with a curve, concave Northeasterly; thence Northwesterly, along the arc of said curve to the right, having a radius of 550.00 feet, through a central angle of $15^{\circ}24'02''$, for an arc distance of 147.83 feet, said arc being subtended by a chord bearing and distance of North $25^{\circ}59'29''$ West, 147.39 feet to the end of said curve; thence run North $18^{\circ}17'27''$ West, a distance of 13.92 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of $75^{\circ}53'47''$, for an arc distance of 33.12 feet, said arc being subtended by a chord bearing and distance of South $28^{\circ}03'41''$ West, 30.75 feet to the point of tangency of said curve; thence run South $66^{\circ}00'34''$ West, a distance of 51.48 feet to a point on a curve, concave Southwesterly; thence Southwesterly, along the arc of said curve to the left, having a radius of 500.00 feet, through a central angle of $10^{\circ}38'41''$, for an arc distance of 92.89 feet, said arc being subtended by a chord bearing and distance of South $60^{\circ}41'15''$ West, 92.76 feet to a point of reverse curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'56''$, for an arc distance of 15.71 feet, said arc being subtended by a chord bearing and distance of North $79^{\circ}37'38''$ West, 14.14 feet to the point of tangency of said curve; thence run North $34^{\circ}37'10''$ West, a distance of 22.63 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 125.00 feet, through a central angle of $15^{\circ}17'46''$, for an arc distance of 33.37 feet, said arc being subtended by a chord bearing and distance of South $35^{\circ}52'20''$ West, 33.27 feet to the point of tangency of said curve; thence run South $43^{\circ}31'13''$ West, a distance of 194.65 feet to the point of curvature of a curve, concave Easterly; thence Southerly, along the arc of said curve to the left, having a radius of 85.00 feet, through a central angle of $53^{\circ}35'58''$, for an arc distance of 79.52 feet, said arc being subtended by a chord bearing and distance of South $16^{\circ}43'14''$ West, 76.65 feet to the end of said curve; thence run South $63^{\circ}23'53''$ West, a distance of 8.08 feet; thence run North $3^{\circ}12'02''$ West, a distance of 62.97 feet; thence run North $88^{\circ}26'55''$ West, a distance of 385.91 feet; thence run South $86^{\circ}07'17''$ West, a distance of 207.34 feet; thence run South $78^{\circ}20'27''$ West, a distance of 225.54 feet; thence run South $63^{\circ}26'06''$ West, a distance of 282.24 feet; thence run South $46^{\circ}16'39''$ West, a distance of 241.42 feet; thence run South $21^{\circ}43'19''$ West, a distance of 298.81 feet; thence run South $28^{\circ}55'04''$ East, a distance of 156.28 feet; thence run South $72^{\circ}31'21''$ West, a distance of 106.18 feet to the point of curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 1050.00 feet, through a central angle of $15^{\circ}11'12''$, for an arc distance of 278.31 feet, said arc being subtended by a chord bearing and distance of South $80^{\circ}06'56''$ West, 277.49 feet to the end of said curve; thence run North $23^{\circ}03'04''$ East, a distance of 99.06 feet; thence run North $32^{\circ}28'46''$ West, a distance of 6.71 feet; thence run North $13^{\circ}46'07''$ West, a distance of 33.57 feet; thence run North $31^{\circ}55'36''$ West, a distance of 25.17 feet; thence run North $03^{\circ}14'24''$ West, a distance of 28.41 feet; thence run North $02^{\circ}52'40''$ West, a distance of 28.13 feet; thence run North $80^{\circ}19'08''$ West, a distance of 181.86 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 347.50 feet, through a central angle of $21^{\circ}54'12''$, for an arc distance of 132.84 feet, said arc being subtended by a chord bearing and distance of South $42^{\circ}02'23''$ West, 132.04 feet to the end of said curve; thence run North $21^{\circ}01'33''$ West, a distance of 62.96 feet; thence run North $24^{\circ}49'56''$ West, a distance of 13.62 feet; thence run North $46^{\circ}05'11''$ West, a distance of 35.14 feet; thence run North $52^{\circ}22'55''$ West, a distance of 25.76 feet; thence run South $42^{\circ}03'11''$ West, a distance of 47.09 feet; thence run South $58^{\circ}00'23''$ West, a distance of 145.85 feet; thence run South $53^{\circ}18'28''$ West, a distance of 273.40 feet; thence run South $47^{\circ}36'59''$ East, a distance of 84.79 feet to a point on a curve, concave Northeasterly; thence Southeasterly, along the arc of said curve to the left, having a radius of 45.00 feet, through a central angle of $32^{\circ}07'37''$, for an arc distance of 25.23 feet, said arc being subtended by a chord bearing and distance of South $63^{\circ}41'04''$ East, 24.90 feet to the end of said curve; thence run South $09^{\circ}36'55''$ West, a distance of 21.53 feet, to the POINT OF BEGINNING.

Containing 134,800 square feet or 30.15 acres, more or less.

EXHIBIT B

O.R. 1277 PG 0635

PARCEL 17

PART OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID 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°55'52" WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 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°42'37" WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57°29'02" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 12°56'14" WEST, A DISTANCE OF 54.95 FEET; THENCE NORTH 30°42'22" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 35°33'19" EAST, A DISTANCE OF 116.78 FEET; THENCE NORTH 28°40'30" EAST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29°38'37" EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH 46°54'21" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 65°42'39" EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 87°11'45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42°36'16" EAST, A DISTANCE OF 134.06 FEET; THENCE NORTH 82°13'04" EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34°01'44" EAST, A DISTANCE OF 54.10 FEET; THENCE NORTH 20°27'12" EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22°59'20" WEST, A DISTANCE OF 94.68 FEET; THENCE NORTH 10°55'13" WEST, A DISTANCE OF 149.84 FEET; THENCE NORTH 77°00'58" 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°23'04" EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53°59'50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 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 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°24'23" WEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH 82°33'50" WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH 30°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°40'55" WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02°52'40" EAST, A DISTANCE OF 28.13 FEET; THENCE SOUTH 03°14'24" EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH 31°55'36" EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13°46'07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 6.71 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°06'56" EAST AND A CHORD DISTANCE OF 277.49 FEET TO THE POINT OF

SRL01.073/93448.02

4/20/97

TANGENCY OF SAID CURVE; THENCE NORTH 72°31'21" EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH 28°55'04" WEST, A DISTANCE OF 156.28 FEET; THENCE NORTH 21°43'19" EAST, A DISTANCE OF 298.81 FEET; THENCE NORTH 46°16'39" 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 OF 225.54 FEET; THENCE NORTH 86°07'17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88°26'55" EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31°12'02" EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH 63°23'53" EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°43'14" EAST AND A CHORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°31'13" EAST, A DISTANCE OF 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 BY A CHORD BEARING OF NORTH 35°52'20" EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34°37'10" EAST, A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°37'38" 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; THENCE NORTHEASTERLY ALONG THE 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 AND A CHORD DISTANCE OF 92.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°00'34" EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°03'41" EAST AND A CHORD DISTANCE OF 30.75 FEET TO THE POINT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 18°17'27" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.92 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°59'29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.20 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 OF 51.89 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE

SPL01.073/93448.02

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 OF 128.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°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 FEET; THENCE SOUTH 29°25'28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53°37'04" WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 31°58'08" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 51°41'03" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 22°38'15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 37°23'31" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 21°27'15" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 05°22'14" EAST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 29°00'47" WEST, A DISTANCE OF 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 FEET; 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 FEET; THENCE SOUTH 28°31'33" WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH 36°32'57" WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 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 DISTANCE OF 33.12 FEET; THENCE SOUTH 46°12'39" WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH 55°14'46" WEST, A DISTANCE 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 FEET; THENCE SOUTH 49°36'31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54°14'19" WEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53°21'03" WEST, 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 SOUTH 56°00'18" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59°06'34" WEST, A DISTANCE OF 18.49 FEET; THENCE SOUTH 66°29'35" WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69°18'45" WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH 70°25'19" WEST, A DISTANCE OF 138.11 FEET; THENCE NORTH 81°05'20" WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; 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°41'58" 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 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 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 TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET, SAID ARC BEING

SRL01.973/93448.02

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 NORTHWESTERLY HAVING A RADIUS OF 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" 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; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°29'34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°30'26" 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 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°17'18" WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID 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 NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY 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 POINT ON SAID CURVE; THENCE SOUTH 10°26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18°25'38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03°10'51" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°01'47" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 84°07'31" WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 87°16'07" WEST, A DISTANCE OF 20.48 FEET; THENCE NORTH 87°23'45" WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02°36'15" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°16'10" WEST, A DISTANCE OF 220.65 FEET; THENCE NORTH 41°22'01" WEST, A DISTANCE OF 35.85 FEET; THENCE NORTH 52°21'48" WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41°46'52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH 34°19'22" WEST, A DISTANCE OF 55.25 FEET; THENCE NORTH 23°52'07" WEST, A DISTANCE OF 36.22 FEET; THENCE NORTH 30°11'11" WEST, A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

Less and except the property described in Exhibit A.

SRL01.073/93448.02

THIS DOCUMENT PREPARED
BY AND RETURN TO:

M. LYNN PAPPAS, ESQ.
PAPPAS METCALF & JENKS, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32102-4327

**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 as of the 14 day of November, 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 Saint Johns - Northwest Residential which is recorded in Official Records Book 1185, at page 740, which was amended by First Amendment to Declaration of Covenants and Restrictions for Saint Johns - Northwest Residential which is recorded in Official Records Book 1198, page 872, both of the public records of St. Johns County, 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, conditions and provisions contained in the Declaration, as provided and permitted by Section 3.2 of the Declaration.

NOW THEREFORE, the Developer hereby declares as follows:

1. Submission of the Property to Declaration. All of the Property 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.

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

13824.4
11/12/97
Page 12

Recorded in Public Records St. Johns County, FL
Clerk# 97043139 O.R. 1279 PG 286
Recording \$25.00 Surcharge \$3.50
10:25AM 11/25/1997

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

M. Lynn Pappas
(Name M. LYNN PAPPAS)

Suzanne M. Barchi
(Name SUZANNE M. BARCHI)

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

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

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

By: LOUIS BAIONI
President

3370-1 International Golf Parkway
St. Augustine, FL 32092

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF St. Johns) SS

The foregoing instrument was acknowledged before me this 14 day of November, 1997, by LOUIS BAIONI President of ST. JOHNS HARBOUR, INC., a Florida corporation, the general partner of SJ MEMPHIS, LTD., a Florida limited partnership, the general partner of SJH PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the partnership.

M. Lynn Pappas
(Print Name M. LYNN PAPPAS)
NOTARY PUBLIC, State of
Florida at Large
Commission #
My Commission Expires:

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

Type of Identification Produced _____

13824.4
11/12/97
Parcel 12

2



M. Lynn Pappas
MY COMMISSION # 00382798 EXPIRES
October 13, 2000
BONDED THROUGH TROY RICH INSURANCE, INC.

O.R. 1279 PG 0288

EXHIBIT A

[Property]

NW Parcel 12

13824.6
11/12/97
Parcel 12

NORTHWEST PARCEL 12

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 WESTERLY LINE OF SAID SECTION, A DISTANCE OF 794.29 FEET; THENCE SOUTH 75°04'08" EAST LEAVING SAID SECTION LINE, A DISTANCE OF 1005.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°18'44" EAST, A DISTANCE OF 83.75 FEET; THENCE SOUTH 48°28'02" EAST, A DISTANCE OF 49.55 FEET; THENCE SOUTH 47°07'46" EAST, A DISTANCE OF 67.82 FEET; THENCE SOUTH 86°31'04" EAST, A DISTANCE OF 387.34 FEET; THENCE SOUTH 03°28'56" WEST, A DISTANCE OF 315.67 FEET; THENCE SOUTH 32°40'18" EAST, A DISTANCE OF 522.80 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 170.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°47'21" WEST AND A CHORD DISTANCE OF 150.53 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 248.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°26'43" WEST AND A CHORD DISTANCE OF 221.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°55'11" WEST, A DISTANCE OF 122.79 FEET TO THE POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°13'39" WEST AND A CHORD DISTANCE OF 303.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°32'07" WEST, A DISTANCE OF 262.67 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 293.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 288.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°39'02" WEST AND A CHORD DISTANCE OF 276.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°45'56" WEST, A DISTANCE OF 125.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°21'17" WEST 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 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 91.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°57'52" WEST AND A CHORD DISTANCE OF 88.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°59'05" WEST, A DISTANCE OF 235.50 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 181.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°25'52" WEST AND A CHORD DISTANCE OF 165.83 FEET TO THE POINT OF 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 ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°55'44" WEST AND A CHORD DISTANCE OF 117.37 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 359.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°56'27" WEST AND A CHORD DISTANCE OF 112.72 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°49'24" WEST AND A CHORD DISTANCE OF 76.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 04°51'23" EAST, A DISTANCE OF 180.93 FEET; THENCE NORTH 09°28'47" WEST, A DISTANCE OF 65.62 FEET; THENCE NORTH 00°56'26" EAST, A DISTANCE OF 70.94 FEET; THENCE NORTH 02°39'11" WEST, A DISTANCE OF 63.96 FEET; THENCE NORTH 05°27'34" WEST, A DISTANCE OF 59.07 FEET; THENCE NORTH 04°53'23" WEST, A DISTANCE OF 34.17 FEET; THENCE NORTH 43°54'07" EAST, A DISTANCE OF 35.85 FEET; THENCE NORTH 30°31'06" EAST, A DISTANCE OF 52.71 FEET; THENCE NORTH 08°26'37" EAST, A DISTANCE OF 37.22 FEET; THENCE NORTH 28°29'33" WEST, A DISTANCE OF 68.00 FEET; THENCE NORTH 34°56'05" EAST, A DISTANCE OF 39.87 FEET; THENCE NORTH 03°28'40" EAST, A DISTANCE OF 42.85 FEET; THENCE NORTH 26°11'28" WEST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 78°18'46" WEST, A DISTANCE OF 69.88 FEET; THENCE NORTH 17°50'44" EAST, A DISTANCE OF 82.04 FEET; THENCE NORTH 01°04'08" WEST, A DISTANCE OF 52.02 FEET; THENCE NORTH 26°45'44" WEST, A DISTANCE OF 52.72 FEET; THENCE NORTH 08°37'23" WEST, A DISTANCE OF 71.27 FEET; THENCE NORTH 49°58'30" EAST, A DISTANCE OF 51.20 FEET; THENCE NORTH 37°03'10" EAST, A DISTANCE OF 42.51 FEET; THENCE NORTH 23°05'00" EAST, A DISTANCE OF 29.24 FEET; THENCE NORTH 52°42'33" EAST, A DISTANCE OF 89.81 FEET; THENCE NORTH 39°49'53" EAST, A DISTANCE OF 37.88 FEET; THENCE NORTH 40°59'30" EAST, A DISTANCE OF 54.14 FEET; THENCE NORTH 25°43'49" 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°15'21" WEST, A DISTANCE OF 58.49 FEET; THENCE NORTH 49°35'49" EAST, A DISTANCE OF 73.15 FEET; THENCE NORTH 00°49'54" WEST, A DISTANCE OF 61.21 FEET; THENCE NORTH 33°54'26" EAST, A DISTANCE OF 51.85 FEET; THENCE NORTH 08°05'20" EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 16°05'44" EAST, A DISTANCE OF 17.23 FEET; THENCE NORTH 18°30'02" EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 50°36'17" EAST, A DISTANCE OF 42.65 FEET; THENCE NORTH 20°28'46" EAST, A DISTANCE OF 50.48 FEET; THENCE NORTH 31°40'46" EAST, A DISTANCE OF 50.71 FEET; THENCE NORTH 23°20'10" EAST, A DISTANCE OF 108.38 FEET; THENCE NORTH 00°17'13" EAST, A DISTANCE OF 42.81 FEET; THENCE NORTH 41°10'10" WEST, A DISTANCE OF 48.28 FEET; THENCE NORTH 49°27'01" WEST, A DISTANCE OF 56.19 FEET; THENCE NORTH 27°08'28" EAST, A DISTANCE OF 33.22 FEET; THENCE NORTH 75°55'47" EAST, A DISTANCE OF 55.30 FEET; THENCE NORTH 22°52'19" EAST, A DISTANCE OF 44.70 FEET; THENCE NORTH 71°25'48" WEST, A DISTANCE OF 46.22 FEET; THENCE NORTH 12°53'54" WEST, A DISTANCE OF 67.27 FEET; THENCE SOUTH 62°30'14" EAST, A DISTANCE OF 50.17 FEET; THENCE NORTH 23°43'48" EAST, A DISTANCE OF 54.28 FEET; THENCE NORTH 48°32'34" WEST, A DISTANCE OF 51.43 FEET; THENCE SOUTH

81°10'17" EAST, A DISTANCE OF 32.67 FEET; THENCE NORTH 00°07'47" EAST, A DISTANCE OF 53.89 FEET; THENCE NORTH 83°08'49" EAST, A DISTANCE OF 58.62 FEET; THENCE SOUTH 78°51'35" EAST, A DISTANCE OF 51.51 FEET; THENCE NORTH 50°41'43" EAST, A DISTANCE OF 46.88 FEET; THENCE NORTH 67°29'11" EAST, A DISTANCE OF 49.38 FEET; THENCE NORTH 15°16'53" WEST, A DISTANCE OF 66.99 FEET; THENCE NORTH 26°11'10" WEST, A DISTANCE OF 33.82 FEET; THENCE NORTH 06°38'03" WEST, A DISTANCE OF 56.00 FEET; THENCE NORTH 03°21'28" EAST, A DISTANCE OF 63.24 FEET; THENCE NORTH 41°14'49" WEST, A DISTANCE OF 62.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.53 ACRES MORE OR LESS (1,765,684 SQUARE FEET).

S:\SHARON\LEGAL\SCN\NWPAR12.WPD

8199
③
Public Records of
St. Johns County, FL
Clerk# 98057826
O.R. 1373 PG 627
02:40PM 12/23/1998
REC \$13.00 SUR \$2.00

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

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

This Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Master is made as of the 21st 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.

RECITALS:

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. Johns County, Florida (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").

C. Pursuant to Section 4.3 of the Declaration, the Developer intends to hereby designate the Property as Common Area.

NOW THEREFORE, the Developer hereby declares as follows:

1. Defined Terms. All defined or capitalized terms set forth in this Supplementary 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 public records of St. Johns County, Florida.

22869.1
167.96227
12-17-98

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions for Saint Johns - Northwest Master 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, LTD.,** a Florida
limited partnership, its
general partner

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

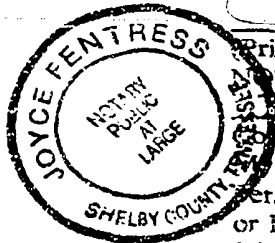
W. Stumpe
(Print Name W.H. STUMBLEFIELD)
Carolyn Carr
(Print Name Carolyn Carr)

By: Louis Baioni
Its President
3797 New Getwell Road
Memphis, Tennessee 38118

[CORPORATE SEAL]

STATE OF Tennessee
COUNTY OF Shelby)SS

The foregoing instrument was acknowledged before me this 21st day of December, 1998, 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 **SJH PARTNERSHIP, LTD.,** a Florida limited partnership, on behalf of the partnership.



Joyce Fentress
Print Name Joyce Fentress
NOTARY PUBLIC, State of Tennessee at Large
Commission # N/A
Commission Expires: Feb. 13, 2001
Personally Known ✓
or Produced I.D. ✓
[check one of the above]
Type of Identification Produced _____

27849.1
167.96227
12-17-98

EXHIBIT A TO SUPPLEMENTARY DECLARATION

LEGAL DESCRIPTION

The lands more particularly described on Exhibit A 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 lands more particularly described on Exhibit A attached to that certain 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 particularly 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 Easement recorded in Official Records Book 1217, at page 430 of the current public records of St. Johns County, Florida (No. 23).

22869.1
167.96227
12-17-98

5618
Prepared by and Returned to:
Richard G. Hathaway, P.A.
Building 100, Suite 250
10151 Deerwood Park Boulevard
Jacksonville, Florida 32256

Public Records of
St. Johns County, FL
Clerk# 00-022397
O.R. 1498 PG 1913
01:44PM 05/25/2000
REC \$33.00 SUR \$4.50

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURNBERRY AT SAINT JOHNS

This **Supplementary Declaration of Covenants and Restrictions for Turnberry at Saint Johns** (the "Supplementary Declaration") is made this 21 day of April, 2000, by **Turnberry Developers, Ltd.**, a Florida limited partnership, whose address is 2453 South 3rd Street, Jacksonville Beach, Florida 32250.

RECITALS:

A. Turnberry Developers, Ltd. (the "Developer") is the Developer of certain real property located in St. Johns County, Florida, known as Turnberry at Saint Johns;

B. By Declaration of Covenants and Restrictions for Turnberry at Saint Johns, dated November 14, 1997 and recorded 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 terms of Article IX of the Declaration, the Developer reserved the right to 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 Declaration.

F. Those persons listed on the Consents and Joinders attached hereto either own Lots or hold mortgages 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.

C:\MY DOCUMENTS\TRDECLXEN.DOC

1

NOW, THEREFORE, the Developer hereby declares as follows:

**ARTICLE I
EXTENSION AND INCORPORATION OF THE DECLARATION**

The Developer hereby extends the lien, operation and effect of Declaration to Unit Two with the effect that hereafter Unit Two shall be held, transferred, sold, conveyed, mortgaged 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 shall control and supersede. Reference shall be made to the terms and provisions of the Declaration where necessary 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 Supplementary Declaration.

**ARTICLE III
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
MISCELLANEOUS PROVISIONS**

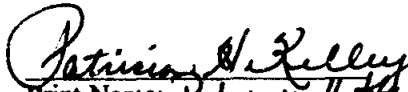
4.1 Effect. The terms, provision and conditions of the Declaration are incorporated by reference herein and made applicable to all Owners within Unit Two. The provisions of the Declaration, as hereby supplemented, shall run with title to Unit Two, and shall be binding upon all parties having any right, 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 elsewhere, shall refer to the Declaration including this Supplementary Declaration unless expressly provided otherwise.

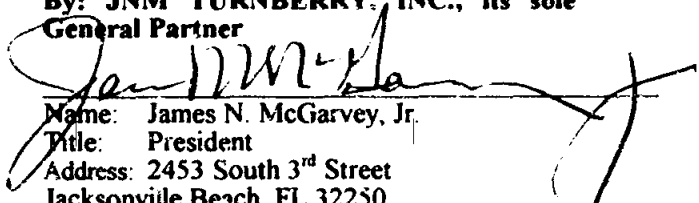
4.3 Limitation. Except as supplemented hereby, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of Covenants and Restrictions for Turnberry 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.

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

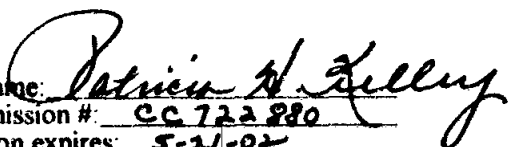

Print Name: Patricia H. Kelly


Print Name: Jeanette Luther


Name: James N. McGarvey, Jr.
Title: President
Address: 2453 South 3rd Street
Jacksonville Beach, FL 32250

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 28th day of April, 2000 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/she is personally known to me ☒ or has produced _____ as identification.

Notary Name: 
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelly
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

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 Turnberry at Saint Johns.

Scott E Gladysz
Print Name: _____

Scott E Gladysz
Scott E Gladysz

Paula R. Sterling-Gladysz
Print Name: _____

Paula R. Sterling-Gladysz
Paula R. Sterling Gladysz

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 22nd day of May, 2000, by Scott E. Gladysz and Paula R. Sterling Gladysz. They are personally known to me _____ or have produced _____ as identification.

Notary Name: Patricia H. KelleyMy Commission #: CC722880Commission expires: 5-21-02

(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
MAY 21, 2002
BONDED THRU TROY FARM INSURANCE, INC.

C:\MY DOCUMENTS\13DEC\EXTEN.DOC

0R1498P61917

JOINDER AND CONSENT

LOT 176

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 Turnberry at Saint Johns

E. SCOTT SHELTON
Print Name: _____

R. Scott Sheldon
R. Scott Sheldon

JUDITH H. SHELTON
Print Name: _____

Judith H. Sheldon
Judith H. Sheldon

New Jersey
STATE OF ~~FLORIDA~~
COUNTY OF ~~DUVAL~~ *Mercer*

The foregoing instrument was acknowledged before me this 1 day of April, 2000, by R. Scott Sheldon and Judith H. Sheldon. They are personally known to me ✓ or have produced _____ as identification.

Notary Name: Michael Gosselin
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)

MICHAEL GOSSELIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 16, 2004

0R1498PG1918

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 Turnberry at Saint Johns.

THOMAS J. SERBIN
Print Name: _____

Thomas J. Serbin
Thomas J. Serbin

Cheri A. Serbin
Print Name: _____

Cheri A. Serbin
Cheri A. Serbin

STATE OF FLORIDA



COUNTY OF _____

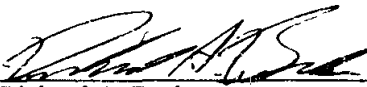
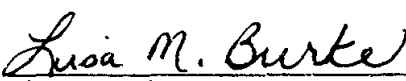
The foregoing instrument was acknowledged before me this 15th day of ^{MAY} ~~April~~, 2000, by Thomas J. Serbin and Cheri A. Serbin. They are personally known to me _____ or have produced VALID GA DL as identification.

[Signature]
Notary Name: LAWRENCE J. [illegible]
My Commission # [illegible]
Commission expires [illegible]
(NOTARY PUBLIC, PAULDING COUNTY, GEORGIA)
My Commission Expires December 18, 2000.

JOINDER AND CONSENT

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



 Print Name: John C. Whitman

 Print Name: MARY LYNNE DUPONT


 Richard A. Burke

 Lisa M. Burke

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 19th day of April, 2000, by Richard A. Burke and Lisa M. Burke. They are personally known to me _____ or have produced Dr. L. L. L. as identification.


 Notary Name: _____
 My Commission#: _____
 Commission expires: _____
 (NOTARY SEAL)



MARY LYNNE DUPONT
 Commission No. CC558417
 Expiration Date: 6/2/2000

BR1498PG1920

JOINDER AND CONSENT

The undersigned, the holder 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 Turnberry at Saint Johns.

FIRST SOUTH BANK OF
JACKSONVILLE, N.A.

Kelly Morris
Print Name: Kelly Morris

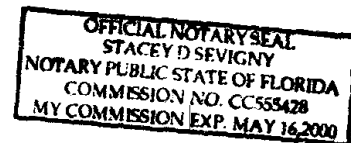
Diane H. Wagner
Name: DIANE H. WAGNER
Title: SENIOR VICE-PRESIDENT
Dated: April 19, 2000

Brenda L. Dennison
Print Name: Brenda L. Dennison

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 19 day of April, 2000, by DIANE H. WAGNER of First South Bank of Jacksonville, N.A., a national banking association of behalf of the corporation. They are personally known to me ✓ or have produced _____

Stacey D. Seigny
Notary Name: _____
My Commission#: _____
Commission expires: _____
(NOTARY SEAL)



7898

①

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

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

**First Amendment to
Declaration of Covenants and Restrictions at Turnberry at St. Johns**

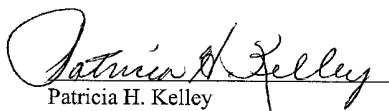
This First Amendment, dated effective December 30, 2002, is from Turnberry Developers, Ltd. ("Developer"). There is presently existing that certain Declaration of Covenants and Restrictions at Turnberry at St. Johns (the "Declaration") recorded in O.R. Book 1277, page 607 of the records of St. Johns 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:

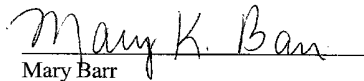
No garage shall be permanently enclosed or converted to another use without the written approval of the ARB. No carports shall be permitted. All houses must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of 400 square feet of usable space 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
General Partner

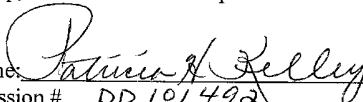

Patricia H. Kelley

Name: James N. McGarvey, Jr.
Title: President
Address: 432 Osceola Avenue
Jacksonville Beach, FL 32250


Mary Barr

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th 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 # DD 101492
Commission expires: 5-21-06
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # DD101492 EXPIRES
May 21, 2006
BONDED THRU TROY FARM INSURANCE, INC.