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ORDINANCE NUMBER: 2006- 101

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA APPROVING A MAJOR MODIFICATION TO THE SIX MILE CREEK PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE NUMBER 91-37, AS AMENDED, MAKING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

WHEREAS Pappas Metcalf on behalf of Six Mile Creek Ventures, LLC, the owners of lands described herein, and incorporated by reference as Exhibit "A" (legal description), filed an application, incorporated by reference as File Number MAJMOD 2006-05 for a Major Modification to the Six Mile Creek PUD Ordinance 91-37, as amended, dated March 9, 2006, as described hereinafter, and after required notice was published, a public hearing was held on the 22 day of August, at 9:00AM on said application.

SECTION 1. That development of lands within the Six Mile Creek PUD shall proceed in accordance with Ordinance 91-37, as amended, including the Application for Major Modification dated March 9, 2006 and attached hereto and made a part hereof.

SECTION 2. That the need and justification for modification of the Six Mile Creek PUD has been considered in accordance with Section 5.03.05.C of the St. Johns County Land Development Code and the St. Johns County Comprehensive Plan, whereby:

1. The request for a Major Modification has been fully considered after public hearing with legal notice duly published as required by law.
2. As modified, the Six Mile Creek PUD is consistent with the goals, policies and objectives of the 2015 St. Johns County Comprehensive Plan.
3. As modified, the Six Mile Creek PUD is consistent with Part 5.03.05.C of the St. Johns County Land Development Code, which provides conditions for Major Modifications to approved PUDs.
4. As modified, the Six Mile Creek PUD is consistent with Part 5.03.00 of the St. Johns County Land Development Code, which provides standards for Planned Unit Developments and with the General Standards of Section 5.03.02 with respect to (B) location; (C) minimum size; (D) compatibility, and (E) adequacy of facilities.
5. The Master Development Plan Map and Text for the Six Mile Creek PUD meet all requirements of Section 5.03.02.G of the St. Johns County Land Development Code.
6. As modified, the Six Mile Creek PUD does not adversely affect the orderly development of St. Johns County and is compatible and consistent with the development trends of the surrounding area.

SECTION 3. That all other provisions of Ordinance 91-37, as amended, not in conflict with the provisions of

*For Let Y. King
M+R*
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this ordinance shall remain in full force and effect.

SECTION 4. Except to the extent that they conflict with specific provisions of the approved development plan or the PUD Ordinance, all building code, zoning ordinance, and other land use and development regulations of St. Johns County, including, without limitation, the Concurrency Management Ordinance and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or special use shall be prohibited except where allowed by the Land Development Code. Notwithstanding any provision of this ordinance, no portion of any impact fee ordinance, concurrency provision, building code, comprehensive plan or any non Land Development Code ordinance or regulation shall be deemed waived or varied by any provision herein.

SECTION 5. That the terms of this modification to the Six Mile Creek PUD shall take effect immediately upon receipt of the Ordinance by the Secretary of State.

SECTION 6. This Ordinance shall be recorded in a book kept and maintained by the Clerk of the Board of County Commissioners of St. Johns County, Florida, in accordance with Section 125.68, Florida Statutes.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS 22nd **DAY OF** August **2006.**

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY:

James E. Bryant
James Bryant
Chairman

REVISION DATE

08/24/06

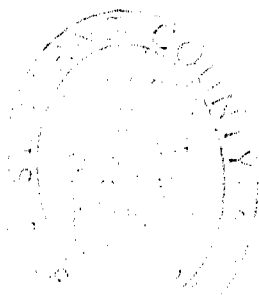
ATTEST: CHERYL STRICKLAND, CLERK

BY:

Cheryl Strickland
Deputy Clerk

EFFECTIVE DATE:

08/28/06



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**APPLICATION FOR MAJOR MODIFICATION
OF
SIX MILE CREEK PUD**

**PUD Ordinance 91-37,
as modified by
St. Johns County Planning and Zoning Agency
Resolutions 96-19, 96-28, 98-59, 99-03 and 99-48
and by
St. Johns County Ordinances 98-38, 2003-6, 2003-56, 2004-44 and 2005-95**

**SUBMITTED BY:
PAPPAS METCALF JENKS & MILLER, P.A.
FOR
SIX MILE CREEK VENTURES, LLC**

March 7, June 6, 2006

{00135654.DOC.1} Redline 135654 to 122307
March 7, June 6, 2006
984.05460

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SIX MILE CREEK PARCEL

A PART OF SECTIONS 18, 19, 31 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, SECTIONS 24, 25, AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, SECTIONS 6, 38, AND 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}23'48''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 12.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $63^{\circ}46'47''$ EAST, AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT-OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 224.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $71^{\circ}07'58''$ EAST, AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}36'50''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1127.96 FEET; THENCE NORTH $87^{\circ}23'36''$ EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH $02^{\circ}36'44''$ WEST, A DISTANCE OF 764.85 FEET; THENCE NORTH $83^{\circ}08'33''$ EAST, A DISTANCE OF 299.81 FEET; THENCE NORTH $02^{\circ}37'28''$ WEST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF WAY LINE OF STATE ROAD 16, A DISTANCE OF 466.00 FEET; THENCE NORTH $83^{\circ}08'48''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF WAY LINE A DISTANCE OF 156.33 FEET; TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1399.69 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 238.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $88^{\circ}02'04''$ EAST, AND A CHORD DISTANCE OF 238.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $87^{\circ}04'40''$ EAST, CONTINUING ALONG SAID RIGHT-OF WAY LINE A DISTANCE OF 698.07 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 826 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $02^{\circ}55'34''$ WEST, CONTINUING WITH SAID LANDS A DISTANCE OF 735.09 FEET; THENCE SOUTH $20^{\circ}16'19''$ WEST, CONTINUING WITH

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SAID LANDS A DISTANCE OF 1699.97 FEET; THENCE SOUTH 31°54'53" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 506.42 FEET; THENCE NORTH 20°16'15" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 1916.58 FEET; THENCE NORTH 02°55'02" EAST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 943.99 FEET; TO THE A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 988.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 376.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°53'53" EAST, AND A CHORD DISTANCE OF 373.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°59'57" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.65 FEET; THENCE SOUTH 72°33'50" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2244.12 FEET; THENCE NORTH 21°23'43" EAST, A DISTANCE OF 649.77 FEET; THENCE SOUTH 70°32'01" EAST, A DISTANCE OF 608.86 FEET; THENCE SOUTH 26°43'11" WEST, A DISTANCE OF 285.03 FEET; THENCE SOUTH 70°31'16" EAST, A DISTANCE OF 679.30 FEET; THENCE SOUTH 36°14'16" WEST, A DISTANCE OF 2704.77 FEET; THENCE SOUTH 50°27'22" EAST, TO ITS INTERSECTION WITH THE CENTERLINE OF A 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2806.29 FEET; THENCE NORTH 68°58'53" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 349.74 FEET; THENCE NORTH 38°41'04" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1062.99 FEET; THENCE NORTH 24°03'39" EAST, A DISTANCE OF 160.94 FEET; THENCE SOUTH 61°21'45" EAST, LEAVING SAID CENTERLINE, A DISTANCE OF 339.53 FEET; THENCE SOUTH 72°23'10" EAST, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 13-A A 100 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 2613.00 FEET; THENCE SOUTH 19°34'54" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2235.43 FEET; THENCE NORTH 74°25'19" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.50 FEET; THENCE SOUTH 54°40'52" WEST, A DISTANCE OF 179.18 FEET; THENCE SOUTH 85°05'50" WEST, TO THE NORTHERLY CORNER OF LOT 5 AS SHOWN ON PLAT OF MILL CREEK ESTATES RECORDED IN MAP BOOK 14 PAGE 106 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 581.87 FEET; THENCE SOUTH 79°01'51" WEST, ALONG THE NORTHERLY LINE OF LOTS 6 AND 7 OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 1074.93 FEET; THENCE SOUTH 73°19'50" WEST, ALONG THE NORTHERLY LINE OF LOT 8, SAID MAP OF MILL CREEK

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ESTATES, A DISTANCE OF 265.12 FEET; THENCE NORTH 38°16'58" WEST, TO ITS INTERSECTION WITH THE AFORESAID CENTERLINE OF THE 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1317.68 FEET; THENCE SOUTH 32°24'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 553.67 FEET; THENCE SOUTH 46°26'11" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1060.20 FEET; THENCE SOUTH 54°46'59" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 359.32 FEET; THENCE NORTH 32°27'37" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 511.83 FEET; THENCE NORTH 53°44'12" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 190.00 FEET; THENCE SOUTH 49°58'19" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 1302.78 FEET; THENCE SOUTH 40°03'36" EAST, A DISTANCE OF 594.57 FEET TO A POINT IN THE AFORESAID CENTERLINE; THENCE SOUTH 51°20'38" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 202.00 FEET; THENCE SOUTH 45°58'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 245.17 FEET; THENCE SOUTH 37°50'46" EAST, TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 19, AFOREMENTIONED MAP OF MILL CREEK ESTATES, A DISTANCE OF 464.72 FEET; THENCE SOUTH 28°41'32" WEST, CONTINUING ALONG THE NORTHERLY LINE OF LOTS 19 AND 20, A DISTANCE OF 951.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 78°30'30" EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 2622.07 FEET TO THE CENTERLINE OF THE AFORESAID 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 10°58'45" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 13.74 FEET; THENCE SOUTH 79°08'03" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 586.21 FEET; THENCE NORTH 83°25'33" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE SOUTH 84°16'49" EAST, CONTINUING WITH SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH 40°13'07" EAST, CONTINUING ALONG SAID CENTERLINE ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH 77°22'33" EAST, CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1586.26 FEET; THENCE NORTH 88°34'49" EAST, CONTINUING ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13-A, A

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DISTANCE OF 848.22 FEET; THENCE SOUTH 19°34'52" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 250.61 FEET; THENCE SOUTH 88°28'23" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET TO A POINT IN THE WESTERLY LINE OF SECTION 37, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 01°19'26" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 4917.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 37; THENCE SOUTH 89°53'35" EAST, ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1179.79 FEET TO THE SOUTHWESTERLY CORNER OF A 30 FEET WIDE DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 182 AT PAGE 133; THENCE SOUTH 37°18'20" EAST, ALONG SAID SOUTHWESTERLY LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF STATE ROAD NO. 13-A, A DISTANCE OF 995.95 FEET; THENCE SOUTH 12°10'27" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1440.16 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE SOUTHWESTERLY CONTINUING WITH SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 591.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°56'12" WEST, AND A CHORD DISTANCE OF 590.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°18'03" EAST, CONTINUING WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2010.75 FEET; THENCE NORTH 71°16'18" WEST, ALONG THE DIVISION LINE BETWEEN SECTION 4 AND SECTION 5, TOWNSHIP 6 SOUTH, RANGE 28 EAST, A DISTANCE OF 4096.34 FEET; THENCE NORTH 60°26'27" WEST, CONTINUING ALONG SAID DIVISION LINE, A DISTANCE OF 1734.02 FEET TO THE COMMON CORNER TO SECTIONS 4, 5, AND 6; THENCE SOUTH 03°37'25" EAST, ALONG THE EASTERLY LINE OF SECTION 6, A DISTANCE OF 3052.10 FEET; THENCE SOUTH 03°33'13" EAST, ALONG THE EASTERLY LINE OF SECTION 38, A DISTANCE OF 2086.25 FEET; THENCE NORTH 87°12'39" WEST, A DISTANCE OF 863.15 FEET TO THE WATERS OF SIX MILE CREEK; THENCE NORTH 46°17'49" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 1430.00 FEET; THENCE NORTH 45°19'26" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 1973.08 FEET; THENCE NORTH 16°05'23" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 639.84 FEET; THENCE NORTH 06°55'41" EAST, A DISTANCE OF 540.00 FEET TO A POINT IN THE DIVISION LINE BETWEEN SECTIONS 6 AND 38; THENCE NORTH 89°20'12" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 540.00 FEET; THENCE NORTH 01°32'49" WEST, ALONG THE WESTERLY LINE OF THE NORTH 28 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2665.80 FEET TO A POINT IN SAID SIX MILE CREEK; THENCE WITH THE WATERS OF SAID SIX MILE CREEK THE FOLLOWING TWENTY NINE

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(29) BEARING AND DISTANCES (1) NORTH 21°59'28" WEST, A DISTANCE OF 115.71 FEET; (2) THENCE NORTH 04°15'38" WEST, A DISTANCE OF 471.70 FEET; (3) THENCE NORTH 15°42'55" WEST, A DISTANCE OF 530.00 FEET; (4) THENCE NORTH 74°28'28" WEST, A DISTANCE OF 160.00 FEET; (5) THENCE NORTH 32°07'06" WEST, A DISTANCE OF 147.65 FEET; (6) THENCE NORTH 15°07'30" WEST, A DISTANCE OF 655.70 FEET; (7) THENCE NORTH 58°48'11" WEST, A DISTANCE OF 336.17 FEET; (8) THENCE NORTH 39°05'47" WEST, A DISTANCE OF 291.63 FEET; (9) THENCE NORTH 07°34'52" EAST, A DISTANCE OF 480.55 FEET; (10) THENCE NORTH 31°17'16" WEST, A DISTANCE OF 88.74 FEET; (11) THENCE NORTH 20°26'08" EAST, A DISTANCE OF 219.13 FEET; (12) THENCE NORTH 33°09'18" WEST, A DISTANCE OF 141.49 FEET; (13) THENCE NORTH 08°12'46" EAST, A DISTANCE OF 515.92 FEET; (14) THENCE NORTH 15°19'05" WEST, A DISTANCE OF 745.08 FEET; (15) THENCE NORTH 33°44'44" WEST, A DISTANCE OF 216.76 FEET; (16) THENCE NORTH 54°12'24" WEST, A DISTANCE OF 864.38 FEET; (17) THENCE NORTH 22°57'55" WEST, A DISTANCE OF 380.61 FEET; (18) THENCE NORTH 20°24'29" WEST, A DISTANCE OF 202.16 FEET; (19) THENCE SOUTH 88°26'32" WEST, A DISTANCE OF 190.74 FEET; (20) THENCE NORTH 55°09'29" WEST, A DISTANCE OF 308.93 FEET; (21) THENCE NORTH 44°40'29" WEST, A DISTANCE OF 350.69 FEET; (22) THENCE NORTH 33°10'13" WEST, A DISTANCE OF 230.07 FEET; (23) THENCE NORTH 56°26'30" WEST, A DISTANCE OF 260.59 FEET; (24) NORTH 01°22'50" WEST, A DISTANCE OF 303.45 FEET; (25) THENCE NORTH 28°32'35" WEST, A DISTANCE OF 522.44 FEET; (26) THENCE NORTH 19°05'07" WEST, A DISTANCE OF 479.11 FEET; (27) THENCE NORTH 70°02'28" WEST, A DISTANCE OF 257.46 FEET; (28) THENCE NORTH 05°33'42" WEST, A DISTANCE OF 519.98 FEET; (29) THENCE NORTH 33°12'51" WEST, A DISTANCE OF 664.34 FEET; THENCE NORTH 88°07'49" EAST, LEAVING THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 159.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE NORTH 02°29'20" WEST, TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100 FOOT WIDE RIGHT-OF WAY AS NOW ESTABLISHED), A DISTANCE OF 4147.39 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF .2342.01 FEET; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 721.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°55'50" EAST, AND A CHORD DISTANCE OF 718.71 FEET TO THE END OF SAID CURVE AT THE SOUTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 812 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 65°13'38" EAST,

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ALONG LINES OF SAME, A DISTANCE OF 967.56 FEET; THENCE NORTH 87°23'47" EAST, CONTINUE ALONG LINES OF SAME, A DISTANCE OF 1587.56 FEET; THENCE NORTH 02°36'55" WEST, CONTINUE ALONG LINES OF SAME, A DISTANCE OF 2680.13 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3910.04 ACRES MORE OR LESS.

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PARCEL C

A PART OF GOVERNMENT LOTS 15, 16 AND 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THAT PART OF GOVERNMENT LOT 17 LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SCAFF ROAD, AS RECORDED IN OFFICIAL RECORDS VOLUME 845, PAGE 1083 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE WESTERLY LINE OF GOVERNMENT LOT 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE NORTH $19^{\circ}05'30''$ EAST ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH $19^{\circ}05'30''$ EAST CONTINUING ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 359.48 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH $71^{\circ}48'11''$ WEST ALONG THE SOUTHWESTERLY LINE OF GOVERNMENT LOT 15 TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 37, A DISTANCE OF 776.07 FEET TO A SET $1\frac{1}{2}$ INCH REBAR; THENCE NORTH $88^{\circ}23'17''$ EAST ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1631.87 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH $00^{\circ}58'56''$ WEST ALONG THE SAID EASTERLY LINE OF SECTION 37, A DISTANCE OF 5070.70 FEET TO A SET $1\frac{1}{2}$ INCH REBAR; THENCE SOUTH $72^{\circ}25'05''$ EAST ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 15 AND 16, A DISTANCE OF 4655.46 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH $18^{\circ}51'53''$ WEST, A DISTANCE OF 4033.56 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH $72^{\circ}14'54''$ WEST, A DISTANCE OF 988.77 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH $19^{\circ}07'16''$ WEST TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1342.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH $72^{\circ}08'34''$ EAST ALONG SAID DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1941.01 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH $76^{\circ}29'14''$ WEST ALONG THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID SCAFF ROAD, A DISTANCE OF 4653.33 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY MADE BY NORTHEAST FLORIDA SURVEYORS, 454.55 ACRES MORE OR LESS.

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SIX MILE CREEK PUD**MASTER DEVELOPMENT PLAN TEXT**

This Master Development Plan Text is part of an application for a Major Modification (the "Application") to the Six Mile Creek Planned Unit Development, as approved under PUD Ordinance 91-37, as modified by St. Johns Planning and Zoning Agency Resolutions 96-19, 96-28, 98-59, 99-03 and 99-48 and by St. Johns County Ordinance 98-38, 2003-6, 2003-56, 2004-44 and 2005-95 (the "PUD") in compliance with Section 5.03.02G1 of the St. Johns County Land Development Code (the "LDC"). The application is filed on behalf of the applicant, Six Mile Creek Ventures, LLC (the "Developer").

- A. **Project Description:** Mixed Use Concept. The Master Development Plan Map (the "MDP Map") for the Six Mile Creek Parcel of the Saint Johns Development of Regional Impact (the "DRI") has been approved as Map H-Page 2 of the Saint Johns DRI/Development Order approved by St. Johns County under Resolution 91-130, as amended in Resolution 91-183, Resolution 94-211, Resolution 95-06, Resolution 96-102, Resolution 96-233, Resolution 98-126, Resolution 98-179, Resolution 99-20, Resolution 99-173, Resolution 2002-53, and Resolution 2003-116 (the "DRI/DO"). As illustrated on the MDP Map, the project consists of a well-balanced mix of residential, commercial, and recreational uses. Combined with the Interchange Parcels PUD, which are a part of the DRI, the Saint Johns community will provide a self-sustaining mix of integrated uses. The broad mix of residential types, employment base, educational facilities, cultural activities and recreational opportunities will allow families to work, shop, learn and play close to their homes. The project has been carefully designed and planned to protect environmentally sensitive areas and to leave almost 45% of the acreage within the Six Mile Creek and Turnbull Creek Parcels in its natural state.
- B. **Development Size:** The total number of acres within the Six Mile Creek Parcel is approximately 3,910.04 and the total number of acres within the Turnbull Creek Parcel is approximately 454.55, for a total acreage within the PUD of approximately 4,329.23 acres.
- C. **Wetlands:** A total of approximately 1,362.16 acres of wetlands and 256 acres of uplands will be preserved on the Six Mile Creek Parcel, and approximately 72.3 acres of wetlands and 276.4 acres of uplands will be preserved on the Turnbull Creek Parcel under the approved PUD. The preserved wetlands and wetland impacts were reviewed and approved under the DRI and applicable modifications.

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- D. **Development Area:** The total development area of the project is depicted on the MDP Map. There are approximately 89.2 acres of school sites, 8.5 acres of civic land use, 16.0 acres of commercial land use, and 74.95 acres of recreational land use in addition to a golf course located within Six Mile Creek North. The use classification of each parcel within the PUD is set forth on the MDP Map. The open space provided within common areas, buffers, wetlands, and recreation areas exceeds 25% of the total PUD acreage.

Open Space and Preservation Areas. A total of approximately 1,362.16 acres of wetlands and 256 acres of uplands are preserved on the Six Mile Creek Parcel, and 72.3 acres of wetlands and 276.4 acres of uplands are preserved on the Turnbull Creek Parcel as approved under the PUD. All of the areas to be preserved that are contained within contiguous systems will be covered by conservation easements to be granted to the St. Johns River Water Management District prior to construction in the vicinity of the preservation areas. Any areas depicted on the MDP Map as preservation or open space areas that are not within contiguous systems will be preserved by means of covenants and restrictions to be recorded at the time of incremental Master Development Plan approval for any development in the vicinity of such areas.

- E. **Dwelling Units and Density:** The number of dwelling units and density for the project was addressed and reviewed under the original DRI Application. Three school sites were set aside within the PUD and conveyed to the St. Johns County School Board as described in Specific Condition KK of the DRI/DO. Residential development within the PUD will be as follows:

1. Residential Categories: The MDP Map identifies five major categories of residential uses - single family estate lots (SFE), single family conventional (SFC), patio homes (PH), townhomes (TH), and multi-family (MF). Within Six Mile Creek South, Parcels 7, 9 and 15 designated as TH use, Parcels 10 and 11 designated as MF use and Parcel 2 designated as SFC use on the MDP Map may be developed with traditional design criteria as specified in Section E.3 below and on the Development Criteria Table attached as Exhibit 1 and the Additional TD District Design Criteria attached as Exhibit 2 and Exhibits 3-A through 3-H.

The maximum allowable density and total number of units allowed for each residential category is set forth in Table III below.

Table IIIBreakdown of Residential TypesSix Mile Creek Parcel

<u>Residential Category</u>	<u>Maximum Allowable Density*</u>	<u>Total Units</u>
SFE	3.2 DUs per acre	726
SFC	5 DUs per acre	2,477
PH	6 DUs per acre	448
TH	8 DUs per acre	472
MF**	N/A	<u>754</u>
TOTAL		4,877

* The maximum allowable density is based upon all acreage within each of the identified residential development pods. As a result, the density is net of arterial road rights-of-way, environmental preservation areas and master drainage or retention areas. The acreage within collector road rights-of-way, interior lakes and ponds, wetlands to be filled pursuant to appropriate dredge/fill permits and wetlands incorporated into lots or other interior open spaces is to be included in determining the allowable number of units for each development parcel.

** There are three MF sites within the Six Mile Creek Parcel. These are Parcel 6, Six Mile Creek North, Parcel 11, Six Mile Creek South; and Parcel 10, Six Mile Creek South. The Developer may locate up to 600 units on the MF Parcels in Six Mile Creek South, and up to 154 units on Parcel 6 of Six Mile Creek North, subject to the overall limitation of a maximum of 754 MF units within the Six Mile Creek Parcel as a whole. No other density limitation shall apply provided the Developer complies with applicable setbacks and height limitations. Life care residential units shall be allowable within the MF parcels.

The Developer anticipates a variety of unit sizes, configurations and prices within each of the residential categories listed above. The developer may or may not construct residential units. The developer does anticipate developing residential subdivisions within which lots will be sold to builders and the public.

2. Description of the Residential Types:

- a. **Single Family Estate Lots (SFE).** The SFE lots are intended to be the largest lots offered. The maximum allowable density is 3.2 development units per acre. These lots may be within a secured community. If security is provided, it will be provided through a property owners association having the authorization to assess each lot owner for the lot owner's share of the cost.

Each of these lots will be made available for construction of single family detached housing units with the traditional accessory uses. All other site development criteria shall be as specified in Section G below and on the Development Criteria Table attached as Exhibit 1.

- b. **Single Family Conventional Lots (SFC).** The SFC lots are intended to accommodate the demand for moderately priced homes with fee simple ownership. The maximum allowable density is 5 development units per acre. These lots may be within a secured community. If security is provided, it will be provided through a property owners association having the authorization to assess each lot owner for the lot owner's share of the cost. The SFC lots will be made available for single-family detached housing units with the traditional accessory uses. Mobile homes, if allowed by an approved incremental Master Development Plan, will be required to have the appearance of a conventional home. All other site development criteria shall be as specified in Section G below and on the Development Criteria Table attached as Exhibit 1.

- c. **Patio Homes (PH).** The PH lots can be used for construction of attached or detached single-family homes with either fee simple or condominium form of ownership. The type of unit that will be allowed within a given development parcel will be specified in the incremental Master Development Plan for the development parcel. The maximum allowable density is 6 development units per acre. These lots may be within a secured community. If security is provided, it will be provided through a property owners association having the authorization to assess each lot owner for the lot owner's share of the cost. All other site development criteria shall be as specified in Section G below and on the Development Criteria Table attached as Exhibit 1.

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- d. **Townhomes (TH).** The TH lots can be used for construction of attached or detached single-family homes with either fee simple, condominium or interval form of ownership. The type of unit that is allowed within a given development parcel will be specified in the incremental Master Development Plan for the development parcel. The maximum allowable density is 8 development units per acre. These lots may be within a secured community. If security is provided, it will be provided through a property owners association having the authorization to assess each lot owner for the lot owner's share of the cost. All other site development criteria shall be as specified in Section G below and on the Development Criteria Table attached as Exhibit 1.

Parcel 9 of the Six Mile Creek North Parcel, currently designated Townhome (TH) on the MDP Map, has available up to 6,000 square feet of commercial retail development in addition to the maximum allowable density of 8 development units per acre to be incorporated into the mixed residential uses that may include recreational facilities with a pool, clubhouse, exercise facility, a lounge and grill area selling food and alcoholic beverages and other retail and commercial products and services that may be available to residents of the Six Mile Creek PUD and to the public. A retail store offering sundries and other retail items and supplies may be located on Parcel 9.

- e. **Multi-family (MF).** The MF units may be owned by either fee simple, condominium or interval form of ownership the site development criteria for MF units shall be as specified in Section G below and on the Development Criteria Table attached as Exhibit 1. These units may be within a secured community. If security is provided, it will be provided through a property owners association having the authorization to assess each lot owner for the lot owner's share of the cost.

Parcel 6, currently designated MF allowing up to 154 residential units, has available up to 15,000 square feet of commercial development rights that may include a public spa with a pool, fitness club, and salon that offers to residents and to the public products and services such as hair, nail and beauty care, massage therapy and other products and services, and possibly alcoholic beverages. A service area offering food, beverages, newspapers and

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publications, supplies and other retail and commercial products and services may be included. A retail store offering sundries and other retail items and supplies may be located on Parcel 6.

3. Traditional Development (TD):

All or any of Parcels 2 (SFC), 7(TH), 9(TH), 10(MF), 11(MF) and 15(TH) within Six Mile Creek South may be developed as a Traditional Development District (TD District). The maximum allowable density and the TD District development criteria is as specified in the Development Criteria Table as attached as Exhibit 1 and the Additional TD District Design Criteria attached as Exhibit 2 and Exhibits 3-A through 3-H (the "TD Design Criteria"). The waivers from the LDC necessary for the TD District are set forth in Section T below.

The TD District is envisioned to be one of the project's focal points. The project's theme and impressions will be communicated by its architecture, landmarks, function and location. The development criteria for this TD District is intended to allow for an evolution of uses, including residential and recreational uses with ancillary amenities and other community support facilities with ancillary amenities. The recreational facilities and concessionary sales and service provided in such facilities are accessory to the development and are not considered commercial. All parks, recreation areas and community centers may have accessory concessionary sales and services and rental facilities as well as administrative offices, public and community service facilities, and accessory maintenance and other ancillary facilities.

The Project will provide on street parking within the right-of-way that will comply with St. Johns County Paving and Drainage Ordinance No. 86-4. The TD District Design Criteria is presented as an overlay, which may be applied throughout the TD Parcels or portions thereof. Parcels 7, 9 and 15 within Six Mile Creek South may be developed with TD Design Criteria or with TH development criteria specified in Exhibit 1. Parcels 10 and 11 within Six Mile Creek South may be developed with TD Design Criteria or with MF development criteria specified in Exhibit 1. Parcel 2 may be developed with TD Design Criteria or with SFC development criteria specified in Exhibit 1.

Lots within the TD District may be owned by fee simple, condominium or interval form of ownership. The type of unit that is allowed within a given development parcel will be specified in the

incremental Master Development Plan for the development parcel. These lots may be within a secured community. If security is provided, it will be provided through a property owners association or community development district having the authorization to assess each lot owner for the lot owner's share of the cost.

In accordance with St. Johns County Landscaping Ordinance No. 90-11, land clearing and tree removal (other than Specimen or Historic Trees) may occur for residential development lots in the TD District during the time of clearing for the rights-of-way regardless of grade change configuration of the lots or parcels. Trees, landscaping and irrigation improvements may be installed within private road rights-of-way.

- F. **Non-residential Development:** There is a total of 16 acres of commercial development within the PUD, with 15,000 square feet of commercial development allocated to Parcel 6 of the Six Mile Creek North portion of the PUD, and 6,000 square feet of commercial development allocated to Parcel 9 of the Six Mile Creek North portion of the PUD. The total square footage within the commercial element of the PUD will be limited to 151,000 square feet. The recreational, educational, and civic land use acreage is discussed in Section D above.

1. Description of Commercial and Retail Uses: The development parcels identified as commercial on the MDP Map will provide for the retail needs of the residents within the development and surrounding areas, as well as the occupants of the industrial and office elements. The allowable uses within development parcels designated as commercial on the MDP Map include the uses permissible or permissible by exception in the commercial neighborhood and commercial general zoning districts contained in the St. Johns County Zoning Ordinance current as of March, 1998, except for the uses described in the following sections of the St. Johns County Zoning Ordinance which shall be prohibited:

Section 5.6.5(d) – Mobile home
 Section 5.8.1(o) – Hotels, motels
 Section 5.8.1(v) – Palmist, etc.
 Section 5.8.4(i) - Mobile home

Schools with conventional academic curriculum, childcare or child nurseries and parks and recreation facilities with or without lighted fields and courts are also allowable uses pursuant to Ordinance 2005-95 approved on October 4, 2005.

The retail commercial facilities on the Six Mile Creek Parcel will be oriented to the needs of the residents of the Six Mile Creek Parcel and surrounding areas. The Commercial and Retail site development criteria is specified in Section G. below and on the Development Criteria Table attached as Exhibit 1.

2. **Churches:** Churches shall be allowed in any area designated for residential or civic use subject to incremental Master Development Plan provisions that ensure adequate ingress, egress and parking can be provided without adverse impacts to adjacent residential parcels.

G. **Development Criteria:** Except as otherwise specified in a final development plan, incremental Master Development Plan or building permit issued prior to the approval date of this modification of the Six Mile Creek PUD, the project development criteria, including the maximum density and intensity¹, shall be as set forth on the Development Criteria Table attached as Exhibit 1. Guesthouses shall be allowed within the Development Area consistent with the LDC, and subject to the setbacks specified on Exhibit 1. Home occupations consistent with the LDC shall be allowed.

1. **Maximum Lot Coverage.** The maximum lot coverage by buildings shall be measured in accordance with the definition of "coverage of a lot by buildings" contained in Article XII of the LDC, as follows:

Coverage of a Lot by Buildings: That percentage of Lot area that is or may be covered or occupied by Buildings. "Buildings" as used herein shall be defined in accordance with the definition of "building" contained in Article XII of the LDC, as follows:

Building: Any Structure, either temporary or permanent having a roof impervious to weather and used or built for the shelter or enclosure of persons, animals, chattels, or property of any kind. This definition shall include tents, awnings, cabanas, or vehicles situated on private property and serving in any way the function of a Building but does not include screened enclosures not having a roof impervious to weather.

2. **Setbacks.** The setbacks specified in this MDP Text are the minimum setbacks that are currently required under this PUD. In the event that the minimum setback requirements under the LDC are reduced, the setbacks required within the project may be

¹ The Development Table of Specific Condition A of the DRI/DO was approved by Resolution 2003-116.

reduced accordingly as allowed by the LDC. The residential setbacks for the project shall be as set forth on the attached Exhibit 1. The residential setbacks shall be measured to the foundation wall of the structure. Driveways may be located within the side, rear and front yard setbacks. The commercial setbacks shall be measured from the commercial parcel property line to the wall of the structure. The setbacks for accessory structures shall be as specified on the attached Exhibit 1. All building eaves, air conditioning equipment, electrical equipment, masonry walls or masonry fences, pools, swimming pools, pool decks and lap pool enclosures will not encroach into drainage and/or underground utility easements.

3. Minimum Lot Size. The minimum lot sizes are as specified on the Development Criteria Table attached as Exhibit 1. Other than for TD development, the single-family residential lot width area and Yard Requirements shall be in accordance with the following specifications of Section 6.01.03 of the LDC except as provided herein:

Lot Width Area and Yard Requirements

A. Lots, Measurement of Width

The width of a Lot shall be measured at the most direct angle across the front of the required minimum Front Yard set back line. Provided, however, the width between the side Lots at their foremost points where they intersect with the Street Line shall not be less than eighty percent (80%) of the required lot width except when a Lot fronts on a cul-de-sac or curve, the Lot width shall be a minimum of twenty-five (25) feet.

B. Lot Frontage

1. On Interior Lots, the Front of a Lot shall be construed as the portion nearest the Street.
2. On Corner Lots, the frontage of a Lot shall be construed as the shortest boundary to a Street. If the Lot has equal frontage on two (2) or more Streets, frontage shall be determined by the County Administrator in accordance with the prevailing Building pattern, or the prevailing lot pattern, if a Building pattern has not been established.
3. On Through Lots, all portions adjacent to Streets shall be considered as a Front Yard for regulatory purposes.

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C. Lot Yards; Methods of Measurement; Special Requirements

The following rules shall apply with regard to determinations of Yards on Lots:

1. Yards Adjacent to Streets

Required Yards adjacent to Streets shall be a minimum depth as prescribed in Section G.2 above with the depth measured as perpendicular to the Street Line and the rear line of the required Yard parallel to the Street Lot line.

2. Front Yards on Interior Lots

Front Yards on Interior Lots shall be constructed as extending between side Lot lines across the frontage of the Lot.

3. Front Yards on Corner Lots

Front Yards on Corner Lots shall be construed as extending across the Lot from each interior side Lot line to the opposite Street Line. For setbacks purposes, Corner Lots shall have one Front Yard; the other Front Yard shall be considered as a Rear Yard with a ten (10') setback.

4. Front Yards on Corner Through Lots

Front Yards on Corner Through Lots shall be construed as extending across the Lot from the interior side Lot line to a point at which the Front Yards meet. For setback purposes, Corner Through Lots shall have one Front Yard with a twenty foot (20') setback; the other Front Yard shall be considered as a Rear Yard with a ten foot (10') setback.

5. Interior Side Yards

Interior Side Yards shall be construed as running from the rear line of the required Front Yard to the front line of the Rear Yard, if required or, if no Rear Yard is required, to the opposite Lot line. The width of a required Side Yard shall be measured perpendicular to the side Lot line

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and the inner line of the required Yard shall be parallel to such outer line, at the minimum distance therefrom as described above.

6. Interior Side Yards on Through Lots With More Than One (1) Front Yard

Interior Side Yards on Through Lots With More Than One (1) Front Yard shall be construed as running to the rear lines of the Front Yards involved, and measurements and requirements shall be as for interior side yards as set forth above.

7. Interior Side Yards on Corner Lots

On Corner Lots, the Side Yard is the Yard along any Interior Lot line which intersects with a Street Lot line. When a Corner Lot has four (4) sides, the two (2) sides not adjacent to the Streets are both Side Yards. If the Corner Lot has more than four (4) sides, the Yards along Interior Lot lines which do not intersect with a Street Lot line shall be considered Rear Yards and must meet the setback criteria set forth above for such Yards. In all cases the restrictions on maximum Lot coverage and maximum impervious area must be met.

8. Rear Yards

Rear Yards shall be construed as extending across the full width of the Lot at its rear, except as stated above. Required depth of Rear Yards shall be determined in the same manner as required width of Interior Side Yards.

9. No Rear Yard Required on Corner Lots or Lots Providing Two (2) Front Yards

On Through Lots Providing Two (2) Front Yards, and on Corner Lots (except as stated above), there will be no required Rear Yard, and Yards other than those adjacent to Streets shall be construed as Side Yards, as stated above.

10. Administrative Waivers for Errors in Yard Measurements

If an error is discovered in the location of a Building or Structure relative to the minimum Yard requirements, the Property Owner, or their authorized representative, may file a request for an Administrative Waiver. The review of the request and the final decision shall be made by the County Administrator, and shall be made in conformance with the following criteria:

- a. Approval of the waiver shall not allow the Structure to exceed the required Yard setback more than ten percent (10%).
- b. The corresponding opposite Yard must be larger than required by the same distance as the waiver request (to insure that the waiver is not just an attempt to place a larger Building on the Lot) or the waiver request concerns an intrusion of only a small corner of the Building (such as a house too close to the front of a cul-de-sac Lot such that it violates the Side Yard requirements at the front corner but nowhere else.)
- c. Any waiver request which does not meet paragraphs a. and b. above shall be denied an Administrative Waiver and must comply with the Yard requirements or seek a Minor Modification pursuant to Part 5.03.05.B.8.

D. Special Yards

A Special Yard, for purposes of these regulations, shall be construed as a Yard other than adjacent to a Street, required to perform the same functions as a Side or Rear Yard, but adjacent to a Lot line so placed or oriented that neither the term "Side Yard" nor the term "Rear Yard," as generally determined, defined, or applied with respect to regular Lots, fits the circumstances of the case. In such instances, the Special Yard shall be considered a Rear Yard unless the County Administrator determines that Side Yard requirements for the PUD shall apply because of the relationship of the portion of the Lot or Lots, with due regard to the orientation of Structures and buildable areas thereon.

E. Permitted Projections Into Required Yards

1. Certain architectural features, such as eaves, bay windows and projecting fireplaces, which may occupy a

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portion of a Building footprint, may project not more than two and one half (2.5) feet into required Front and Rear Yards. Projections as defined in Section 6.01.03.H.1 of the LDC shall be allowed within any setback with a minimum seven foot (7') separation between eaves.

2. Mechanical equipment, such as air conditioning units, pumps, heating equipment, solar panels, and similar installations, and screening and housing for such equipment, may project into the required Side Yard(s) or Rear Yard(s) but shall not be located within five (5) feet of any property line, and may not project into the required Front Yard.
3. Covered Patios and Covered Pools
 - a. Covered Patios, Covered Pools, and similar Structures, as defined in Article XII of this Code, may intrude no more than five (5) feet into the required Rear Yard and shall not intrude into the required Side or Front Yards except as listed below. In no case shall the permitted intrusion of the Covered Patio, Covered Pool, or similar Structure reduce the Yard provided to less than five (5) feet.
4. For Through Lots, a Covered Patio may intrude thirteen (13) feet into the required Front Yard which functions as a Rear Yard and has no access to a Street. In no case shall the permitted intrusion of the Covered Patio reduce the Yard provided to less than ten (10) feet.

F. Minimum Lot Dimension

The minimum dimension of the buildable Lot shall not be less than the required minimum Lot width at the Front Yard. In the case of Lots not meeting the minimum dimension at the minimum required Front Yard defined in this Section G.4, the Front Yard shall be extended to the point at which the minimum dimension is met.

4. Height Restrictions. When two or more uses will occupy the same building, and the height limit for those uses are different, the greater height will be allowed.² The maximum building height for all

² This sentence was approved by Resolution 96-009.

buildings for each of the land use categories shall be as specified in the Development Criteria Table attached as Exhibit 1.

5. Parking. Parking for a minimum of two vehicles shall be provided outside of the public right-of-way within the driveway or garage of each detached residential unit. Parking to be provided within the TD development will be as specified in the Additional TD District Design Criteria attached as Exhibit 2. Sufficient parking to serve any model homes or sales offices will be located on adjacent stabilized lots until the model homes/sales offices have been sold or upon subdivision buildout. All parking and interconnecting sidewalks will comply with the requirements of the Americans with Disabilities Act and the St. Johns County LDC. Parking for the commercial/retail shall comply with the requirements of Table 6.17 of the LDC. Shared and offsite parking shall be allowed within the commercial development areas. Two (2) parking spaces per unit will be provided for MF development.
6. Fencing. Fences, walls and hedges are allowed along the edge of front, side and rear property lines, provided that no fence, wall or hedge is greater than six (6) feet in height (measured from the established grade on either side of the fence, wall or hedge), nor obstructs the view of approaching traffic in each direction. Fences, walls or hedges may be constructed on the front property line except that no fence, wall or hedge in excess of four (4) feet in height shall be allowed within twenty-five (25) feet of the front property line. Such fences, walls and hedges will comply with the Roadway, Drainage and Utility Standards of Part 6.04.00 of the LDC. Corner lots, lots with two or more front yards, or through lots are allowed a fence, wall or hedge with a maximum height of six (6) feet within the second front yard as provided in Section 2.02.04.B.12.b of the LDC. Fences, walls, railings and other embellishments associated with entry features and property boundary markers are allowed in accordance with the approved World Golf Village Gateways and Signage Design Standards Unified Signage Plan on file with the St. Johns County Planning and Zoning Departments (the "Unified Signage Plan").
7. Signage. The signage for the project will be in accordance with the Unified Signage Plan and the provisions of Ordinance 2003-6 that was approved by St. Johns County on January 28, 2003 and recorded at PUD Book R, Page 426 of the public records of St. Johns County, Florida.
8. Land Clearing and Development. Permanent construction under an incremental Master Development Plan may commence when the

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applicant has obtained the necessary local, state, and federal permits, and has obtained Development Services Department approval of signed and sealed construction plans, as required. Construction may be approved in stages subject to the condition that all local, state and federal permits or approvals required for the stage of development sought to be commenced have been obtained. Specifically, the Development Services Department may approve filling and grading of any portion of the property, except areas designated preservation, subject to the approval of plans for such activities. Such filling and grading may include the removal of unsuitable soils (including the stockpiling of such soils on-site) as well as the filling and compaction of soils within the golf course site, residential development areas and the roadways. Further, when approval for permanent construction is requested, the existing property conditions, prior to filling and grading, will be used to establish pre-development condition for drainage analysis. Permanent construction may be phased provided the total permitted development is not exceeded, and applicable County and other permit requirements can be met at each phase of development. Land clearing, site preparation, and lake construction within the lakes, roadways, golf course and the residential development areas depicted on the MDP Map may be commenced prior to final paving and drainage plan approval, provided approval for such activity has been obtained from the Development Services Department, and all applicable local, state and federal permits have been obtained. All permanent construction shall require review and approval of signed and sealed construction plans by the Development Services Department.

H. Infrastructure:

1. Stormwater. The surface water management systems for the PUD shall comply with the terms and conditions of the DRI/DO and applicable St. Johns River Water Management District permits.
2. Vehicular and Pedestrian Access/Interconnectivity. The main accesses to the project are from State Road 16, County Road 13-A (Pacetti Road) and County Road 13 as shown on the MDP Map. The MDP Map depicts the configuration of the parcels within the PUD and the vehicular circulation system, and shows all points of connection with public rights of way including internal access and circulation within the PUD. All of the arterial streets shown on the MDP Map for the PUD will be accompanied by a bicycle path or a sidewalk. The vehicular and pedestrian circulation systems within development parcels shall be subject to review and approval by St. Johns County in connection with incremental Master Development

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Plan review. Access to the outparcel located within Parcel 6 of Six Mile Creek South will be provided through Parcel 6, the location of which will be shown on an incremental MDP for Parcel 6. All roads, streets and parking areas shall conform to the design standards specified in the St. Johns County Paving and Drainage Ordinance in effect as of August 1990, unless a proposed deviation is approved by St. Johns County in connection with approval of an incremental Master Development Plan. Gated communities are allowed within the PUD.

In connection with the development of Parcel 9, Six Mile Creek West, the Developer shall construct a local road within a 60-foot right-of-way from the northwesterly corner of Parcel 9, Six Mile Creek West, to the existing right-of-way of State Road 16. This road shall serve as an emergency access until and unless St. Johns County or the Florida Department of Transportation obtains sufficient additional right-of-way for State Road 16 at the intersection of the local road and State Road 16 to accommodate acceleration, deceleration, and turn lanes required by applicable St. Johns County and FDOT requirements. In the event that such additional right-of-way is acquired prior to buildout of the Saint Johns Development of Regional Impact then, in such event, the Developer shall connect the local road to State Road 16 and construct any required acceleration, deceleration, and turn lanes at its expense. The intersection improvements shall be commenced within 180 days after receiving notification from St. Johns County that the necessary right-of-way has been obtained and shall be completed within one year after commencement.

3. Parks, Recreation and Other Amenities. The recreational uses planned for the Six Mile Creek Parcel are identified on the MDP Map and include one 18 hole golf course with associated golf club, golf maintenance facilities and other similar support facilities within Six Mile Creek North. The golf clubhouse may include a pro shop, a restaurant and lounge area that may serve alcohol and other similar accessory uses. The recreational amenities also include 31.5 acres of parks. One or more swim and tennis centers may also be provided that may include a pro shop, restaurant and lounge area that may serve alcohol and other similar accessory uses.

The neighborhood parks may be conveyed to a property owners association or appropriate governmental entity. The neighborhood parks will be available for use by members of the associations who pay applicable fees. The golf, swimming and tennis facilities may be operated as commercial facilities or as a private club.

In addition, in connection with the Saint Johns DRI Application, the developer has conveyed the 455 acre Turnbull Creek Parcel to St. Johns County for preservation and active recreation. Approximately 69 acres of the Turnbull Creek Parcel are proposed for development by St. Johns County into an urban park. Approximately 4.1 acres of trail roads through the preservation area could be used by St. Johns County for hiking and other similar uses. The balance of the 455 acres shall be preserved in its natural state for environmental purposes but will be available to the public for uses consistent with environmental preservation.

4. Potable Water/Sanitary Sewer. Water and sewer service will be provided by the St. Johns County Utility Department. The Developer of the project, Northwest Utilities II, Inc. and St. Johns County entered into the Six Mile Creek Water and Wastewater Connection Fee Reimbursement Agreement dated January 29, 1999 (the "Agreement") for the provision by St. Johns County of water and wastewater services as described in the Agreement through buildout of the project.
5. Fire/Emergency Service Protection. Fire and Emergency Service protection will be provided by St. Johns County and shall comply with the LDC except as specified herein. The water distribution system, including fire hydrants, will be of adequate size and design to meet the requirements of Section 6.03 of the LDC.
6. Solid waste. Solid waste collection will be provided by the County-contracted waste collection company.
7. Utilities. All electrical and telephone lines will be installed underground on the site. Electrical power will be provided by Florida Power & Light.
8. Ownership and Maintenance of Common Facilities. All common facilities located within the PUD for the common use and benefit of the property owners such as roads, drainage facilities and common open space shall initially be owned by the developer and shall be operated and maintained by one or more mandatory property owners associations having the power to assess property owners or by an appropriate governmental entity. Appropriate association documents and the relevant portions of covenants and restrictions will be submitted for review and approval at the time of incremental Master Development Plan submission.

- I. **Potable Water/Sanitary Sewer Use:** Water and sewer service will be provided by St. Johns County in accordance with the Agreement discussed in Section H.4 above. The water and sanitary sewer use was addressed and reviewed under the original DRI Application.
- J. **Soils:** The type and suitability of the underlying soils for the project were included and previously reviewed under the original DRI Application and applicable modifications.
- K. **Site Vegetation:** The type and extent of upland forest and wetlands on the Project was included and previously reviewed under the original DRI Application and applicable modifications.
- L. **Significant Natural Communities Habitat:** The type and extent of significant natural communities habitat on the project was included and previously reviewed under the original DRI and applicable modifications.

Listed Species: The type and extent of any listed species as defined by the LDC within the project was included and previously reviewed under the original DRI Application and applicable modifications.
- M. **Historic Resources:** The type and extent of any Historic Resources as defined by the LDC was included and previously reviewed under the original DRI Application and applicable modifications.
- N. **Buffering and Landscaping:** The buffers and landscaping plan for the project was reviewed and approved in the original DRI Application and applicable modifications and will be provided in accordance with Developer Commitment 41 and Specific Condition F of the DRI/DO. A 50-foot average width natural vegetative buffer shall be provided within the Philpott and Lambert Outparcels that were incorporated into the PUD under Ordinance 2004-44 in compliance with Policy E.2.2.5 of the St. Johns County Comprehensive Plan.
- O. **Special District:** This PUD is not located within a Special District as defined by the LDC.
- P. **Temporary Uses:** Accessory structures, including uncovered decks and patios, shall be allowed within the PUD as per Section 2.02.04 of the LDC. Development of this site and construction of the improvements may require temporary uses such as construction trailers, sales offices or trailers, temporary signage or temporary access. Temporary improvements will be shown on construction plans. Temporary sales and construction trailers and other temporary improvements may be moved throughout the project as necessary and shall be removed from a lot or parcel before any improvements on such lot or parcel receive a certificate

of occupancy from the County. The temporary office or trailer shall be allowed to remain on site for a period of five (5) years commencing from the start of construction. Parking shall be provided for the temporary sales trailer or office and construction trailer(s) in a temporary, defined, paved or unpaved lot within the driveway apron outside of the right-of-way, which meets the requirements of the LDC. Model homes may be used as temporary sales centers and construction offices after as-built approval. Parking for the model homes and sales offices will be located within the driveway. Model homes may have one sign each, located on the lot. No individual non-builder lot sales may occur prior to recording a plat. As allowed by the LDC, model homes may be constructed by the Developer or by builders prior to platting. Model homes must be located on a residential lot shown on the approved Master Development Plan. Model homes shall not equal more than 10% of the total number of lots approved under an approved development permit. No certificates of occupancy shall be released until as-builts have been approved by the County and a final plat has been recorded. Temporary signage shall be allowed within the project in accordance with the approved Unified Signage Plan for the project.

- Q. Accessory Uses:** Accessory uses and structures, including decks and patios, shall be allowed as provided for in Section 2.02.04 of the LDC are allowed within the project, provided such uses are of a nature customarily incidental and clearly subordinate to the permitted or principal use of the structure. The setbacks for accessory uses are set forth on the attached Exhibit 1. Accessory uses, such as home offices, pets, etc. will be allowed as per the requirements for residential districts stipulated within the LDC. No air conditioning or electrical equipment, swimming pool or swimming pool deck, or pool enclosures will be located within any drainage easement boundaries. Fencing shall be allowed as provided in Section G.5 above.
- R. Phasing and Commencement of Construction:** As established in Specific Condition A of the DRI/DO, the project will be constructed in one phase over a period that commenced in 1995 and runs to build-out in 2019³. The Developer shall be allowed to develop any portion of the project at any time so long as all applicable DRI Development Order conditions have been met.

As defined in the Intended Plan of Development approved by Ordinance 91-37, development was timely commenced with commencement of construction of the interchange at I-95 and International Golf Parkway.

³ The change in phasing was approved by Resolution 96-019. The Development Table of Specific Condition A was approved by Resolution 2003-116.

- S. **Project Impact:** The impact of the project was addressed and reviewed under the original DRI Application.
- T. **Waivers:** The following waiver, variance or deviation from the LDC was approved under Resolution 2004-44 and is incorporated into the PUD:

Section 5.03.03.B.2 to eliminate parking areas from the Commercial setback requirements. This waiver is justified because many of the Commercial Parcels within the DRI have been approved and developed with less than 20' setbacks from the rights-of-way to parking areas and the developer wishes to continue with the same plan of development that was established for this DRI long ago. A 20' setback should not now be required within this PUD given the substantial amount of open space already provided. In addition, there is no setback requirement for parking areas imposed within straight Commercial Zoning Districts. The developer will comply with the requirements of the LDC for landscaping the Commercial parking areas.

Additional Waivers for TD Development Only:

The following ~~additional~~ Additional waivers, variances or deviations are requested from the LDC and from Ordinance 86-4 and Ordinance 90-11 only for the TD District that may be developed within Parcels 2, 7, 9, 10, 11 and 15 of Six Mile Creek South:

The waivers are justified because although the St. Johns County Comprehensive Plan supports and promotes creative design concepts such as TD, Ordinance 86-4, 90-11 and the current Land Development Code do not address specific design criteria necessary to implement TD development. Therefore, the waivers enumerated below are required to successfully implement TD criteria within Six Mile Creek South. The waivers are essential in developing a pattern and character associated with this type of development, and to implement the following goals and concepts of TD development:

- To develop pedestrian oriented streets, smaller lot sizes and house placements closer to the street that all reduce the quantity of paved surfaces and high-maintenance individual landscapes found in typical suburban neighborhoods.
- To create a walkable community with a public realm while accommodating the residents' need for private space.
- To develop a discernable town center with a network of streets that promotes multiple vehicular choices.

- To develop open space that is easily accessible by the pedestrian as integrated into the community.
- To develop a system of streets that has a direct relationship to the proposed architecture, pedestrian and vehicular circulation.
- To develop streets and spaces that use the environment to promote comfortable microclimates.
- To develop efficiently, by promoting density that is appropriate for all uses, living, recreation and circulation.
- To create more sustainable development that preserves open space and increases infrastructure efficiency.
- To allow traditional "main street" store fronts where retail shops inhabit the ground floor with residential use located in the building above.

The waivers requested for the TD development from St. Johns County (Paving and Drainage) Ordinance 86-4, St. Johns County (Landscape) Ordinance 90-11 and the current St. Johns County Land Development Code are as follows:

1. **Sections 2.02.04.A-1 and 6.05.02.A Section 7 - Ordinance No. 86-4 (Right of Way and Road Classification).** This waiver is requested to the requirement that all accessory uses be located on the same lot as the principal use. This waiver is justified to allow retention ponds and parking areas to be centrally located and jointly used. This is a critical element to traditional neighborhood design and provides for more efficient use of land. allow for the right-of-way widths for Arterial Streets with curb and gutter to be reduced from the 100 feet (100') required under Ordinance No. 86-4 to 80 feet (80'). The waiver is justified because the required infrastructure and pedestrian and vehicular circulation can be accommodated within an 80-foot (80') right of way.
2. **Section 7 – Ordinance No. 86-4 (Right of Way and Road Classification).** This waiver is requested to allow for driveways of all residential types to be constructed as 20 feet (20') for front loaded product and fifteen feet (15') for alley loaded product from the edge of the driveway to the right-of-way. This waiver is justified because the smaller lot sizes necessary for TD development will not accommodate greater separation between driveways and rights-of-way.
3. **Section 8 – Ordinance No. 86-4 (Minimum Surface Course Width).** This waiver is requested to allow for the surface course width for Marginal Access Roads and Minor Streets to be reduced from forty feet (40') in width to thirty-six feet (36')

in width. This reduction is requested to allow for consistency with the goals of TD patterns and is consistent with current development patterns and trends.

4. **Ordinance No. 86-4 (Typical Curb Details).** This waiver is requested to allow for the following curb types: 6" raised ribbon curb, flush header curb, 18" low profile curb and gutter (Miami Curb) and 18" wide curb and gutter. The curb and gutters shall match the curb and gutter configurations as specified in the St. Johns County Standards and detail Manual (Resolution 2001-66) Detail 112A. The location of the requested curb types will be shown on the applicable incremental Master Development Plans. The waiver is justified because it allows for development of road sections that promote buildings with close proximity to travel lanes and maximize traffic calming techniques required in TD design patterns.

5. **2-Sections 2.02.04.B.2 and 4.4 of the LDC.** This waiver is requested to allow guest houses to exceed the height of the main structure. It is possible that the guest house structure will exceed the height of the main structure. This waiver will allow single story principal structures and detached garages with living area that may have a greater height than the main structures. This waiver is justified because it promotes the efficient use of land by allowing the construction of guest houses within the primary lot. The guest house will not exceed the height limitation for the applicable residential area.

6. **3-Section 2.02.04.B.5 and 2.02.04.C.3.3 of the LDC.** This waiver is requested to allow setbacks for mechanical equipment (such as air conditioning units and pads, heating equipment, solar panels, pool pumps, utility meters and similar installations, and servicing and housing for such equipment) shall to be 2 feet (2') from the property line. A minimum of 6 feet (6') shall be maintained between the mechanical equipment on one lot and the equipment on the adjacent lot to be located anywhere on the lot except in drainage or utility easements and between equipment on the same lot to serve the main structure and guest homes and garages (other than multiple unit groups serving the same structure). All equipment will be located outside of drainage and utility easements and within rear and side yards only. In order to accomplish the creative design in the TD District, it is necessary to have flexibility with respect to the location of accessory uses and mechanical equipment. However, a

minimum separation of 6 feet (6') must be maintained between the mechanical equipment on one lot and the mechanical equipment on the adjacent lot.

4. ~~Section 4.01.05.F.1.b(1).~~ This waiver is requested for development of lots and attached product pad areas to allow for land clearing and tree removal to occur on single-family lots in the TD District during the time of clearing for the rights-of-way. This waiver is requested regardless of grade change configurations on the lots and/or the building pad areas for attached products. This waiver is justified based on the higher densities and the smaller yards inherent in the traditional neighborhood design pattern of development.
7. ~~5. Section 5.03.03.B.1.a, b, c, d and e of the LDC.~~ This waiver is requested in residential areas within the TD District to allow reduction in front and side yard setbacks and setbacks for Accessory Structures and to eliminate the requirement for a wall, fence, landscaping or landscaped berm along Arterial Streets or Major Collectors and Collector Streets. The Development Criteria Table attached as Exhibit 1 lists the various minimum front and side yard setbacks and setbacks for Accessory Structures. On front loaded product with front facing garages, garages shall be setback 20 feet (20') from the right-of-way line. This waiver is justified because the reduced setbacks are necessary to implement traditional neighborhood design concepts. The setbacks shall be measured from the foundation wall of each structure.
6. ~~Section 5.03.03.B.2.~~ This waiver is requested to allow buildings and parking areas to be located along property lines adjacent to rights-of-way and residential uses. The TD District design requires constructing buildings adjacent to the road in some locations. This waiver is justified because traditional neighborhood design concepts advocate placement of buildings adjacent to sidewalks to create a traditional pedestrian-oriented "main street" environment, with "mid-block" shared-use parking generally placed behind buildings. When non-residential parcel boundaries divide contiguous parking fields, parking setbacks from property lines are not appropriate.
7. ~~Section 6.01.03.C.3 and E.3.~~ This waiver is requested in TD in residential areas to define the yard adjacent to Rear Lanes as a side yard for regulatory purposes and to allow setbacks listed for side yards as set forth in the Development Criteria Table attached as Exhibit 1. This waiver is

~~requested whether or not the alley serves as the primary access to the residence. Only one frontage on a corner or corner through lot will be considered a front yard and the other frontage is considered side yard. This waiver is justified because in traditional neighborhood districts, some homes are placed closer to the streets and access is provided at the rear of the property. In addition, the elimination of a wall, fence, landscaping or a berm allows for building to have a close relationship with the street as completed in TD design concepts.~~

8. **Section 6.01.3.H.** This waiver is requested to allow canopies and balconies to overhang the yard setbacks. This waiver is justified because the presence of canopies, balconies and other "overhanging facilities" is inherent in traditional neighborhood design concepts. A minimum vertical clearance of 10 feet (10') will be maintained above all pedestrian use areas and utility and drainage easements, and a minimum vertical clearance of 18 feet (18') must be maintained above any vehicle use area. The minimum horizontal clearance between adjacent overhanging structures will be 15 feet (15'). If canopies or other projections intrude on a setback, there will be maintenance easements provided where projections extend over the property line. The owner or tenant of each building to which a canopy, balcony or other "overhanging facility" is attached shall be responsible for maintaining the overhanging utility. If there are multiple overhanging facilities in a multi-tenant or multi-family building, the building owner or tenant or an applicable property owners' association shall be responsible for such maintenance.
9. **Section 6.02.02.B.** This waiver is requested to allow ~~pocket parks~~medians, islands, plazas and other recreational open space to be designated as parks. This waiver is justified because the innovative neighborhood design proposed for the project will include a number of creative passive park concepts. Safe access to all parks shall be demonstrated at the time of construction plan review. Appropriate means will be taken to assure safe access to the median park and maywill include crosswalks or signage.
10. **Section 6.03.01.** This waiver is requested to the requirement that all Structures with less than a ten (10) foot separation between Structures have automatic fire sprinkler systems or the required fire hydrants must provide an

additional 1000 gpm for two (2) hours over the standard flow requirement of Section 6.03.03. This waiver is justified because a seven (7) foot separation between Structures was approved for the PUD under Resolution 2003-56, and smaller separation between Structures is consistent with traditional neighborhood design development patterns that allow for denser, more compact and efficient development and use of land. In addition, all requirements of the Florida Fire Prevention Code (2004) will be met.

11. ~~Sections 6.04.04.B and F.~~ This waiver is requested to allow trees, landscaping and irrigation improvements to be installed in the road rights of way. This waiver is justified because the planting of trees and other landscaping within the rights-of-way is required to allow the implementation of a street tree program and to enhance the overall aesthetics of the project. One of the goals of the TD District is to promote walkable neighborhoods, and providing street trees to give shade to pedestrians is consistent with that goal. The Florida Department of Transportation clearance criteria will apply to the distance between trees and travel lanes. Decorative fencing or signage may be constructed within any right-of-way that is not dedicated to St. Johns County.
12. ~~Section 6.04.05 Access Management and Table 6.03.~~ This waiver is requested within the TD District to allow for smaller blocks and less distance between road and alley connections; closer spacing of non-residential driveways consistent with traditional neighborhood design concepts; and classification and design of alley intersections with local streets as "residential driveways" with respect to access management. This variance is justified by the traditional neighborhood design approach and the limited traffic volume and type and size of vehicles the alleys will serve. This waiver is also requested to allow minimum corner radius for TD District street and alley intersections "curb radius" to be 15 feet (15') for Village Roads and Village Lanes instead of 25 feet (25') and 25 feet (25') for the Spine Road where adjacent to the TD District instead of 30 feet (30') required for minor collectors. The request is justified because it complies with the traditional neighborhood design concept and will assist in making the roadways as pedestrian friendly as possible.
13. ~~Sections 6.04.07.C.1, 2 and 4 and Section 6.04.07.L.~~ This waiver is requested to the requirement of corner clips

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~~because as described above, tighter road cross sections are required to implement traditional neighborhood design concepts. Attached as Exhibits 3-A through 3-H are proposed roadway cross sections for the TD District. No corner clips greater than ten feet (10') shall be required within the TD District. This waiver is justified because it creates a more traditional relationship between architecture and the adjacent streets. Easements will be used to achieve the utility installations at intersections rather than within the rights-of-way if required by the utility provider.~~

- ~~14. Section 6.04.07.D. A waiver is requested to allow narrower lane widths within portions of the TD District and other areas, as shown on the cross sections in Exhibits 3-A through 3-H. This reduction in lane width is justified based on the compact traditional neighborhood design concepts.~~
- ~~15. Section 6.04.07E.3. This waiver is requested to allow minimum cul-de-sac pavement radii to be 33 feet (33') instead of 40 feet (40'). This waiver is justified due to the traditional neighborhood design concept and the requirement that cul-de-sac design will have to meet American Association of State Highway and Transportation Officials ("AASHTO") Geometric Design criteria. The design will also comply with applicable Fire Access Code criteria.~~
- ~~16. Sections 6.05.02.A and 5.03.06.H.8. This waiver is requested to allow on-street parking consistent with the cross sections attached as Exhibits 3-A through 3-H. This waiver is justified because an important component of traditional neighborhood design is on-street parking. On-street parking is also supported by Policy 2.1.10(c)(4) of the Comprehensive Plan.~~
- ~~17. Sections 6.05.02.(b) D and H. This waiver is requested to allow the joint use and shared use of all parking facilities, regardless of the distance from the use served. This waiver is justified because the TD District has been designed to create central parking areas to support the uses within the TD District that shall be located no more than 600 feet (600') from the use served. It is expected that guests of the TD District will visit more than one use at a time on one trip and so are better served by centralized parking. The sharing of parking also reduces the total number of parking spaces required.~~

18. ~~Section 6.06.03.C, D, E and F and 6.06.04.A and B.~~ This waiver is requested to allow for the development planned in the TD District. The waiver will allow elimination of landscape buffer areas along property lines interior to the development parcels. A waiver is also requested to eliminate the tree credit and screening requirements within the buffers adjacent to all vehicular use areas. This waiver is justified because the interior property lines do not require use buffers and are often screened from view by surrounding buildings.
19. ~~LDC Section 6.06.04.C.~~ This waiver is requested to allow for the development of "Green Streets" with a 40-foot wide right-of-way. This waiver is justified because it coincides with "one-way" only roads and is generally associated with road sections with large medians and green spaces. This section allows for adequate room to facilitate the necessary utility configurations. This waiver is necessary to allow for these one-way configurations which is consistent with traditional neighborhood design concepts that incorporate "tighter" roadway patterns.

- U. **Ownership/Agreement:** All successors in title to the Property shall be bound to the conditions of the approved PUD.

Relationship To DRI Development Order: All terms and conditions of the Saint Johns DRI Development Order applicable to the Six Mile Creek and Turnbull Creek Parcels shall be deemed to be terms and conditions of this PUD. In the event of a conflict between the terms of this PUD and the terms of the DRI Development Order, the terms of the DRI Development Order shall control.

- V. **Future Land Use Designation:** The entire PUD boundary is located within the DRI designation on the Comprehensive Plan Future Land Use Map. The total upland and wetland acreage within the PUD is addressed in Section C above.

DEVELOPMENT CRITERIA TABLE

SIX MILE CREEK PUD

Residential Development

<u>Single Family Estate (SFE)</u>	
Maximum Density	3.2 units per acre
Minimum Lot Width	55'
Minimum Lot Size	7,000 sq. ft.
Maximum Height	40'
Maximum Coverage of a Lot by Buildings	50%
Unit Description	detached
Setbacks	
Front	20'
Side ¹	5'
Rear	10'
Corner Lots ²	
<u>Single Family Condominium (SFC)</u>	
Maximum Density	5 units per acre
Minimum Lot Width	40'
Minimum Lot Size	4,000 sq. ft.
Maximum Height	35'
Maximum Coverage of a Lot by Buildings	50%
Unit Description	detached
Setbacks	
Front	20'
Side ¹	5'
Rear	10'
Corner Lots ²	
<u>Multi-Family (PH) - Attached</u>	
Maximum Density	6 units per acre
Minimum Lot Width	40'
Minimum Lot Size	4,000 sq. ft.
Maximum Height	40'
Unit Description	detached or attached
Maximum Coverage of a Lot by Buildings	50% (detached) N/A (attached)
Setbacks	
Front	20' (detached) 20' (attached ³)
Side ¹	5' (detached) 10' (attached ³)
Rear	10' (detached) 10' (attached ³)
Corner Lots (detached) ²	
¹ A minimum clearance of 7' between eaves shall be maintained. Projections as defined in Section 6.01.03.H.1 of the LDC shall be allowed within any setback with a minimum 7' separation between eaves. No air conditioning unit or similar structure shall be located in any side yard less than 7.5'. No structure shall be closer than 5' to the property line. ² Corner Lots and Through Lots shall have one front yard; the other front yard shall be considered as a rear yard. ³ The attached PH setbacks shall be measured from the parent parcel property line to the wall of the structure.	

DEVELOPMENT CRITERIA TABLE

SIX MILE CREEK PUD

Residential Development

<u>Two Home (PH) Zero Lot Line PH</u>	
Maximum Density	6 units per acre
Minimum Lot Width ¹	35'
Minimum Lot Size	5,000 sq. ft.
Maximum Height	40'
Maximum Coverage of a Lot by Buildings	50%
Unit Description	detached or attached
Setbacks	
Front	10' (side entry garage) 25' (front entry garage)
Rear	15'
Side ²	0'/15'
¹ A 5-foot easement shall be provided along the lot perimeter adjacent to a zero setback dwelling for maintenance of the structure and shall be shown on the plat. The roof will be designed to limit the water runoff from the dwelling to the easement area. ² The structure may be located along one interior property line except where the unit is located at the end of a sequential row of units and cannot be placed on a lot line without attaching to an adjacent unit. In that event, a minimum spacing of 5' shall be provided from the dwelling on the adjacent lot. The side yard on the other interior side property line shall be 15' excluding connecting elements such as fences or walls.	
<u>One Home (TH)</u>	
Maximum Density	8 units per acre
Minimum Lot Width	20'
Minimum Lot Size	1,000 sq. ft.
Maximum Height	40'
Unit Description	detached or attached
Maximum Coverage of a Lot by Buildings	50% (detached) N/A (attached)
Setbacks	
Front	20' (detached) 20' (attached ³)
Side ¹	5' (detached) 10' (attached ³)
Rear	10' (detached) 10' (attached ³)
Corner Lots (detached) ²	
¹ A minimum clearance of 7' between eaves shall be maintained. Projections as defined in Section 6.01.03.H.1 of the LDC shall be allowed within any setback with a minimum 7' separation between eaves. No air conditioning unit or similar structure shall be located in any side yard less than 7.5'. No structure shall be closer than 5' to the property line. ² Corner Lots and Through Lots shall have one front yard; the other front yard shall be considered as a rear yard. ³ The attached TH setbacks shall be measured from the parent parcel property line to the wall of the structure.	
<u>Multi-Family (MF)</u>	
Maximum Density	N/A
Maximum Lot Coverage	N/A
Minimum Lot Size	N/A
Minimum Lot Width	N/A
Maximum Height	50'
Unit Description	attached
Setbacks ¹	
Front	20'
Rear	10'
Side	10'
¹ The MF setbacks are measured from the parent parcel property line to the wall of the structure.	
<u>Accessory Structures (Detached)</u>	
Side Yard ¹	5'
Rear	5'
Top of bank	5'
Detached Accessory Structures ²	5'
¹ No air conditioning units or similar structures will be located in a side yard of less than 7.5'. ² Detached Accessory Structures (other than guest houses) that are separated from the main structure by not less than 10' may be located in a side or rear yard but not less than 5' from any lot line.	

DEVELOPMENT CRITERIA TABLE

SIX MILE CREEK PUD

Residential Development

<u>Additional Development (AD)</u>	
Maximum Density	12 units per acre
Minimum Lot Width	35' (detached) 18' (attached)
Minimum Lot Size	N/A <u>1,800 sq. ft.</u>
Maximum Height ²	40' (detached and attached) 50' (attached MF)
Maximum Coverage of a Lot by Buildings	70%
Unit Description	detached, attached
Setbacks	
Front ²	10' (detached ³) 0' (attached ⁵)
Side ⁴	5' (detached) none (attached ⁵)
Rear	0' (All descriptions ⁵)
<u>Alley</u>	
Corner Lots⁶	
¹ Additional TD Design Criteria is set forth on Exhibit 2 and Exhibits 3-A through 3-H of the Six Mile Creek PUD Master Development Plan Text. ² When two or more uses (uses) will occupy the same building, and the height limits for those uses are different, the greater height will be allowed. Any structures greater than 35 feet (35') in height will be protected by automatic sprinkler systems as required under the Florida Fire Prevention Code (2004). ³ Porches, stoops and handicap ramps may encroach up to 5 feet (5') into the front yard setback. Retaining walls, fences and steps may be located on the Property line. ⁴ A minimum clearance/separation of 7 feet (7') between eaves shall be maintained. Setbacks for mechanical equipment (such as air conditioning units, heating equipment, solar panels, pool pumps, and similar installations, and servicing and housing for such equipment) shall be 2 feet (2'). A minimum of 6 feet (6') shall be maintained between the mechanical equipment on one lot and the equipment on the adjacent lot <u>and between equipment on the same lot to serve the main structure and guest homes and garages (other than multiple unit groups serving the same structure).</u> ⁵ Attached product setbacks shall be measured from the parent parcel property line to the <u>foundation</u> wall of the structure. Detached product setbacks shall be measured from the lot line to the foundation wall of the structure. ⁶ Corner Lots and Through Lots <u>and Alley-loaded lots (whether or not the alley serves as the primary access to the residence)</u> shall have one front yard; the other front yard shall be considered a <u>rearside yard with the minimum width specified above.</u> ⁷ On front-loaded product with front facing garages, the garages shall be set back 20 feet (20') from the right-of-way.	
<u>Accessories</u>	
Side Setback ^{1,2}	(attached or detached) 2'
Rear ^{1,2}	0'
¹ For detached Accessory Structures, a minimum of 6 feet (6') shall be maintained between detached garages, mechanical equipment, (such as air conditioning units, heating equipment, solar panels, pool pumps and similar installations and servicing and housing for such equipment) on one lot and the equipment or detached garage on the adjacent lot. ² Pools and pool enclosures shall have a minimum side yard setback of 2 feet (2') rear and a minimum rear yard setback of 5 feet (5').	

DEVELOPMENT CRITERIA TABLE**SIX MILE CREEK PUD****Commercial Development**

Commercial/Residential	
Impervious Surface Ratio (ISR)	85% per parcel
Maximum Height ¹	50'
Maximum Intensity	151,000 sq. ft.
Setbacks ²	
Front	20'
Side	10'
Rear	10'
¹ When two or more uses will occupy the same building, and the height limits for those uses are different, the greater height will be allowed. ² Setbacks for commercial buildings and storage shall be 20' along property lines adjacent to road rights-of-way and adjacent to residential uses. Setbacks are measured from the commercial parcel property line to the wall of the structure.	

Additional TD District Design Criteria

Within the TD District, the following Design Criteria may apply:

Street Character and Access Management – The TD District will contain a network of streets and lanes. Urban in character and human in scale, these networks are intended to emphasize pedestrian circulation, but will provide for vehicular movements as well as parking. Street furniture, landscaping, street trees and decorative pavement treatments are integral characteristics of these networks in the TD District. The location of the pavement sections will vary within the road rights-of-way to achieve the TND goal of allowing buildings that directly front the street.

Road sections will contain various types of curbs. The curbs may be flush header curb, 6" raised ribbon curb, 18" low profile curb and gutter (Miami curb) or 18" wide curb and gutter. The curb and gutters shall match the curb and gutter configurations as specified in the St. Johns County Standards and Detail Manual – Resolution 2001-66, Detail 112A. Curb locations will be shown on applicable incremental Master Development Plans.

Brick pavers and concrete pavers shall be permitted in the road rights of way. Paver locations will be shown on the applicable incremental Master Development Plans.

The street network in the TD District will be identified as Arterial Streets, Collector Streets, Minor Streets and Marginal Access Roads. Alleys will be provided for rear access product to provide direct access and services to residences. The following is a description of the street types as defined in Section 7 of St. Johns County (Paving and Drainage) Ordinance No. 86-4 that are classified according to the number of units served. The road classifications and the roadway criteria specified herein apply to all roadways within the project regardless of the type of use served.

Arterial Street – A primary mode of circulation intended to provide access and services to the community. This street will serve 500 or more units. Specific criteria is defined in the table below.

Collector Street – A main thoroughfare secondary to an arterial street providing direct access and services to residences. This street will serve a minimum of 201 units and a maximum of 500 units. Specific criteria is defined in the table below.

Minor Street – A village street providing direct access and services to residences and community support areas. This street will directly serve a minimum of 26 units and maximum of 200 units. Specific criteria is defined in the table below.

Marginal Access Roads – A village street providing direct access and services to residences and community support areas. This street will directly serve a minimum of one unit and a maximum of 25 units. Specific criteria is defined in the table below.

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EXHIBIT 2
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~~The street network in the TD District will be identified as Road Type H (alleys), Neighborhood and Village Streets (Road Type B, Type C, Type D, Type E, Type F and Type G) and a Spine Road (Road Type A). The Road Type A is the main thoroughfare for Six Mile Creek South but will follow specific design criteria where adjacent to the TD District. The Road Type B may also provide access to other residential areas in Six Mile Creek South. Road Type B, Type C, Type D, Type E, Type F and Type G are intended to provide access and frontage to the residential areas of the TD District. Road Type H functions as alleys and are the networks intended to provide an alternative to the primary access and in some cases, are the primary access to the uses proposed within the TD District. Typical TD District streets are illustrated by cross sections attached as Exhibits 3-A through 3-H to the Six Mile Creek PUD Master Development Plan Text.~~
Specific design criteria for TD District streets are described in the following table:

(00135659.DOC.3) Redline 135659 to 127517.5

EXHIBIT 2
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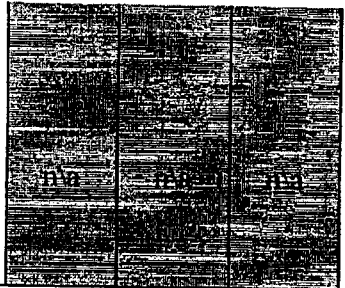
Traditional Development Street Character Classifications

Roadway Element	Road Type <u>A Arterial Street</u>	Road Type <u>B Collector Street</u>	Road Type <u>C Minor Street</u>	Road Type <u>D Marginal Access</u>	Road Type <u>E</u>	Road Type <u>F</u>	Road Type <u>G</u>	Road Type <u>H Alley</u>
Right-of-Way Width	80 ft.	70 ft.	60 ft.	54 ft.	50 ft.	48 ft.	46 ft.	20 ft.
Easement Width	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
On-Street Parking	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of Lanes	2	2	2	2	2	2	2	1
Pavement Width ⁽²⁾	24 ft.	36 ft.	32 ft.	26 ft.	24 ft.	22 ft.	20 ft.	14 ft.
On-Street Parking	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Design Speed	30 MPH	20 MPH	20 MPH	20 MPH	20 MPH	20 MPH	20 MPH	n/a
Minimum Centerline Radius	300 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.	60 ft.
Street Parking	n/a	yes	yes	n/a	n/a	n/a	n/a	n/a
Sidewalk Width ⁽⁴⁾	5 ft. ⁽¹⁾	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	n/a
Intersection Curb Radius ⁽⁴⁾	25 ft.	15 ft. ⁽³⁾	15 ft. ⁽³⁾	15 ft. ⁽³⁾	15 ft.	15 ft.	15 ft.	12 ft.
Horizontal Clearance	4 ft.	4 ft.	4 ft. ⁽²⁾	4 ft. ⁽²⁾	4 ft.	4 ft.	4 ft.	n/a

{00135659.DOC.3} Redline 135659 to 127517.5

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Adjacent to Travel Lanes						
Horizontal Clearance						
Horizontal Clearance	n/a	4 ft.	4 ft.	n/a 4 ft.		n/a
Adjacent to Street Parking						

- (1) Pedestrian circulation ~~includes~~ may include a sidewalk on one side of the road and a multi-purpose path on the other side. Where a multi-use path is provided, it will have a minimum width of 5' and may be either pervious or impervious.
- (2) The street area defined by the right of way is described above 40 feet (40'), additional median area for this roadway element varies in width and shall be defined as a park tract. surface course of one-way streets shall be a minimum of 15 feet (15') in width. The minimum width of surface course for divided roads shall also be 15 feet (15') per side.
- (3) ~~Curb radii at intersections may be reduced to 15 feet (15'), (see items (c) below).~~
- (3) Curb radii at intersections will be reduced up to 15 feet (15'), (see items (c) below). Intersection curb radii may be reduced during final engineering approval based on the following criteria:
 - (a) Adequate site distance
 - (b) Adequate truck and school bus turning radii or provisions for designated truck and school bus routes
 - (c) Demonstration of special design configurations allowing for turning movements associated with these areas. These may include the incorporation of mountable curbs with reinforced aprons, bollards\pedestrian control methods.
- (4) ~~Corner Clips may~~ shall be reduced to ten feet (10') if it is demonstrated that all utilities can be accommodated.

Access Management Criteria – The access management criteria is as follows:

Access Management Table¹

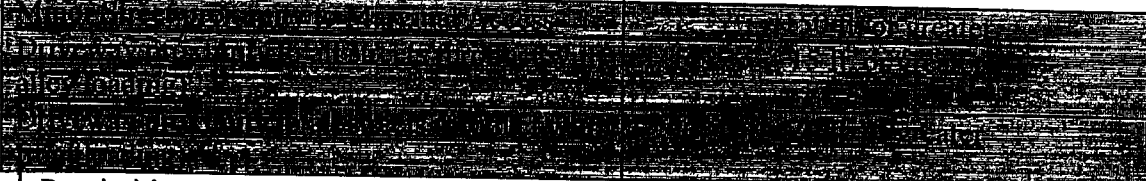
Road Type	Spacing
Driveways <u>Alley proximity to Road Type H any type of street</u>	40 ft. <u>or greater</u>
Road Type D, Road Type E <u>Arterial Street proximity to Road Type F, Road Type G Alleys</u>	300 <u>70</u> ft. <u>or greater</u>
Road Type D, Road Type E and Road Type F, Road Type G <u>Arterial Street proximity to Driveway and Road Type H Collector Street, Minor Street or Marginal Access</u>	150 <u>200</u> ft. <u>or greater</u>

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EXHIBIT 2

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Road Type B and Road Type C Spacing Collector Street proximity to Minor Street or Marginal Access	150200 ft. or greater
	

Proximities are measured from the right-of-way to the edge of the road type.
Parking the required quantity and configuration of parking spaces for each use within the TD District shall be based on the St. Johns County Zoning Ordinance with the following exceptions:

On-Parking On-street parking shall be allowed within the right-of-way in accordance with St. Johns County (Paving and Drainage) Ordinance No. 86-4. On-street parking and common off-site parking areas within the TD District shall be credited to the required parking for each individual use. all residential product types and community support facilities. The parking requirements for all product types (except detached housing) may be met through the above on-site or off-site or on-street parking areas.

Parking requirements for all uses (except detached housing) may be met through the above on-site or off-site or on-street parking areas within a 600-foot radius of the parent use.

Shared parking is permitted for any parking spaces intended to be utilized for more than one use where persons using the spaces are unlikely to use the space at the same time of day. A maximum of 70% of the required parking spaces for any use can be shared. Evidence of the required parking spaces and an easement for use of the shared parking must be submitted with the final development plan or engineering approval.

In all cases, it must be demonstrated that parking for any use in the TD District will not rely on future development which may or may not be constructed. Each incremental phase of development must support itself with regard to minimum parking requirements.

Street parking will be permitted in the TD District and will be clearly marked. Parallel on-street parking will measure 8 feet (8') in width by 22 feet (22') in length (includes gutter width). Angled parking will be allowed within the Village Road (Road Types B and C) right-of-way of Minor Streets and the Marginal Access Roads. Angled parking will be 45 degrees and will measure 9 feet (9') in width and 16.5 feet (16.5') in depth (includes gutter width).

Lots and Building Configurations – Stoops, front porches and handicap ramps may encroach into the required front yard setbacks yards of any building within the TD District.

Attached housing and community support:

{00135659.DOC.3} Redline 135659 to 127517.5

EXHIBIT 2
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Colonnades, arcades and awnings may be constructed over public sidewalks beyond the front property line at a minimum clear height of ten feet (10') (excluding signage or lighting, which). Signage and lighting will be at a minimum clear height of seven and one-half feet (7.5'). Unenclosed balconies and arcades with a minimum of ten feet (10') of clearance above the grade shall be permitted to. The unenclosed balconies may extend up to six feet (6') beyond the property line and over the sidewalk for all uses except detached housing over the adjacent sidewalk. Arcades may protrude up to twelve feet (12') and over the adjacent sidewalk. Arcades and associated support devices will not be closer than 4 feet (4') from the face of curb.

Privately owned streets, parking areas, parking access driveways and private drives may be spanned by architectural structures. These structures will have a minimum of 18 feet (18') of height clearance (measured from the highest point of the drive covered) and minimum of 2 feet (2') of horizontal clearance at the edges (shoulders). vertical height clearance above all vehicular use areas. The minimum horizontal clearance between adjacent overhanging structures will be 15 feet (15').

Site Clearing and Landscaping – Mass clearing of lots and rights-of-way shall be allowed within the TD District. Tree mitigation and planting will comply with the St. Johns County (Landscape) Ordinance No. 90-11. Cleared Protected Trees as defined in Ordinance No. 90-11 will be replenished on an overall site basis. Removed Protected Trees in common areas may be replaced or preserved on private lots and removed Protected Trees on private lots may be replaced or preserved in common areas.

To facilitate the phased development of the Project, mitigation for any Protected Trees removed for excavation and land clearing activities and to satisfy the Twenty-Five Tree Credit Rule (St. Johns County Ordinance 90-11, Section 5uu) within the TD District, the mitigation may be bonded to guarantee its performance and payment. No tree mitigation performance/payment bond submitted shall exceed a period of 36 months, but may be renewed at the option of the County. Bonding shall coincide with the As-Built approval for each phase of the project and shall be submitted as a request on the construction plans. The bond shall be in an amount equal to 115% of the fair market price for the required Tree mitigation.

Based on the development pattern in the TD District and the potential densities, mass clearing of lots and rights of way is allowed within the TD District.

All roadways within the TD District will include sidewalks, street trees and other landscaping and irrigation improvements, and lighting fixtures and equipment within the road rights of way. Decorative fencing or signage may be constructed within any right-of-way that is not dedicated to St. Johns County. The Florida Department of Transportation clearance criteria will apply to the distance between trees and travel lanes.

Additional Setback Criteria – The setbacks for the TD development ~~Development~~ are included in the Development Criteria Table attached as Exhibit 1. ~~All setbacks may be subject to drainage easements. Single family eaves shall not protrude over lot lines.~~ Setbacks for mechanical equipment (such as air conditioning units, heating equipment,

{00135659.DOC.3} Redline 135659 to 127517.5

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solar panels, pool pumps, and similar installations, and servicing and housing for such equipment) shall be 2 feet (2'). A minimum of 6 feet (6') shall be maintained between the mechanical equipment on one lot and the equipment on the adjacent lot. Pool enclosures shall not protrude into side yard setbacks but may protrude up to 5 feet (5') into rear yard setbacks. Streetscape—All roadways within the TD District may include sidewalks, street trees, and lighting within the road rights-of-way 1 to the PUD Text.

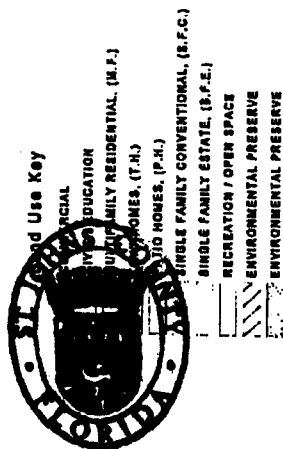
Recreation – Active and passive parks are permissible in the TD District. Proposed parks in ~~this~~ the TD district may be open spaces located adjacent to roadways in medians within roadways (Road Type B, Type C, Type D, Type E, Type F and Type G Minor Streets and Marginal Access) and within alleys (Road Type H). Parks located interior to these roadways shall be platted as a separate tract and shall not be part outside of the street right-of-way. These The acreage of park areas and open spaces shall may be aggregated by area to satisfy the minimum requirement of the PUD. Parks located as tracts in rights of way or alleys shall provide the appropriate signage crosswalks and safety measures.

{00135659.DOC.3} Redline 135659 to 127517.5

EXHIBIT 2
Page 7 of 88

ORDINANCE BOOK 41 PAGE 852

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY AS APPEARS ON RECORD IN ST. JOHNS COUNTY, FLORIDA WITNESS MY HAND AND OFFICIAL SEAL THIS 19th DAY OF September 2006
CHERYL STRICKLAND, CLERK
 Ex-Officio Clerk of the Board of County Commissioners
 BY: Wenne King D.C.



ORDINANCE BOOK 41 PAGE 853

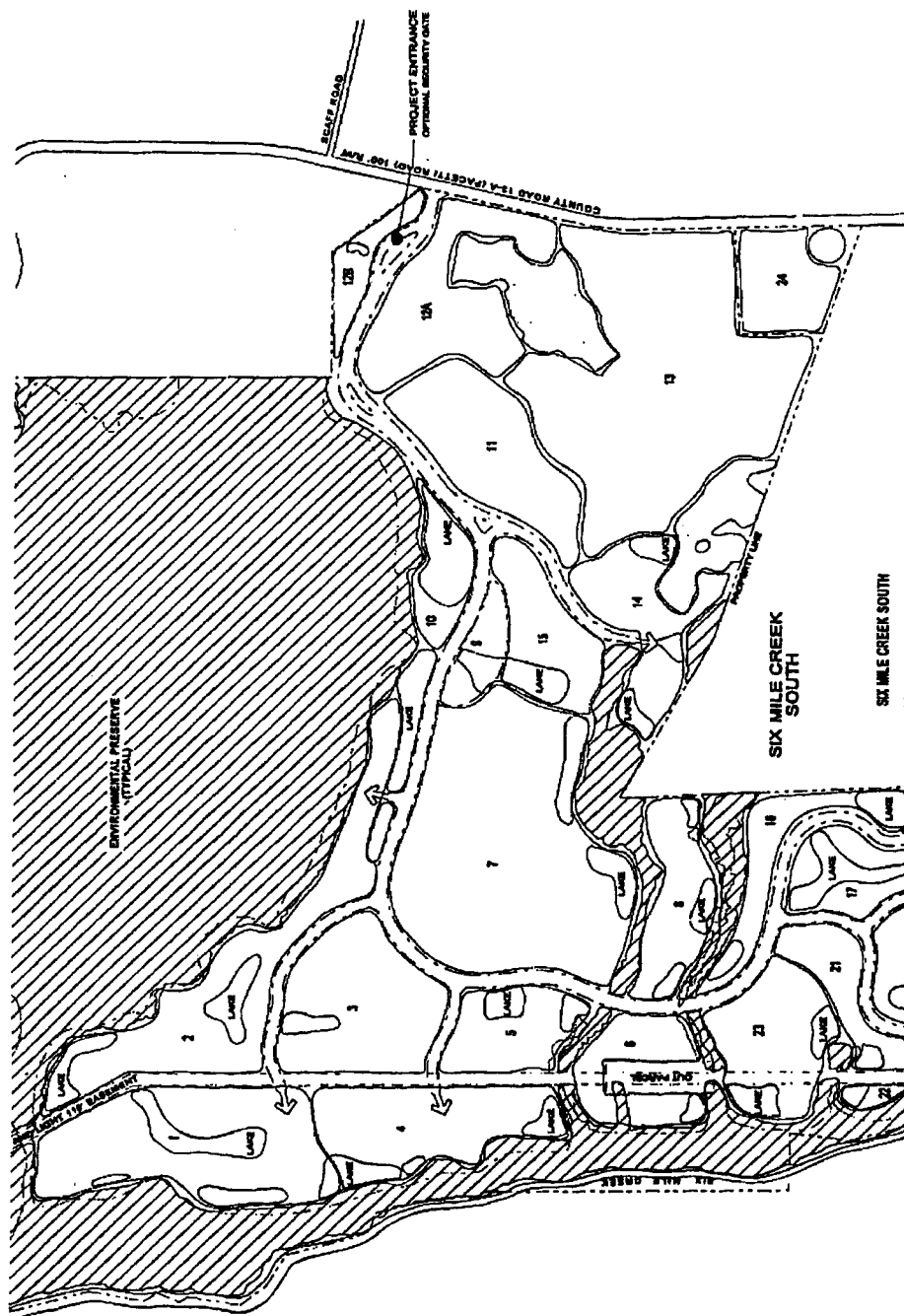
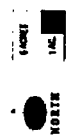
SAINT JOHNS

A SJ LAND ASSOCIATES, L.L.C. DEVELOPMENT

MASTER DEVELOPER
 LANDSCAPE ARCHITECTS
 LEGAL COUNSEL
 PROJECT ENGINEERS
 ECOLOGIST

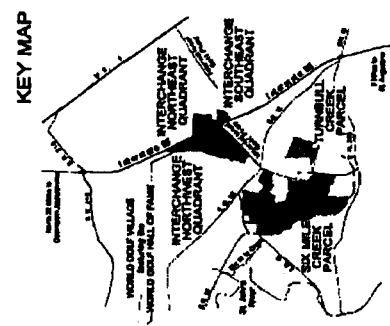
DAVIDSON DEVELOPMENT INC.
 BDAY INC.
 PAPPAS, MITCHELL, JONES & MILLER, P.A.
 ENGLAND, TEIGS & MILLER, INC.
 BAKALA & ASSOCIATES, INC.

NOTES: THE LOCATIONS, SIZES, SHAPES, AND USES OF DEVELOPMENT PARCELS, LOT CORNERS, EASES, LINES, ETC., ARE BASED ON THE INFORMATION PROVIDED BY THE DEVELOPER AND ARE NOT GUARANTEED BY THE ENGINEER.



NO.	LAND USE	ACRES	COMMENTS
1	RESIDENTIAL	54.00	S.F.C.
2	RESIDENTIAL	31.00	S.F.C.
3	RESIDENTIAL	34.00	S.F.C.
4	RESIDENTIAL	34.00	S.F.C.
5	RESIDENTIAL	11.00	S.F.C.
6	RESIDENTIAL	11.00	S.F.C.
7	RESIDENTIAL	11.00	S.F.C.
8	RESIDENTIAL	28.00	S.F.C.
9	RESIDENTIAL	8.70	T.H.
10	RESIDENTIAL	12.70	M.F.
11	RESIDENTIAL	34.00	T.H.
12	RESIDENTIAL	34.00	T.H.
13	RESIDENTIAL	107.00	T.H.
14	RESIDENTIAL	22.00	T.H.
15	RESIDENTIAL	11.00	S.F.C.
16	RESIDENTIAL	17.00	S.F.C.
17	RESIDENTIAL	22.00	S.F.C.
18	RESIDENTIAL	17.00	S.F.C.
19	RESIDENTIAL	11.00	S.F.C.
20	RESIDENTIAL	11.00	S.F.C.
21	RESIDENTIAL	11.00	S.F.C.
22	RESIDENTIAL	11.00	S.F.C.
23	RESIDENTIAL	11.00	S.F.C.
24	RECREATIONAL	11.00	ELEMENTARY

NOTE: All parcels may contain community or neighborhood parks. (A minimum of 10% of parcels or portions thereof will be provided). There shall be no increase in the total number of residential units allowed within Six Mile Creek South of the Six Mile Creek PUD.



MAP H
 MASTER DEVELOPMENT PLAN
 SIX MILE CREEK PARCEL

THIS DOCUMENT PREPARED
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQUIRE
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**NOTICE OF
DRI/DEVELOPMENT ORDER MODIFICATION**

IT LAND ASSOCIATES, LLC, a Florida limited liability company, and **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, the developers of the Saint Johns Development of Regional Impact, hereby record this notice pursuant to the requirements of Section 380.06(15)(f), Florida Statutes.

The purpose of this document is to provide notice that the St. Johns County Board of County Commissioners adopted a modification to the Saint Johns Development of Regional Impact Development Order on November 15, 2011, under Resolution 2011-335.

The original development order and previous amendments have been approved as follows:

The original development order was approved by Resolution 91-130, as modified by Resolutions 91-183, 94-211, 95-06, 96-102, 96-233, 98-126, 98-179, 99-20, 99-173, 2002-53, 2003-116, 2004-133 and 2006-290.

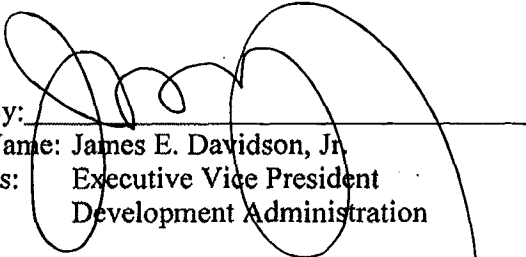
The Saint Johns Development of Regional Impact Development Order is a land development regulation applicable to the real property described on the attached Exhibit "A". The Saint Johns Development of Regional Impact Development Order and any modifications to that development order may be examined in the offices of the St. Johns County Planning and Zoning Department located at 4020 Lewis Speedway, St. Augustine, Florida.

As specified in Section 380.06(15)(f), Florida Statutes, recording of this notice shall not constitute a lien, cloud or encumbrance on real property, or actual or constructive notice of any such lien, cloud or encumbrance.

{00196680.DOC.}

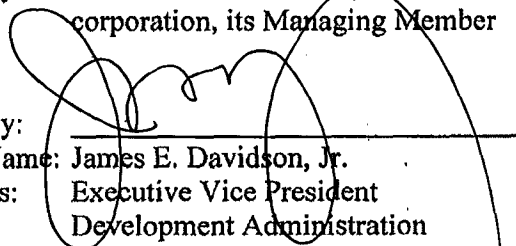
IN WITNESS WHEREOF, the developer has caused its duly authorized agent, Davidson Development, Inc., to execute and record this notice on its behalf this 7th day of December, 2011.

IT LAND ASSOCIATES, LLC, a Florida limited liability company

By: 
Name: James E. Davidson, Jr.
Its: Executive Vice President
Development Administration

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

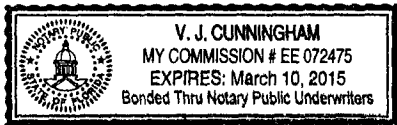
By: SJ LAND COMPANY, a Delaware corporation, its Managing Member

By: 
Name: James E. Davidson, Jr.
Its: Executive Vice President
Development Administration

{00196680.DOC.}

STATE OF FLORIDA)
)SS
COUNTY OF St. Johns)

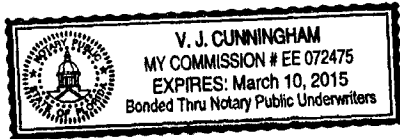
The foregoing instrument was acknowledged before me this 7th day of December, 2011, by **JAMES E. DAVIDSON, JR.**, Executive Vice President, Development Administration of **IT LAND ASSOCIATES, LLC**, a Florida limited liability company, behalf of the company.



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

STATE OF FLORIDA)
)SS
COUNTY OF St Johns)

The foregoing instrument was acknowledged before me this 7th day of December, 2011 by **JAMES E. DAVIDSON, JR.**, the Executive Vice President, Development Administration of **SJ LAND COMPANY**, a Delaware corporation, the managing member of **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of the company.



VJ Cunningham
(Print Name VJ Cunningham)
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 _____

{00196680.DOC.}

EXHIBIT "A"

(Property)

{00196680.DOC,}



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ST. JOHNS INTERCHANGE TRACT 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 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 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°20'46" 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 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

57204/051.CCS/05211.02

- 1 -

EXHIBIT "A"
PAGE 1 OF 13

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, 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 676.83 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.

52104/052.C75/882211.62

- 2 -

EXHIBIT "A"
PAGE 2 OF 13



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ST. JOHNS INTERCHANGE TRACT SOUTHEAST QUADRANT

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOGETHER WITH A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 14 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 NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE NORTH LINE OF SAID SECTION 14 AND ALONG THE CENTERLINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 1390.41 FEET; THENCE SOUTH $00^{\circ}24'16''$ WEST, A DISTANCE OF 33.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $00^{\circ}24'16''$ WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 1183.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 583.89 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 214.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $10^{\circ}56'22''$ WEST AND A CHORD DISTANCE OF 213.51 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $21^{\circ}28'28''$ WEST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 206.71 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A DISTANCE OF 198.00 FEET; THENCE SOUTH $21^{\circ}28'28''$ WEST, A DISTANCE OF 216.68 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST, A DISTANCE OF 435.88 FEET; THENCE SOUTH $25^{\circ}06'46''$ WEST, A DISTANCE OF 281.02 FEET; THENCE SOUTH $81^{\circ}18'57''$ WEST, A DISTANCE OF 649.70 FEET; THENCE SOUTH $12^{\circ}19'58''$ EAST, A DISTANCE OF 148.69 FEET; THENCE SOUTH $81^{\circ}19'58''$ WEST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 598.47 FEET; THENCE NORTH $27^{\circ}32'59''$ WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 154.32 FEET; THENCE NORTH $24^{\circ}32'59''$ WEST LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO AFORESAID INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 676.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 593.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $08^{\circ}23'59''$ WEST AND A CHORD DISTANCE OF 585.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $07^{\circ}45'01''$ EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 682.79 FEET TO THE POINT OF CURVE OF A

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CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 336.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 412.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°55'36" EAST AND A CHORD DISTANCE OF 387.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78°06'12" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 210.20 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3690.72 FEET; THENCE EASTERLY CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 417.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°17'36" EAST AND A CHORD DISTANCE OF 417.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°32'10" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAMP, A DISTANCE OF 882.93 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 71°47'29" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 314.99 FEET; THENCE NORTH 89°32'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 429.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 114.06 ACRES MORE OR LESS.

INTENDED TO BE THE SAME LANDS AS THOSE DESCRIBED IN OFFICIAL RECORDS VOLUME 837, PAGE 810, LESS AND EXCEPT THE INTERCHANGE PARCEL CONVEYED TO FLORIDA DEPARTMENT OF TRANSPORTATION.

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SAINT JOHNS INTERCHANGE TRACT NORTHEAST QUADRANT

PART OF SECTIONS 2 AND 3 TOGETHER WITH ALL OF SECTION 10 LYING EAST OF INTERSTATE 95 RIGHT-OF-WAY (A VARIABLE RIGHT-OF-WAY WIDTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431) TOGETHER WITH ALL OF SECTION 11 LESS AND EXCEPT THE EAST 1/2 OF, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART LYING IN AND WEST OF INTERSTATE 95 RIGHT-OF-WAY, 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 SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERNATIONAL GOLF PARKWAY TO INTERSTATE 95, A DISTANCE OF 102.42 FEET, SAID POINT BEING THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 706.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 215.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 65°55'06" WEST AND A CHORD DISTANCE OF 214.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 57°09'40" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1048.98 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1051.92 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 528.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°45'46" WEST AND A CHORD DISTANCE OF 523.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°21'52" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERNATIONAL GOLF PARKWAY TO INTERSTATE 95 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, A DISTANCE OF 1695.35 FEET; THENCE NORTH 27°32'59" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 3030.53 FEET; THENCE NORTH 89°18'55" EAST, LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4946.39 FEET; THENCE SOUTH 00°11'37" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF SECTION 11 AND A NORTHERLY PROJECTION THEREOF, A DISTANCE OF 4057.34 FEET; THENCE SOUTH 89°11'13" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1311.89 FEET; THENCE SOUTH 00°23'04" WEST ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1202.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 388.30 ACRES MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED

(INGRESS & EGRESS EASEMENT BY OFFICIAL RECORDS BOOK 819, PAGE 1538)

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PART OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 11, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11 TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM NINE MILE ROAD TO INTERSTATE 95 (A VARIABLE RIGHT-OF-WAY WIDTH BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431), A DISTANCE OF 102.42 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'04" EAST, A DISTANCE OF 212.70 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 610.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°27'18" EAST AND A CHORD DISTANCE OF 585.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 60°28'02" EAST, A DISTANCE OF 415.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 715.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°50'26" EAST AND A CHORD DISTANCE OF 612.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH 25°09'10" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°27'50" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF SAID RAMP LEADING FROM NINE MILE ROAD TO INTERSTATE 95, A DISTANCE OF 70.00 FEET; THENCE SOUTH 89°11'12" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 165.01 FEET; THENCE SOUTH 89°32'10" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 399.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 3948.72 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 455.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°14'03" WEST AND A CHORD DISTANCE OF 454.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°13'16" WEST CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 259.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 706.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 260.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°13'38" WEST AND A CHORD DISTANCE OF 258.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.00 ACRES MORE OR LESS.

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SIX MILE CREEK PARCEL

A PART OF SECTIONS 18, 19, 31 AND 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, SECTIONS 24, 25, AND 46, TOWNSHIP 6 SOUTH, RANGE 27 EAST, SECTIONS 6, 38, AND 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $63^{\circ}23'48''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 54.96 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 12.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $63^{\circ}46'47''$ EAST, AND A CHORD DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 922.37 FEET; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT-OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 224.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $71^{\circ}07'58''$ EAST, AND A CHORD DISTANCE OF 223.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $02^{\circ}36'50''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1127.96 FEET; THENCE NORTH $87^{\circ}23'36''$ EAST, A DISTANCE OF 1337.89 FEET; THENCE NORTH $02^{\circ}36'44''$ WEST, A DISTANCE OF 764.85 FEET; THENCE NORTH $83^{\circ}08'33''$ EAST, A DISTANCE OF 299.81 FEET; THENCE NORTH $02^{\circ}37'28''$ WEST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF WAY LINE OF STATE ROAD 16, A DISTANCE OF 466.00 FEET; THENCE NORTH $83^{\circ}08'48''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF WAY LINE A DISTANCE OF 156.33 FEET; TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1399.69 FEET; THENCE EASTERLY CONTINUING ALONG SAID RIGHT-OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 238.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $88^{\circ}02'04''$ EAST, AND A CHORD DISTANCE OF 238.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $87^{\circ}04'40''$ EAST, CONTINUING ALONG SAID RIGHT-OF WAY LINE A DISTANCE OF 698.07 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 826 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $02^{\circ}55'34''$ WEST, CONTINUING WITH SAID LANDS A DISTANCE OF 735.09 FEET; THENCE SOUTH $20^{\circ}16'19''$ WEST, CONTINUING WITH

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SAID LANDS A DISTANCE OF 1699.97 FEET; THENCE SOUTH 31°54'53" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 506.42 FEET; THENCE NORTH 20°16'15" EAST, CONTINUING WITH SAID LANDS A DISTANCE OF 1916.58 FEET; THENCE NORTH 02°55'02" EAST, TO ITS INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, A DISTANCE OF 943.99 FEET; TO THE A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 988.37 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 376.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°53'53" EAST, AND A CHORD DISTANCE OF 373.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 70°59'57" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 330.65 FEET; THENCE SOUTH 72°33'50" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2244.12 FEET; THENCE NORTH 21°23'43" EAST, A DISTANCE OF 649.77 FEET; THENCE SOUTH 70°32'01" EAST, A DISTANCE OF 608.86 FEET; THENCE SOUTH 26°43'11" WEST, A DISTANCE OF 285.03 FEET; THENCE SOUTH 70°31'16" EAST, A DISTANCE OF 679.30 FEET; THENCE SOUTH 36°14'16" WEST, A DISTANCE OF 2704.77 FEET; THENCE SOUTH 50°27'22" EAST, TO ITS INTERSECTION WITH THE CENTERLINE OF A 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 2806.29 FEET; THENCE NORTH 68°58'53" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 349.74 FEET; THENCE NORTH 38°41'04" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1062.99 FEET; THENCE NORTH 24°03'39" EAST, A DISTANCE OF 160.94 FEET; THENCE SOUTH 61°21'45" EAST, LEAVING SAID CENTERLINE, A DISTANCE OF 339.53 FEET; THENCE SOUTH 72°23'10" EAST, TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 13-A A 100 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 2613.00 FEET; THENCE SOUTH 19°34'54" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2235.43 FEET; THENCE NORTH 74°25'19" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1538.50 FEET; THENCE SOUTH 54°40'52" WEST, A DISTANCE OF 179.18 FEET; THENCE SOUTH 85°05'50" WEST, TO THE NORTHERLY CORNER OF LOT 5 AS SHOWN ON PLAT OF MILL CREEK ESTATES RECORDED IN MAP BOOK 14 PAGE 106 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 581.87 FEET; THENCE SOUTH 79°01'51" WEST, ALONG THE NORTHERLY LINE OF LOTS 6 AND 7 OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 1074.93 FEET; THENCE SOUTH 73°19'50" WEST, ALONG THE NORTHERLY LINE OF LOT 8, SAID MAP OF MILL CREEK

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ESTATES, A DISTANCE OF 265.12 FEET; THENCE NORTH 38°16'58" WEST, TO ITS INTERSECTION WITH THE AFORESAID CENTERLINE OF THE 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1317.68 FEET; THENCE SOUTH 32°24'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 553.67 FEET; THENCE SOUTH 46°26'11" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 1060.20 FEET; THENCE SOUTH 54°46'59" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 359.32 FEET; THENCE NORTH 32°27'37" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 511.83 FEET; THENCE NORTH 53°44'12" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 190.00 FEET; THENCE SOUTH 49°58'19" WEST, LEAVING SAID CENTERLINE, A DISTANCE OF 1302.78 FEET; THENCE SOUTH 40°03'36" EAST, A DISTANCE OF 594.57 FEET TO A POINT IN THE AFORESAID CENTERLINE; THENCE SOUTH 51°20'38" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 202.00 FEET; THENCE SOUTH 45°58'53" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 245.17 FEET; THENCE SOUTH 37°50'46" EAST, TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF LOT 19, AFOREMENTIONED MAP OF MILL CREEK ESTATES, A DISTANCE OF 464.72 FEET; THENCE SOUTH 28°41'32" WEST, CONTINUING ALONG THE NORTHERLY LINE OF LOTS 19 AND 20, A DISTANCE OF 951.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 78°30'30" EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 2622.07 FEET TO THE CENTERLINE OF THE AFORESAID 60 FEET WIDE INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 10°58'45" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 13.74 FEET; THENCE SOUTH 79°08'03" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 586.21 FEET; THENCE NORTH 83°25'33" EAST, CONTINUING ALONG SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 325.39 FEET; THENCE SOUTH 84°16'49" EAST, CONTINUING WITH SAID CENTERLINE AND ALONG LINES OF SAID MAP OF MILL CREEK ESTATES, A DISTANCE OF 249.97 FEET; THENCE SOUTH 40°13'07" EAST, CONTINUING ALONG SAID CENTERLINE ALONG LINES OF SAID MILL CREEK ESTATES, A DISTANCE OF 110.39 FEET; THENCE NORTH 77°22'33" EAST, CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1586.26 FEET; THENCE NORTH 88°34'49" EAST, CONTINUING ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13-A, A

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DISTANCE OF 848.22 FEET; THENCE SOUTH 19°34'52" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 250.61 FEET; THENCE SOUTH 88°28'23" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 708.52 FEET TO A POINT IN THE WESTERLY LINE OF SECTION 37, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 01°19'26" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 4917.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 37; THENCE SOUTH 89°53'35" EAST, ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1179.79 FEET TO THE SOUTHWESTERLY CORNER OF A 30 FEET WIDE DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 182 AT PAGE 133; THENCE SOUTH 37°18'20" EAST, ALONG SAID SOUTHWESTERLY LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF STATE ROAD NO. 13-A, A DISTANCE OF 995.95 FEET; THENCE SOUTH 12°10'27" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1440.16 FEET; TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE SOUTHWESTERLY CONTINUING WITH SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 591.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 04°56'12" WEST, AND A CHORD DISTANCE OF 590.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°18'03" EAST, CONTINUING WITH SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2010.75 FEET; THENCE NORTH 71°16'18" WEST, ALONG THE DIVISION LINE BETWEEN SECTION 4 AND SECTION 5, TOWNSHIP 6 SOUTH, RANGE 28 EAST, A DISTANCE OF 4096.34 FEET; THENCE NORTH 60°26'27" WEST, CONTINUING ALONG SAID DIVISION LINE, A DISTANCE OF 1734.02 FEET TO THE COMMON CORNER TO SECTIONS 4, 5, AND 6; THENCE SOUTH 03°37'25" EAST, ALONG THE EASTERLY LINE OF SECTION 6, A DISTANCE OF 3052.10 FEET; THENCE SOUTH 03°33'13" EAST, ALONG THE EASTERLY LINE OF SECTION 38, A DISTANCE OF 2086.25 FEET; THENCE NORTH 87°12'39" WEST, A DISTANCE OF 863.15 FEET TO THE WATERS OF SIX MILE CREEK; THENCE NORTH 46°17'49" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 1430.00 FEET; THENCE NORTH 45°19'26" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 1973.08 FEET; THENCE NORTH 16°05'23" WEST, ALONG THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 639.84 FEET; THENCE NORTH 06°55'41" EAST, A DISTANCE OF 540.00 FEET TO A POINT IN THE DIVISION LINE BETWEEN SECTIONS 6 AND 38; THENCE NORTH 89°20'12" WEST, ALONG SAID DIVISION LINE, A DISTANCE OF 540.00 FEET; THENCE NORTH 01°32'49" WEST, ALONG THE WESTERLY LINE OF THE NORTH 28 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2665.80 FEET TO A POINT IN SAID SIX MILE CREEK; THENCE WITH THE WATERS OF SAID SIX MILE CREEK THE FOLLOWING TWENTY NINE

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PAGE 10 OF 13

(29) BEARING AND DISTANCES (1) NORTH 21°59'28" WEST, A DISTANCE OF 115.71 FEET; (2) THENCE NORTH 04°15'38" WEST, A DISTANCE OF 471.70 FEET; (3) THENCE NORTH 15°42'55" WEST, A DISTANCE OF 530.00 FEET; (4) THENCE NORTH 74°28'28" WEST, A DISTANCE OF 160.00 FEET; (5) THENCE NORTH 32°07'06" WEST, A DISTANCE OF 147.65 FEET; (6) THENCE NORTH 15°07'30" WEST, A DISTANCE OF 655.70 FEET; (7) THENCE NORTH 58°48'11" WEST, A DISTANCE OF 336.17 FEET; (8) THENCE NORTH 39°05'47" WEST, A DISTANCE OF 291.63 FEET; (9) THENCE NORTH 07°34'52" EAST, A DISTANCE OF 480.55 FEET; (10) THENCE NORTH 31°17'16" WEST, A DISTANCE OF 88.74 FEET; (11) THENCE NORTH 20°26'08" EAST, A DISTANCE OF 219.13 FEET; (12) THENCE NORTH 33°09'18" WEST, A DISTANCE OF 141.49 FEET; (13) THENCE NORTH 08°12'46" EAST, A DISTANCE OF 515.92 FEET; (14) THENCE NORTH 15°19'05" WEST, A DISTANCE OF 745.08 FEET; (15) THENCE NORTH 33°44'44" WEST, A DISTANCE OF 216.76 FEET; (16) THENCE NORTH 54°12'24" WEST, A DISTANCE OF 864.38 FEET; (17) THENCE NORTH 22°57'55" WEST, A DISTANCE OF 380.61 FEET; (18) THENCE NORTH 20°24'29" WEST, A DISTANCE OF 202.16 FEET; (19) THENCE SOUTH 88°26'32" WEST, A DISTANCE OF 190.74 FEET; (20) THENCE NORTH 55°09'29" WEST, A DISTANCE OF 308.93 FEET; (21) THENCE NORTH 44°40'29" WEST, A DISTANCE OF 350.69 FEET; (22) THENCE NORTH 33°10'13" WEST, A DISTANCE OF 230.07 FEET; (23) THENCE NORTH 56°26'30" WEST, A DISTANCE OF 260.59 FEET; (24) NORTH 01°22'50" WEST, A DISTANCE OF 303.45 FEET; (25) THENCE NORTH 28°32'35" WEST, A DISTANCE OF 522.44 FEET; (26) THENCE NORTH 19°05'07" WEST, A DISTANCE OF 479.11 FEET; (27) THENCE NORTH 70°02'28" WEST, A DISTANCE OF 257.46 FEET; (28) THENCE NORTH 05°33'42" WEST, A DISTANCE OF 519.98 FEET; (29) THENCE NORTH 33°12'51" WEST, A DISTANCE OF 664.34 FEET; THENCE NORTH 88°07'49" EAST, LEAVING THE WATERS OF SAID SIX MILE CREEK, A DISTANCE OF 159.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE NORTH 02°29'20" WEST, TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100 FOOT WIDE RIGHT-OF WAY AS NOW ESTABLISHED), A DISTANCE OF 4147.39 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 2342.01 FEET; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 721.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°55'50" EAST, AND A CHORD DISTANCE OF 718.71 FEET TO THE END OF SAID CURVE AT THE SOUTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 492 AT PAGE 812 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 65°13'38" EAST,

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PAGE 11 OF 13

ALONG LINES OF SAME, A DISTANCE OF 967.56 FEET; THENCE NORTH 87°23'47" EAST, CONTINUE ALONG LINES OF SAME, A DISTANCE OF 1587.56 FEET; THENCE NORTH 02°36'55" WEST, CONTINUE ALONG LINES OF SAME, A DISTANCE OF 2680.13 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3910.04 ACRES MORE OR LESS.

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PARCEL C

A PART OF GOVERNMENT LOTS 15, 16 AND 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, AND THAT PART OF GOVERNMENT LOT 17 LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 28 EAST ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SCAFF ROAD, AS RECORDED IN OFFICIAL RECORDS VOLUME 845, PAGE 1083 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE WESTERLY LINE OF GOVERNMENT LOT 17, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE NORTH 19°05'30" EAST ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 19°05'30" EAST CONTINUING ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 17, A DISTANCE OF 359.48 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 71°48'11" WEST ALONG THE SOUTHWESTERLY LINE OF GOVERNMENT LOT 15 TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 37, A DISTANCE OF 776.07 FEET TO A SET 1/2 INCH REBAR; THENCE NORTH 88°23'17" EAST ALONG THE SOUTH LINE OF SAID SECTION 37, A DISTANCE OF 1631.87 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 00°58'56" WEST ALONG THE SAID EASTERLY LINE OF SECTION 37, A DISTANCE OF 5070.70 FEET TO A SET 1/2 INCH REBAR; THENCE SOUTH 72°25'05" EAST ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 15 AND 16, A DISTANCE OF 4655.46 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 18°51'53" WEST, A DISTANCE OF 4033.56 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 72°14'54" WEST, A DISTANCE OF 988.77 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 19°07'16" WEST TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1342.37 FEET TO A FOUND CONCRETE MONUMENT; THENCE SOUTH 72°08'34" EAST ALONG SAID DIVISION LINE BETWEEN GOVERNMENT LOTS 16 AND 17, A DISTANCE OF 1941.01 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 76°29'14" WEST ALONG THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID SCAFF ROAD, A DISTANCE OF 4653.33 FEET TO THE POINT OF BEGINNING.

CONTAINING BY SURVEY MADE BY NORTHEAST FLORIDA SURVEYORS, 454.55 ACRES MORE OR LESS.

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Prepared by and after
recording return to:

Donna J. Feldman, Esquire
FELDMAN & MAHONEY, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS ("**Declaration**") is made as of May 21, 2015, by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, having an address at 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 ("**Six Mile**"), and **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation, whose address is 4220 Race Track Road, St. Johns, Florida 32259 ("**DR Horton**"), with reference to the following facts:

A. Concurrent herewith, Six Mile is conveying to DR Horton certain real property located in St. Johns County, Florida ("**County**"), consisting of platted lots ("**Lots**"), which are specifically described in **Exhibit "A"** attached hereto (collectively, the "**Property**") within what is known as the TrailMark Subdivision ("**Subdivision**"), all pursuant to that certain Amended and Restated Lot Purchase Agreement with an Effective Date of March 30, 2015, as may be amended (the "**Purchase Agreement**").

B. As a condition to conveying the Property to DR Horton, Six Mile requires DR Horton to execute, deliver and record this Declaration as an encumbrance on the Property in order to provide public record notice of the existence and terms, conditions, covenants, restrictions and agreements affecting development of the Property, and the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and adjacent lands.

NOW, THEREFORE, for consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits; Capitalized Terms.** The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Declaration by this reference. All capitalized terms not defined in this Declaration shall have the meanings ascribed to them in the Purchase Agreement.

2. Zoning; DRI; Concept Plans. DR Horton acknowledges that the Subdivision is governed by, among other land use restrictions, the Amended and Restated St. Johns DRI Development Order for the St. Johns Development of Regional Impact ("**DRI**"), adopted by the County as Resolution No. 2011-335, as evidenced by Notice thereof recorded in Official Records Book 3505, Page 607 of the Public Records of St. Johns County, Florida, as amended hereafter (collectively, the "**DRI DO**"), and PUD Zoning Ordinance No. 2006-101, recorded in Official Records Book 2785, Page 495, as heretofore and hereafter amended, commonly referred to as the Six Mile Creek PUD (collectively, the "**PUD Zoning**"). DR Horton shall not seek to modify the PUD Zoning, the DRI DO or any other entitlements, permits or approvals affecting the Subdivision, nor to re-plat or re-subdivide the Property, or any portion thereof, including, without limitation, any Lot acquired by DR Horton. DR Horton shall cooperate with Six Mile in providing to Six Mile, at no out-of-pocket cost or expense of DR Horton, periodic sales information requested by Six Mile and required to satisfy any reporting requirements under the DRI DO or the PUD Zoning.

3. Impact Fees and Other Development-Related Charges. Impact fee credits for impact fees that are required to be paid to the County to obtain building permits and/or certificates of occupancy for single-family homes within the Subdivision (each an "**Impact Fee Credit**") may be or become available as to the Subdivision. To the extent that Impact Fee Credits are available or become available to Six Mile prior to the time that DR Horton would be required to pay the associated impact fee to the County, then DR Horton shall not pay the same to the County but shall, instead, pay Six Mile or such third party as directed by Six Mile or as to which recorded documentation evidences a requirement for payment to a third party for the associated Impact Fee Credit in the amount then charged by the County for the associated impact fee in exchange for an assignment or allocation of such Impact Fee Credit to DR Horton in a form which will be accepted by the County in satisfaction of the associated impact fee. Six Mile shall notify DR Horton within fifteen (15) days after the Effective Date of any Impact Fee Credits which exist or which Six Mile anticipates will exist. DR Horton shall be responsible for paying for the Impact Fee Credits in such amount and at such time as required in any applicable Impact Fee Credit agreements to which the Property is subject. DR Horton shall not make any impact fee payment directly to the County without first notifying Six Mile that DR Horton intends to pay the same, and receiving written notification from Six Mile that no associated Impact Fee Credit is available. Notwithstanding the foregoing, DR Horton hereby acknowledges and agrees that it is DR Horton's sole responsibility to pay, at DR Horton's sole cost and expense, all impact fees and development-related charges required for the construction of any improvements thereon. In any event, DR Horton shall not be required to pay impact fees for any Lot more than once, pay impact fees in an amount in excess of the impact fee rate then-being charged by the County, nor delayed by such process in obtaining building permits and/or certificates of occupancy, as applicable.

4. Cooperative Marketing. DR Horton is required by the terms of the Purchase Agreement to pay Six Mile a marketing fee ("**Marketing Fee**") on the sale of each Lot improved with a home or construction and sale of a home on a third party lot within the Subdivision (whether such home is constructed on a Lot purchased by DR Horton pursuant to this Agreement, on a lot purchased from a third party, or on a lot owned by a third party). The Marketing Fee shall consist of an amount equal to one percent (1.0%) of the total price of the

Lot/home contract or home contract if DR Horton constructs a home on a third party lot. The Marketing Fee shall be paid at the closing of the sale of the Lot with home or home as applicable. DR Horton shall direct the settlement agent who closes on the sale of a Lot by DR Horton to a third party to deduct the Marketing Fee due to Six Mile from that sale from DR Horton's proceeds at the closing, and to pay the Marketing Fee directly to Six Mile. DR Horton will instruct the settlement agent to prepare a written statement by DR Horton to Six Mile identifying the Lot, the date of closing on the sale of the Lot to a third party and the final contract sales price as shown on the HUD-1 settlement statement, to be executed by DR Horton and delivered to Six Mile for Six Mile's reliance, solely for the purpose of verifying the amount of Marketing Fee due from the sale, if any. In the event that DR Horton conveys any Lot to a third party prior to constructing a single-family residence thereon, DR Horton shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Six Mile against DR Horton's successors in title to the Lot, that imposes on those future owners of the Lot the obligation to pay the Marketing Fee to Six Mile as provided in this subsection; provided, however, that the foregoing shall not serve to diminish the provisions of Section 5 below and Section 39 of the Agreement.

5. Restriction on Resale; Right of Repurchase.

(a) Triggering Events; Time for Election. Six Mile shall have the repurchase rights set forth in this Section as to the Lots acquired by DR Horton in the following events (each a "**Triggering Event**"): (i) DR Horton desires to sell any Lot prior to obtaining a building permit and paying all permit and impact fees required to commence construction of improvements on the Lot; or (ii) a default by DR Horton under the Agreement. As to (i) above, DR Horton shall give Six Mile written notice of its intention to sell any Lot to a third party together with the terms of such sale, and Six Mile shall have fifteen (15) days to elect by written notification to DR Horton whether Six Mile desires to repurchase the Lot in accordance with this Section. As to (ii) above, Six Mile shall have sixty (60) days from the date on which the default occurs, and any applicable cure period has passed, to elect by written notification to DR Horton whether or not to purchase all or any of the Lots owned by DR Horton. If Six Mile does not notify DR Horton in writing within the applicable time period of its election to purchase the applicable Lot, Six Mile shall be deemed to have waived its right only as to the applicable Lot and the applicable Triggering Event; provided, however, if the Triggering Event is the sale by DR Horton of a Lot in accordance with subsection (i) above, then Six Mile's waiver or deemed waiver shall be conditioned upon the successor in interest to DR Horton assuming in writing at the closing of such sale all of DR Horton's continuing obligations under the Agreement as to such Lot, including, without limitation, payment of the Marketing Fee, indemnification obligations, construction activities, purchase of impact fee credits, and otherwise, with such instrument running to the direct benefit of Six Mile.

(b) Repurchase Closing. If Six Mile exercises timely its repurchase right under subsection (a) above, then Six Mile shall specify in its notice a closing date within thirty (30) days of the date of Six Mile's notice. The repurchase price shall be equal to the Purchase Price for the Lot(s) paid by DR Horton to Six Mile, and shall be payable in cash at the time of closing. DR Horton shall pay the costs of title insurance and documentary transfer taxes on the special warranty deed conveying such Lot(s), and Six Mile shall pay the cost for recording such

deed. DR Horton shall convey title to the Lot(s) subject only to matters that existed at the time that DR Horton acquired the Lot from Six Mile. All other closing procedures set forth in this Agreement hereof shall apply to such repurchase closing.

6. Sales Reports. DR Horton shall deliver to Six Mile: (a) by the fifteenth (15th) day of each calendar month, a written report setting forth all Lots improved with homes that DR Horton sold and closed on the sale to a resident homebuyer during the preceding calendar month, identifying each Lot by Lot number, block and street address; and (b) within thirty (30) days of receipt, a copy of each certificate of occupancy obtained by DR Horton as to the Lots, and shall provide the Gas Provider with access at reasonable times upon prior notice to inspect any home constructed by DR Horton to verify the appliances installed.

7. Covenant Running with the Land; Successors and Assigns. The parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and development of the Property, and, therefore, that the provisions of this Declaration shall constitute covenants running with the land, burdening the Property and binding on any future owner with respect to the Property or any portion thereof (each a “**Future Owner**”), and benefiting Six Mile and the lands owned by Six Mile within the Subdivision from time to time, and such successors and assigns as to any property owned by Six Mile, or any portion thereof, as Six Mile may designate in writing by an instrument recorded in the Public Records (“**Designated Successor**”). DR Horton’s obligations under this Declaration are and shall constitute covenants running with title to the Property, binding on all Future Owners, and, except as related to conveyance of an unimproved Lot as detailed below, each reference herein to “DR Horton” shall be deemed to refer to each Future Owner. Notwithstanding the foregoing, Lots within the Property shall be deemed released automatically from the terms and scope of this Declaration upon recordation in the Public Records of a deed conveying to an individual homeowner fee simple title to such Lot improved with a home, provided that the Marketing Fee due, if any, is paid to Six Mile, or its Designated Successor, and any title insurance company may rely upon the foregoing in issuing title insurance free and clear of this Declaration with respect to such Lot at such time and thereafter. In the event that DR Horton conveys any Lot to a third party prior to constructing a single-family residence thereon, and Six Mile does not exercise its right to repurchase the Lot as more particularly provided above, DR Horton shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Six Mile against DR Horton’s successors in title to the Lot, that imposes on the Future Owner(s) of the Lot the obligations in this Declaration; upon completion of conveyance of the Lot as evidenced by recordation of a deed from DR Horton to such Future Owner, including therein the covenant described above, then DR Horton shall be deemed released from any further obligations under this Declaration as to such Lot. Six Mile may assign its rights under this Declaration, in whole or in part, by recorded instrument to one or more Designated Successors; provided that Six Mile shall not have the right to assign its rights under this Declaration to any homeowners’ association or individual homeowners within the Subdivision.

8. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Six Mile, and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than Six Mile or its Designated Successor(s).

9. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Six Mile or Six Mile's Designated Successor, on the one hand, and DR Horton or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by Six Mile or Six Mile's Designated Successor to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

10. Notices. Notices hereunder shall be given to the parties at the addresses set forth in the preamble. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice, unless delivered by regular mail only in which case such notice shall be deemed received within three (3) days from deposit in the U.S. Mail with postage prepaid. If any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner specified above.

11. Enforcement; Attorneys' Fees. In the event of the breach of any of the provisions set forth in this Declaration, Six Mile, or Six Mile's Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by DR Horton or any Future Owner to comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Six Mile or its Designated Successors, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

12. Governing Law and Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Assignment shall be exclusively in the courts located in St. Johns County, Florida, or the United States District Court for the Middle District of Florida.

13. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

14. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

15. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

16. Time of the Essence. Time is of the essence in the execution and performance of this Declaration and each of its provisions.

17. Counterparts. This Declaration may be executed in separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[Signatures begin on following page.]

[Signature page to Declaration of Restrictive Covenants]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration, and shall be deemed to have executed such, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

**SIX MILE CREEK INVESTMENT
GROUP, LLC,**
a Delaware limited liability company

Witness: *Betsy Simmons*
Print Name: Betsy Simmons

By: *Christian Kuhn*
Christian Kuhn, Vice President

Witness: *Dawn J. Kell*
Print Name: Dawn J. Kell

STATE OF FLORIDA

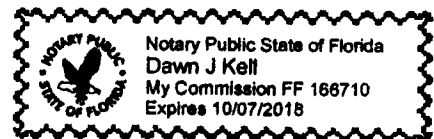
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20 day of May, 2015, by Christian Kuhn, as Vice President of **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, on behalf of the company, (check one) / X who is personally known to me / X who has produced a _____ as identification.

Dawn J. Kell
Notary Public

Printed Name: Dawn J. Kell
My Commission Expires: 10/07/18

Notary Seal:



[Signatures continued on following page.]

[Signature page to Declaration of Restrictive Covenants]

Signed, sealed and delivered
in the presence of:

D.R. HORTON, INC. – JACKSONVILLE,
a Delaware corporation

Witness: [Signature]
Print Name: Mark Dearing

By: [Signature]
John E. Zakoske, Vice President

Witness: [Signature]
Print Name: Rich S. Infante

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 19th day of May, 2015, by John E. Zakoske, as Vice President of **D.R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation, on behalf of the corporation (*check one*) /X/ who is personally known to me or / who has produced a _____ as identification.



MARK C DEARING
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF081866
Expires 2/11/2018

[Signature]
Notary Public

Printed Name: _____
My Commission Expires: _____

Notary Seal:

Exhibit "A"

Property

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 22, 24, 25, 26, 27, 28, 29, 30 and 31, WHISPER CREEK PHASE 1 UNITS A AND B, according to the map or plat thereof as recorded in Plat Book 73, Pages 4 through 27, of the Public Records of St. Johns County, Florida.

A handwritten signature in black ink, appearing to be 'J. E. S.', located in the bottom right corner of the page.

1 of 2

*Prepared by and after recording
return to:*

Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, Florida 33764

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS (“**Declaration**”) is made as of June 30, 2016, by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company (“**Seller**”), whose address for notice purposes is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and **LANDON HOMES, LLC**, a Florida limited liability company (“**Buyer**”), whose address for notice purposes is 6966 Business Park Boulevard North, Jacksonville, Florida 32256, with reference to the following facts:

A. Seller and Buyer have entered into that certain TrailMark Purchase and Sale Agreement, with an Effective Date of August 6, 2015, as amended (collectively, the “**Agreement**”), for the purchase and sale of certain platted lots described therein, including the lots described on **Exhibit A** attached hereto (collectively, the “**Lots**”) within the TrailMark community (“**Community**”) located in unincorporated St. Johns County (“**County**”), Florida.

B. Contemporaneously herewith, Seller is conveying the Lots to Buyer pursuant to the terms of the Agreement.

A. Pursuant to the terms of the Agreement, Seller and Buyer wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida (“**Public Records**”), for the purpose of providing record notice that the Lots are subject to certain surviving obligations and agreements between the parties, as described in this Declaration, and the Lots shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits; Defined Terms**. The above stated recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated into this Declaration by this reference. Any capitalized term, not otherwise defined herein, shall have the meaning ascribed to such term under the Agreement.

2. Zoning; DRI; Concept Plans. Buyer acknowledges that the Community is governed by, among other land use restrictions, the Amended and Restated St. Johns DRI Development Order for the St. Johns Development of Regional Impact (“**DRI**”), adopted by the County as Resolution No. 2011-335, as evidenced by Notice thereof recorded in Official Records Book 3505, Page 607 of the Public Records of St. Johns County, Florida, as amended hereafter (collectively, the “**DRI DO**”), and PUD Zoning Ordinance No. 2006-101, recorded in Official Records Book 2785, Page 495, as heretofore and hereafter amended, commonly referred to as the Six Mile Creek PUD (collectively, the “**PUD Zoning**”). Buyer shall not seek to modify the PUD Zoning, the DRI DO or any other entitlements, permits or approvals affecting the Community, nor to re-plat or re-subdivide the Lots. Buyer shall cooperate with Seller in providing to Seller, at no out-of-pocket cost or expense of Buyer, periodic sales information requested by Seller and required to satisfy any reporting requirements under the DRI DO or the PUD Zoning.

3. Impact Fee Credits. Pursuant to Section 7(c) of the Agreement, to the extent that impact fee credits are available or become available prior to the time that Buyer would be required to pay the associated impact fee to the County, then Buyer shall not pay the same to the County but shall, instead, pay Seller or such third party as to which recorded documentation evidences a requirement for payment to a third party for the associated impact fee credit in the amount then charged by the County for the associated impact fee in exchange for an assignment or allocation of such impact fee credit to Buyer in a form which will be accepted by the County. To the extent that any third party holds impact fee credits, then Buyer shall pay such third party as and when required by the recorded documentation evidencing the same. To the extent that impact fee credits arise after a Closing, then Seller shall notify Buyer of the availability of such additional impact fee credits, and Buyer shall pay such party as Seller directs for such impact fee credits at the then-current rate charged by the County for the applicable fee in lieu of paying such fee directly to the County. Buyer shall not make any impact fee payment directly to the County without first notifying Seller that Buyer intends to pay the same, and receiving written notification from Seller that no associated impact fee credit is available. Notwithstanding the foregoing, Buyer hereby acknowledges and agrees that it is Buyer's sole responsibility to pay, at Buyer's sole cost and expense, all impact fees and development-related charges required for the construction of any improvements thereon. In any event, Buyer shall not be required to pay impact fees for any Lot more than once, pay impact fees in an amount in excess of the impact fee rate then-being charged by the County, nor delayed by such process in obtaining building permits and/or certificates of occupancy, as applicable.

4. Marketing Fee. Buyer is required by the terms of the Agreement to pay a marketing fee (“**Marketing Fee**”) to Seller or its designated agent on the sale of each Lot and/or home within the Community (whether such home is constructed on a Lot purchased by Buyer from Seller, on a lot purchased from a third party, or on a lot owned by a third party). The Marketing Fee shall consist of an amount equal to one percent (1.0%) of the total price of the Lot and/or home contract. The Marketing Fee shall be paid at the closing of the sale of the Lot with home, or completion of the home if on a lot owned by a third party. Buyer shall deliver to Seller a copy of the closing statement for each such sale along with the Marketing Fee payment. Buyer shall provide to Seller a weekly report of scheduled closings with homebuyers.

5. Right to Repurchase.

(a) Triggering Events. Pursuant to the Agreement, Seller has the right to repurchase the Lots acquired by Buyer in the following events (each a “**Triggering Event**”): (i) Buyer desires to sell any Lot purchased by it hereunder prior to its construction of a home thereon and without having entered into a written contract to construct a home thereon for the intended purchaser, then as to such Lot; (ii) Buyer fails to complete a Model Home or “spec” home on any Lot within the required timeframe, then as to all Lots then owned by Buyer, except those for which Buyer has a binding written contract for sale to a homebuyer; and (iii) a default by Buyer under the Agreement. As to (i) above, Buyer shall give Seller written notice of its intention to sell any Lot to a third party, and Seller shall have fifteen (15) days to elect by written notification to Buyer whether Seller desires to repurchase the Lot in accordance with this Section. As to (ii) above, Seller shall have thirty (30) days from the date by which completion was required to elect by written notification to Buyer whether to repurchase some or all of the Lots. As to (iii) above, Seller shall have sixty (60) days from the date on which the default occurs, and the Cure Period has passed if applicable, to elect by written notification to Buyer whether or not to purchase all or any of the Lots owned by Buyer. If Seller does not notify Buyer in writing within the applicable time period of its election to purchase the applicable Lot, Seller shall be deemed to have waived its right only as to the applicable Lot and the applicable Triggering Event; provided, however, if the Triggering Event is the sale by Buyer of a Lot in accordance with subsection (i) above, then Seller’s waiver or deemed waiver shall be conditioned upon the successor in interest to Buyer assuming in writing at the closing of such sale all of Buyer’s continuing obligations under this Agreement as to such Lot, including, without limitation, payment of the Marketing Fee, indemnification obligations, construction activities, purchase of impact fee credits, and otherwise, with such instrument running to the direct benefit of Seller.

(b) Repurchase Closing. If Seller exercises timely its repurchase right under subsection (a) above, then Seller shall specify in its notice a closing date within thirty (30) days of the date of Seller’s notice. The repurchase price shall be one hundred percent (100%) of the price paid by Buyer to Seller for such Lot(s) plus the amount of any impact fee credits Buyer purchased from Seller, and shall be payable in cash at the time of closing. Buyer shall pay the costs of title insurance and documentary transfer taxes on the special warranty deed conveying such Lot(s), and Seller shall pay the cost for recording such deed. Buyer shall convey title to the Lot(s) subject only to matters that existed at the time that Buyer acquired the Lot from Seller, and shall re-assign to Seller any impact fee credits assigned by Seller to Buyer at the applicable Closing. All other closing procedures set forth in Section 5(b) of the Agreement shall apply to such repurchase closing.

6. Sales Reports. Buyer shall deliver to Seller: (a) by the fifteenth (15th) day of each calendar month, a written report setting forth all Lots improved with homes that Buyer sold and closed on the sale to a resident homebuyer during the preceding calendar month, identifying each Lot by Lot number, block and street address; and (b) within thirty (30) days of receipt, a copy of each certificate of occupancy obtained by Buyer as to the Lots, and shall provide the Gas Provider with access at reasonable times upon prior notice to inspect any home constructed by Buyer to verify the appliances installed.

7. Covenant Running with the Land; Successors and Assigns. The parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and development of the Property, and, therefore, that the provisions of this Declaration shall constitute covenants running with the land, burdening the Property and binding on any future owner with respect to the Property or any portion thereof (each a “**Future Owner**”), and benefiting Seller and the lands owned by Seller within the Community from time to time, and such successors and assigns as to any property owned by Seller, or any portion thereof, as Seller may designate in writing by an instrument recorded in the Public Records (“**Designated Successor**”). Buyer’s obligations under this Declaration are and shall constitute covenants running with title to the Property, binding on all Future Owners, and, except as related to conveyance of an unimproved Lot as detailed below, each reference herein to “Buyer” shall be deemed to refer to each Future Owner. Notwithstanding the foregoing, Lots within the Property shall be deemed released automatically from the terms and scope of this Declaration upon recordation in the Public Records of a deed conveying to an individual homeowner fee simple title to such Lot improved with a home, provided that the Marketing Fee due, if any, is paid to Seller, or its Designated Successor, and any title insurance company may rely upon the foregoing in issuing title insurance free and clear of this Declaration with respect to such Lot at such time and thereafter. In the event that Buyer conveys any Lot to a third party prior to constructing a single-family residence thereon, and Seller does not exercise its right to repurchase the Lot as more particularly provided above, Buyer shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Seller against Buyer’s successors in title to the Lot, that imposes on the Future Owner(s) of the Lot the obligations in this Declaration; upon completion of conveyance of the Lot as evidenced by recordation of a deed from Buyer to such Future Owner, including therein the covenant described above, then Buyer shall be deemed released from any further obligations under this Declaration as to such Lot. Seller may assign its rights under this Declaration, in whole or in part, by recorded instrument to one or more Designated Successors; provided that Seller shall not have the right to assign its rights under this Declaration to any homeowners’ association or individual homeowners within the Community.

8. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Seller, and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than Seller or its Designated Successor(s).

9. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller or Seller’s Designated Successor, on the one hand, and Buyer or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by Seller or Seller’s Designated Successor to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

10. Effect of Declaration. This Declaration is intended to memorialize the agreement between Seller and Buyer under the Agreement with respect to the matters set forth herein. Nothing in this Declaration is intended to limit Seller’s rights under the Agreement, whether or not fully set

forth herein as to any other matter, including other provisions of the Agreement, which survive any Closing and termination of the Agreement.

11. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically as to each Lot and shall no longer constitute a lien or encumbrance against such Lot upon the first to occur of: (a) the date on which a home has been constructed on the Lot in accordance with the terms of the Agreement, Buyer has closed on the sale of such home to a third party purchaser, all Impact Fee Credits required to be paid for under Section 3 above have been paid for, and the entire Marketing Fee due with respect to the Lot has been paid to Seller pursuant to the terms of the Agreement; or (b) the date of closing on Seller's repurchase of the Lot pursuant to Section 5 above, if Seller elects to so repurchase the Lot. Seller agrees that after this Declaration has automatically terminated as to a Lot pursuant to subsection (a) or (b) above, Seller shall, within ten (10) days after written request from Buyer or any third party purchaser of the Lot, deliver to the requesting party a document in recordable form acknowledging such termination as to the applicable Lot. Requests for such documentation acknowledging termination of this Declaration must be sent to Seller at the address first set forth above, or such other address as Seller may designate by recorded amendment to this Declaration, from time to time. The termination of this Declaration as to any Lot shall not constitute a termination of Buyer's obligations as to such Lot which may survive pursuant to the terms of the Agreement.

12. Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble to this Declaration.

13. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller, or Seller's designated successor in interest. Any such amendment shall be recorded in the Public Records of the County. The failure by the Seller, or Seller's designated successor in interest, to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

14. Severability. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

15. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, Seller, or Seller's Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Buyer or any Future Owner to

comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Seller or its Designated Successors, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

16. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.

17. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

18. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

19. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

20. Time of the Essence. Time is of the essence in the execution and performance of this Declaration and each of its provisions.

21. Counterparts. This Declaration may be executed by the parties hereto in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Signatures on the following pages.]

[Seller's Signature Page to Declaration]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

WITNESSES:

Jessica Gaskins
Signature of Witness 1

Jessica Gaskins
Typed/Printed Name of Witness 1

Hilary M. Frank
Signature of Witness 2

Hilary M. Frank
Typed/Printed Name of Witness 2

SELLER:

**SIX MILE CREEK INVESTMENT GROUP,
LLC,**
a Delaware limited liability company

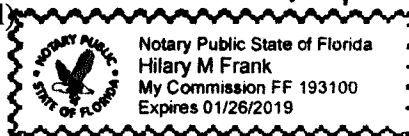
By: Christian Kuhn
Christian Kuhn, Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of June, 2016, by Christian Kuhn, as Vice President of Six Mile Investment Group, LLC, a Delaware limited liability company, on behalf of the company, who /✓/ is personally known to me or / has produced _____ as identification.

Hilary M. Frank
Notary Public Hilary M. Frank
My Commission Expires: 1/26/2019
(Seal)



[Signatures continue on the next page.]

*[Buyer's Signature Page to Declaration]***WITNESSES:**

Tara Quevedo
Signature of Witness 1

Tara Quevedo
Typed/Printed Name of Witness 1

Amanda Sawyer
Signature of Witness 2

Amanda Sawyer
Typed/Printed Name of Witness 2

BUYER:

LANDON HOMES, LLC,
a Florida limited liability company

By: [Signature]
Dennis Ginder, Manager

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29 day of June, 2016, by Dennis Ginder, as Manager of Landon Homes, LLC, a Florida limited liability company, on behalf of the company, who X/is personally known to me or /___/has produced _____ as identification.

Nicole Smagala
Notary Public
My Commission Expires: 4/10/17
(Seal)

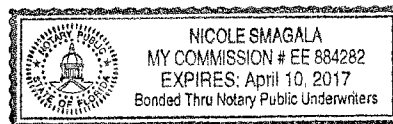


Exhibit "A"

Lots

Lots 135, 136, 137 and 140, WHISPER CREEK PHASE 1 UNIT C, according to the map or plat thereof, as recorded in Plat Book 73, Pages 28 through 38, of the Public Records of St. Johns County, Florida.

*Prepared by and after recording
return to:*

Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, Florida 33764

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS (“**Declaration**”) is made as of November 28, 2016, by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company (“**Seller**”), whose address for notice purposes is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and **LANDON HOMES, LLC**, a Florida limited liability company (“**Buyer**”), whose address for notice purposes is 6966 Business Park Boulevard North, Jacksonville, Florida 32256, with reference to the following facts:

A. Seller and Buyer have entered into that certain TrailMark Purchase and Sale Agreement, with an Effective Date of August 6, 2015, as amended (collectively, the “**Agreement**”), for the purchase and sale of certain platted lots described therein, including the lots described on **Exhibit A** attached hereto (collectively, the “**Lots**”) within the TrailMark community (“**Community**”) located in unincorporated St. Johns County (“**County**”), Florida.

B. Contemporaneously herewith, Seller is conveying the Lots to Buyer pursuant to the terms of the Agreement.

A. Pursuant to the terms of the Agreement, Seller and Buyer wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida (“**Public Records**”), for the purpose of providing record notice that the Lots are subject to certain surviving obligations and agreements between the parties, as described in this Declaration, and the Lots shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits; Defined Terms**. The above stated recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated into this Declaration by this reference. Any capitalized term, not otherwise defined herein, shall have the meaning ascribed to such term under the Agreement.

2. **Zoning; DRI; Concept Plans**. Buyer acknowledges that the Community is governed by, among other land use restrictions, the Amended and Restated St. Johns DRI Development Order for the St. Johns Development of Regional Impact (“**DRI**”), adopted by the County as Resolution

No. 2011-335, as evidenced by Notice thereof recorded in Official Records Book 3505, Page 607 of the Public Records of St. Johns County, Florida, as amended hereafter (collectively, the “**DRI DO**”), and PUD Zoning Ordinance No. 2006-101, recorded in Official Records Book 2785, Page 495, as heretofore and hereafter amended, commonly referred to as the Six Mile Creek PUD (collectively, the “**PUD Zoning**”). Buyer shall not seek to modify the PUD Zoning, the DRI DO or any other entitlements, permits or approvals affecting the Community, nor to re-plat or re-subdivide the Lots. Buyer shall cooperate with Seller in providing to Seller, at no out-of-pocket cost or expense of Buyer, periodic sales information requested by Seller and required to satisfy any reporting requirements under the DRI DO or the PUD Zoning.

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(b) Repurchase Closing. If Seller exercises timely its repurchase right under subsection (a) above, then Seller shall specify in its notice a closing date within thirty (30) days of the date of Seller’s notice. The repurchase price shall be one hundred percent (100%) of the price paid by Buyer to Seller for such Lot(s) plus the amount of any impact fee credits Buyer purchased from Seller, and shall be payable in cash at the time of closing. Buyer shall pay the costs of title insurance and documentary transfer taxes on the special warranty deed conveying such Lot(s), and Seller shall pay the cost for recording such deed. Buyer shall convey title to the Lot(s) subject only to matters that existed at the time that Buyer acquired the Lot from Seller, and shall re-assign to Seller any impact fee credits assigned by Seller to Buyer at the applicable Closing. All other closing procedures set forth in Section 5(b) of the Agreement shall apply to such repurchase closing.

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10. Effect of Declaration. This Declaration is intended to memorialize the agreement between Seller and Buyer under the Agreement with respect to the matters set forth herein. Nothing in this Declaration is intended to limit Seller’s rights under the Agreement, whether or not fully set

forth herein as to any other matter, including other provisions of the Agreement, which survive any Closing and termination of the Agreement.

11. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically as to each Lot and shall no longer constitute a lien or encumbrance against such Lot upon the first to occur of: (a) the date on which a home has been constructed on the Lot in accordance with the terms of the Agreement, Buyer has closed on the sale of such home to a third party purchaser, all Impact Fee Credits required to be paid for under Section 3 above have been paid for, and the entire Marketing Fee due with respect to the Lot has been paid to Seller pursuant to the terms of the Agreement; or (b) the date of closing on Seller's repurchase of the Lot pursuant to Section 5 above, if Seller elects to so repurchase the Lot. Seller agrees that after this Declaration has automatically terminated as to a Lot pursuant to subsection (a) or (b) above, Seller shall, within ten (10) days after written request from Buyer or any third party purchaser of the Lot, deliver to the requesting party a document in recordable form acknowledging such termination as to the applicable Lot. Requests for such documentation acknowledging termination of this Declaration must be sent to Seller at the address first set forth above, or such other address as Seller may designate by recorded amendment to this Declaration, from time to time. The termination of this Declaration as to any Lot shall not constitute a termination of Buyer's obligations as to such Lot which may survive pursuant to the terms of the Agreement.

12. Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble to this Declaration.

13. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller, or Seller's designated successor in interest. Any such amendment shall be recorded in the Public Records of the County. The failure by the Seller, or Seller's designated successor in interest, to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

14. Severability. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

15. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, Seller, or Seller's Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Buyer or any Future Owner to

comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Seller or its Designated Successors, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

16. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.

17. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

18. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

19. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

20. Time of the Essence. Time is of the essence in the execution and performance of this Declaration and each of its provisions.

21. Counterparts. This Declaration may be executed by the parties hereto in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Signatures on the following pages.]

[Seller's Signature Page to Declaration]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

WITNESSES:


Signature of Witness 1

JENNIFER KILINSKI

Typed/Printed Name of Witness 1



Signature of Witness 2

Lori Ann Kuehlke

Typed/Printed Name of Witness 2

SELLER:**SIX MILE CREEK INVESTMENT GROUP, LLC,**

a Delaware limited liability company

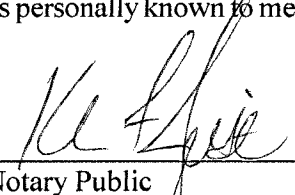
By: 

Christian Kuhn, Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of November, 2016, by Christian Kuhn, as Vice President of Six Mile Investment Group, LLC, a Delaware limited liability company, on behalf of the company, who /✓ is personally known to me or / has produced _____ as identification.



Notary Public

My Commission Expires:

(Seal)

*[Signatures continue on the next page.]*

[Buyer's Signature Page to Declaration]

WITNESSES:

[Signature]

Signature of Witness 1

David M. Solomon
Typed/Printed Name of Witness 1

[Signature]

Signature of Witness 2

Tara Quevedo
Typed/Printed Name of Witness 2

BUYER:

LANDON HOMES, LLC,
a Florida limited liability company

By: [Signature]

Dennis Ginder, Manager

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 22nd day of November, 2016, by Dennis Ginder, as Manager of Landon Homes, LLC, a Florida limited liability company, on behalf of the company, who /s/ is personally known to me or / has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 9/16/18
(Seal)



Exhibit "A"

Lots

Lots 73, 74, 75, 78 and 79, WHISPER CREEK PHASE 1 UNIT C, according to the map or plat thereof, as recorded in Plat Book 73, Pages 28 through 38, of the Public Records of St. Johns County, Florida.

*Prepared by and after recording
return to:*

Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, Florida 33764

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS ("**Declaration**") is made as of September 7, 2017, by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company ("**Seller**"), whose address for notice purposes is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and **PROVIDENCE CONSTRUCTION COMPANY**, a Florida corporation ("**Buyer**"), whose address for notice purposes is 4901 Belfort Road, Suite 140, Jacksonville, Florida 32256, with reference to the following facts:

A. Seller and Buyer have entered into that certain TrailMark Purchase and Sale Agreement, with an Effective Date of November 23, 2015, as amended (collectively, the "**Agreement**"), for the purchase and sale of certain platted lots described therein, including the lots described on **Exhibit A** attached hereto (collectively, the "**Lots**") within the TrailMark community ("**Community**") located in unincorporated St. Johns County ("**County**"), Florida.

B. Contemporaneously herewith, Seller is conveying the Lots to Buyer pursuant to the terms of the Agreement.

A. Pursuant to the terms of the Agreement, Seller and Buyer wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida ("**Public Records**"), for the purpose of providing record notice that the Lots are subject to certain surviving obligations and agreements between the parties, as described in this Declaration, and the Lots shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits; Defined Terms.** The above stated recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated into this Declaration by this reference. Any capitalized term, not otherwise defined herein, shall have the meaning ascribed to such term under the Agreement.

2. Zoning; DRI; Concept Plans. Buyer acknowledges that the Community is governed by, among other land use restrictions, the Amended and Restated St. Johns DRI Development Order for the St. Johns Development of Regional Impact (“**DRI**”), adopted by the County as Resolution No. 2011-335, as evidenced by Notice thereof recorded in Official Records Book 3505, Page 607 of the Public Records of St. Johns County, Florida, as amended hereafter (collectively, the “**DRI DO**”), and PUD Zoning Ordinance No. 2006-101, recorded in Official Records Book 2785, Page 495, as heretofore and hereafter amended, commonly referred to as the Six Mile Creek PUD (collectively, the “**PUD Zoning**”). Buyer shall not seek to modify the PUD Zoning, the DRI DO or any other entitlements, permits or approvals affecting the Community, nor to re-plat or re-subdivide the Lots. Buyer shall cooperate with Seller in providing to Seller, at no out-of-pocket cost or expense of Buyer, periodic sales information requested by Seller and required to satisfy any reporting requirements under the DRI DO or the PUD Zoning.

3. Impact Fee Credits. Pursuant to Section 7(c) of the Agreement, to the extent that impact fee credits are available or become available prior to the time that Buyer would be required to pay the associated impact fee to the County, then Buyer shall not pay the same to the County but shall, instead, pay Seller or such third party as to which recorded documentation evidences a requirement for payment to a third party for the associated impact fee credit in the amount then charged by the County for the associated impact fee in exchange for an assignment or allocation of such impact fee credit to Buyer in a form which will be accepted by the County. To the extent that any third party holds impact fee credits, then Buyer shall pay such third party as and when required by the recorded documentation evidencing the same. To the extent that impact fee credits arise after a Closing, then Seller shall notify Buyer of the availability of such additional impact fee credits, and Buyer shall pay such party as Seller directs for such impact fee credits at the then-current rate charged by the County for the applicable fee in lieu of paying such fee directly to the County. Buyer shall not make any impact fee payment directly to the County without first notifying Seller that Buyer intends to pay the same, and receiving written notification from Seller that no associated impact fee credit is available. Notwithstanding the foregoing, Buyer hereby acknowledges and agrees that it is Buyer's sole responsibility to pay, at Buyer's sole cost and expense, all impact fees and development-related charges required for the construction of any improvements thereon. In any event, Buyer shall not be required to pay impact fees for any Lot more than once, pay impact fees in an amount in excess of the impact fee rate then-being charged by the County, nor delayed by such process in obtaining building permits and/or certificates of occupancy, as applicable.

4. Marketing Fee. Buyer is required by the terms of the Agreement to pay a marketing fee (“**Marketing Fee**”) to Seller or its designated agent on the sale of each Lot and/or home within the Community (whether such home is constructed on a Lot purchased by Buyer from Seller, on a lot purchased from a third party, or on a lot owned by a third party). The Marketing Fee shall consist of an amount equal to one percent (1.0%) of the total price of the Lot and/or home contract. The Marketing Fee shall be paid at the closing of the sale of the Lot with home, or completion of the home if on a lot owned by a third party. Buyer shall deliver to Seller a copy of the closing statement for each such sale along with the Marketing Fee payment. Buyer shall provide to Seller a weekly report of scheduled closings with homebuyers.

5. Right to Repurchase.

(a) Triggering Events. Pursuant to the Agreement, Seller has the right to repurchase the Lots acquired by Buyer in the following events (each a “**Triggering Event**”): (i) Buyer desires to sell any Lot purchased by it hereunder prior to its construction of a home thereon and without having entered into a written contract to construct a home thereon for the intended purchaser, then as to such Lot; (ii) Buyer fails to complete a Model Home or “spec” home on any Lot within the required timeframe, then as to all Lots then owned by Buyer, except those for which Buyer has a binding written contract for sale to a homebuyer; and (iii) a default by Buyer under the Agreement. As to (i) above, Buyer shall give Seller written notice of its intention to sell any Lot to a third party, and Seller shall have fifteen (15) days to elect by written notification to Buyer whether Seller desires to repurchase the Lot in accordance with this Section. As to (ii) above, Seller shall have thirty (30) days from the date by which completion was required to elect by written notification to Buyer whether to repurchase some or all of the Lots. As to (iii) above, Seller shall have sixty (60) days from the date on which the default occurs, and the Cure Period has passed if applicable, to elect by written notification to Buyer whether or not to purchase all or any of the Lots owned by Buyer. If Seller does not notify Buyer in writing within the applicable time period of its election to purchase the applicable Lot, Seller shall be deemed to have waived its right only as to the applicable Lot and the applicable Triggering Event; provided, however, if the Triggering Event is the sale by Buyer of a Lot in accordance with subsection (i) above, then Seller’s waiver or deemed waiver shall be conditioned upon the successor in interest to Buyer assuming in writing at the closing of such sale all of Buyer’s continuing obligations under this Agreement as to such Lot, including, without limitation, payment of the Marketing Fee, indemnification obligations, construction activities, purchase of impact fee credits, and otherwise, with such instrument running to the direct benefit of Seller.

(b) Repurchase Closing. If Seller exercises timely its repurchase right under subsection (a) above, then Seller shall specify in its notice a closing date within thirty (30) days of the date of Seller’s notice. The repurchase price shall be ninety percent (90%) of the price paid by Buyer to Seller for such Lot(s) plus the amount of any impact fee credits Buyer purchased from Seller, and shall be payable in cash at the time of closing. Buyer shall pay the costs of title insurance and documentary transfer taxes on the special warranty deed conveying such Lot(s), and Seller shall pay the cost for recording such deed. Buyer shall convey title to the Lot(s) subject only to matters that existed at the time that Buyer acquired the Lot from Seller, and shall re-assign to Seller any impact fee credits assigned by Seller to Buyer at the applicable Closing. All other closing procedures set forth in Section 5(b) of the Agreement shall apply to such repurchase closing.

6. Sales Reports. Buyer shall deliver to Seller: (a) by the fifteenth (15th) day of each calendar month, a written report setting forth all Lots improved with homes that Buyer sold and closed on the sale to a resident homebuyer during the preceding calendar month, identifying each Lot by Lot number, block and street address; and (b) within thirty (30) days of receipt, a copy of each certificate of occupancy obtained by Buyer as to the Lots, and shall provide the Gas Provider with access at reasonable times upon prior notice to inspect any home constructed by Buyer to verify the appliances installed.

7. Covenant Running with the Land; Successors and Assigns. The parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and development of the Property, and, therefore, that the provisions of this Declaration shall constitute covenants running with the land, burdening the Property and binding on any future owner with respect to the Property or any portion thereof (each a “**Future Owner**”), and benefiting Seller and the lands owned by Seller within the Community from time to time, and such successors and assigns as to any property owned by Seller, or any portion thereof, as Seller may designate in writing by an instrument recorded in the Public Records (“**Designated Successor**”). Buyer’s obligations under this Declaration are and shall constitute covenants running with title to the Property, binding on all Future Owners, and, except as related to conveyance of an unimproved Lot as detailed below, each reference herein to “Buyer” shall be deemed to refer to each Future Owner. Notwithstanding the foregoing, Lots within the Property shall be deemed released automatically from the terms and scope of this Declaration upon recordation in the Public Records of a deed conveying to an individual homeowner fee simple title to such Lot improved with a home, provided that the Marketing Fee due, if any, is paid to Seller, or its Designated Successor, and any title insurance company may rely upon the foregoing in issuing title insurance free and clear of this Declaration with respect to such Lot at such time and thereafter. In the event that Buyer conveys any Lot to a third party prior to constructing a single-family residence thereon, and Seller does not exercise its right to repurchase the Lot as more particularly provided above, Buyer shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Seller against Buyer’s successors in title to the Lot, that imposes on the Future Owner(s) of the Lot the obligations in this Declaration; upon completion of conveyance of the Lot as evidenced by recordation of a deed from Buyer to such Future Owner, including therein the covenant described above, then Buyer shall be deemed released from any further obligations under this Declaration as to such Lot. Seller may assign its rights under this Declaration, in whole or in part, by recorded instrument to one or more Designated Successors; provided that Seller shall not have the right to assign its rights under this Declaration to any homeowners’ association or individual homeowners within the Community.

8. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Seller, and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than Seller or its Designated Successor(s).

9. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller or Seller’s Designated Successor, on the one hand, and Buyer or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by Seller or Seller’s Designated Successor to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

10. Effect of Declaration. This Declaration is intended to memorialize the agreement between Seller and Buyer under the Agreement with respect to the matters set forth herein. Nothing in this Declaration is intended to limit Seller’s rights under the Agreement, whether or not fully set

forth herein as to any other matter, including other provisions of the Agreement, which survive any Closing and termination of the Agreement.

11. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically as to each Lot and shall no longer constitute a lien or encumbrance against such Lot upon the first to occur of: (a) the date on which a home has been constructed on the Lot in accordance with the terms of the Agreement, Buyer has closed on the sale of such home to a third party purchaser, all Impact Fee Credits required to be paid for under Section 3 above have been paid for, and the entire Marketing Fee due with respect to the Lot has been paid to Seller pursuant to the terms of the Agreement; or (b) the date of closing on Seller's repurchase of the Lot pursuant to Section 5 above, if Seller elects to so repurchase the Lot. Seller agrees that after this Declaration has automatically terminated as to a Lot pursuant to subsection (a) or (b) above, Seller shall, within ten (10) days after written request from Buyer or any third party purchaser of the Lot, deliver to the requesting party a document in recordable form acknowledging such termination as to the applicable Lot. Requests for such documentation acknowledging termination of this Declaration must be sent to Seller at the address first set forth above, or such other address as Seller may designate by recorded amendment to this Declaration, from time to time. The termination of this Declaration as to any Lot shall not constitute a termination of Buyer's obligations as to such Lot which may survive pursuant to the terms of the Agreement.

12. Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble to this Declaration.

13. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller, or Seller's designated successor in interest. Any such amendment shall be recorded in the Public Records of the County. The failure by the Seller, or Seller's designated successor in interest, to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

14. Severability. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

15. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, Seller, or Seller's Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Buyer or any Future Owner to

comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Seller or its Designated Successors, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

16. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.

17. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

18. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

19. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

20. Time of the Essence. Time is of the essence in the execution and performance of this Declaration and each of its provisions.

21. Counterparts. This Declaration may be executed by the parties hereto in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Signatures on the following pages.]

[Seller's Signature Page to Declaration]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

WITNESSES:

Sara G. Zebouni
Signature of Witness 1

SARA G. ZEBOUNI
Typed/Printed Name of Witness 1

Carolina Aristimuno
Signature of Witness 2

Carolina Aristimuno
Typed/Printed Name of Witness 2

SELLER:

SIX MILE CREEK INVESTMENT GROUP, LLC,

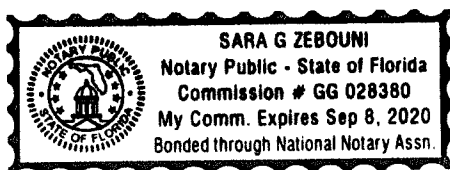
a Delaware limited liability company

By: Michael Taylor
Michael Taylor, Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5 day of September, 2017, by Michael Taylor, as Vice President of Six Mile Creek Investment Group, LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.



Sara G. Zebouni
Notary Public SARA G. ZEBOUNI
My Commission Expires: 9.8.2020
(Seal)

[Signatures continue on the next page.]

*[Buyer's Signature Page to Declaration]***WITNESSES:**

Teri Goodroe
Signature of Witness 1

Teri Goodroe
Typed/Printed Name of Witness 1

Melissa Medders
Signature of Witness 2

Melissa Medders
Typed/Printed Name of Witness 2

BUYER:

**PROVIDENCE CONSTRUCTION
COMPANY**, a Florida corporation

By: *[Signature]*
Sean A. Junker, President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of September, 2017, by Sean A. Junker, as President of Providence Construction Company, a Florida corporation, on behalf of the company, who /✓ is personally known to me or / has produced _____ as identification.

Teresa Goodroe
Notary Public
My Commission Expires:
(Seal)



Exhibit "A"

Lots

Lots 409, 410 and 411, WHISPER CREEK PHASE 4 UNIT B, according to the map or plat thereof, as recorded in Plat Book 83, Pages 49 through 58, of the Public Records of St. Johns County, Florida.

Prepared by and after
recording return to:

Donna J. Feldman, Esquire
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, Florida 33764

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS ("**Declaration**") is made as of October 5, 2017, by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, having an address at 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 ("**Six Mile**"), and **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation, whose address is 4220 Race Track Road, St. Johns, Florida 32259 ("**DR Horton**"), with reference to the following facts:

A. Concurrent herewith, Six Mile is conveying to DR Horton certain real property located in St. Johns County, Florida ("**County**"), consisting of platted lots ("**Lots**"), which are specifically described in **Exhibit "A"** attached hereto (collectively, the "**Property**") within what is known as the TrailMark Subdivision ("**Subdivision**"), all pursuant to that certain Lot Purchase Agreement with an Effective Date of July 8, 2016, as may be amended (the "**Purchase Agreement**").

B. As a condition to conveying the Property to DR Horton, Six Mile requires DR Horton to execute, deliver and record this Declaration as an encumbrance on the Property in order to provide public record notice of the existence and terms, conditions, covenants, restrictions and agreements affecting development of the Property, and the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and adjacent lands.

NOW, THEREFORE, for consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits; Capitalized Terms.** The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Declaration by this reference. All capitalized terms not defined in this Declaration shall have the meanings ascribed to them in the Purchase Agreement.

2. **Zoning; DRI; Concept Plans.** DR Horton acknowledges that the Subdivision is governed by, among other land use restrictions, the Amended and Restated St. Johns DRI Development Order for the St. Johns Development of Regional Impact ("**DRI**"), adopted by the County as Resolution No. 2011-335, as evidenced by Notice thereof recorded in Official Records Book 3505, Page 607 of the Public Records of St. Johns County, Florida, as amended hereafter

(collectively, the “**DRI DO**”), and PUD Zoning Ordinance No. 2006-101, recorded in Official Records Book 2785, Page 495, as heretofore and hereafter amended, commonly referred to as the Six Mile Creek PUD (collectively, the “**PUD Zoning**”). DR Horton shall not seek to modify the PUD Zoning, the DRI DO or any other entitlements, permits or approvals affecting the Subdivision, nor to re-plat or re-subdivide the Property, or any portion thereof, including, without limitation, any Lot acquired by DR Horton. DR Horton shall cooperate with Six Mile in providing to Six Mile, at no out-of-pocket cost or expense of DR Horton, periodic sales information requested by Six Mile and required to satisfy any reporting requirements under the DRI DO or the PUD Zoning.

3. Impact Fees and Other Development-Related Charges. Impact fee credits for impact fees that are required to be paid to the County to obtain building permits and/or certificates of occupancy for single-family homes within the Subdivision (each an “**Impact Fee Credit**”) may be or become available as to the Subdivision. To the extent that Impact Fee Credits are available or become available to Six Mile prior to the time that DR Horton would be required to pay the associated impact fee to the County, then DR Horton shall not pay the same to the County but shall, instead, pay Six Mile or such third party as directed by Six Mile or as to which recorded documentation evidences a requirement for payment to a third party for the associated Impact Fee Credit in the amount then charged by the County for the associated impact fee in exchange for an assignment or allocation of such Impact Fee Credit to DR Horton in a form which will be accepted by the County in satisfaction of the associated impact fee. Six Mile shall notify DR Horton within fifteen (15) days after the Effective Date of any Impact Fee Credits which exist or which Six Mile anticipates will exist. DR Horton shall be responsible for paying for the Impact Fee Credits in such amount and at such time as required in any applicable Impact Fee Credit agreements to which the Property is subject. DR Horton shall not make any impact fee payment directly to the County without first notifying Six Mile that DR Horton intends to pay the same, and receiving written notification from Six Mile that no associated Impact Fee Credit is available. Notwithstanding the foregoing, DR Horton hereby acknowledges and agrees that it is DR Horton's sole responsibility to pay, at DR Horton's sole cost and expense, all impact fees and development-related charges required for the construction of any improvements thereon. In any event, DR Horton shall not be required to pay impact fees for any Lot more than once, pay impact fees in an amount in excess of the impact fee rate then-being charged by the County, nor delayed by such process in obtaining building permits and/or certificates of occupancy, as applicable.

4. Cooperative Marketing. DR Horton is required by the terms of the Purchase Agreement to pay Six Mile a marketing fee (“**Marketing Fee**”) on the sale of each Lot improved with a home or construction and sale of a home on a third party lot within the Subdivision (whether such home is constructed on a Lot purchased by DR Horton pursuant to this Agreement, on a lot purchased from a third party, or on a lot owned by a third party). The Marketing Fee shall consist of an amount equal to one percent (1.0%) of the total price of the Lot/home contract or home contract if DR Horton constructs a home on a third party lot. The Marketing Fee shall be paid at the closing of the sale of the Lot with home or home as applicable. DR Horton shall direct the settlement agent who closes on the sale of a Lot by DR Horton to a third party to deduct the Marketing Fee due to Six Mile from that sale from DR Horton's proceeds at the closing, and to pay the Marketing Fee directly to Six Mile. DR Horton

will instruct the settlement agent to prepare a written statement by DR Horton to Six Mile identifying the Lot, the date of closing on the sale of the Lot to a third party and the final contract sales price as shown on the HUD-1 settlement statement, to be executed by DR Horton and delivered to Six Mile for Six Mile's reliance, solely for the purpose of verifying the amount of Marketing Fee due from the sale, if any. In the event that DR Horton conveys any Lot to a third party prior to constructing a single-family residence thereon, DR Horton shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Six Mile against DR Horton's successors in title to the Lot, that imposes on those future owners of the Lot the obligation to pay the Marketing Fee to Six Mile as provided in this subsection; provided, however, that the foregoing shall not serve to diminish the provisions of Section 5 below and Section 39 of the Agreement.

5. Restriction on Resale; Right of Repurchase.

(a) Triggering Events; Time for Election. Six Mile shall have the repurchase rights set forth in this Section as to the Lots acquired by DR Horton in the following events (each a "Triggering Event"): (i) DR Horton desires to sell any Lot prior to obtaining a building permit and paying all permit and impact fees required to commence construction of improvements on the Lot; or (ii) a default by DR Horton under the Agreement. As to (i) above, DR Horton shall give Six Mile written notice of its intention to sell any Lot to a third party together with the terms of such sale, and Six Mile shall have fifteen (15) days to elect by written notification to DR Horton whether Six Mile desires to repurchase the Lot in accordance with this Section. As to (ii) above, Six Mile shall have sixty (60) days from the date on which the default occurs, and any applicable cure period has passed, to elect by written notification to DR Horton whether or not to purchase all or any of the Lots owned by DR Horton. If Six Mile does not notify DR Horton in writing within the applicable time period of its election to purchase the applicable Lot, Six Mile shall be deemed to have waived its right only as to the applicable Lot and the applicable Triggering Event; provided, however, if the Triggering Event is the sale by DR Horton of a Lot in accordance with subsection (i) above, then Six Mile's waiver or deemed waiver shall be conditioned upon the successor in interest to DR Horton assuming in writing at the closing of such sale all of DR Horton's continuing obligations under the Agreement as to such Lot, including, without limitation, payment of the Marketing Fee, indemnification obligations, construction activities, purchase of impact fee credits, and otherwise, with such instrument running to the direct benefit of Six Mile.

(b) Repurchase Closing. If Six Mile exercises timely its repurchase right under subsection (a) above, then Six Mile shall specify in its notice a closing date within thirty (30) days of the date of Six Mile's notice. The repurchase price shall be equal to the Purchase Price for the Lot(s) paid by DR Horton to Six Mile, and shall be payable in cash at the time of closing. DR Horton shall pay the costs of title insurance and documentary transfer taxes on the special warranty deed conveying such Lot(s), and Six Mile shall pay the cost for recording such deed. DR Horton shall convey title to the Lot(s) subject only to matters that existed at the time that DR Horton acquired the Lot from Six Mile. All other closing procedures set forth in this Agreement hereof shall apply to such repurchase closing.

6. Sales Reports. DR Horton shall deliver to Six Mile: (a) by the fifteenth (15th) day of each calendar month, a written report setting forth all Lots improved with homes that DR Horton sold and closed on the sale to a resident homebuyer during the preceding calendar month, identifying each Lot by Lot number, block and street address; and (b) within thirty (30) days of receipt, a copy of each certificate of occupancy obtained by DR Horton as to the Lots, and shall provide the Gas Provider with access at reasonable times upon prior notice to inspect any home constructed by DR Horton to verify the appliances installed.

7. Covenant Running with the Land; Successors and Assigns. The parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and development of the Property, and, therefore, that the provisions of this Declaration shall constitute covenants running with the land, burdening the Property and binding on any future owner with respect to the Property or any portion thereof (each a “**Future Owner**”), and benefiting Six Mile and the lands owned by Six Mile within the Subdivision from time to time, and such successors and assigns as to any property owned by Six Mile, or any portion thereof, as Six Mile may designate in writing by an instrument recorded in the Public Records (“**Designated Successor**”). DR Horton’s obligations under this Declaration are and shall constitute covenants running with title to the Property, binding on all Future Owners, and, except as related to conveyance of an unimproved Lot as detailed below, each reference herein to “DR Horton” shall be deemed to refer to each Future Owner. Notwithstanding the foregoing, Lots within the Property shall be deemed released automatically from the terms and scope of this Declaration upon recordation in the Public Records of a deed conveying to an individual homeowner fee simple title to such Lot improved with a home, provided that the Marketing Fee due, if any, is paid to Six Mile, or its Designated Successor, and any title insurance company may rely upon the foregoing in issuing title insurance free and clear of this Declaration with respect to such Lot at such time and thereafter. In the event that DR Horton conveys any Lot to a third party prior to constructing a single-family residence thereon, and Six Mile does not exercise its right to repurchase the Lot as more particularly provided above, DR Horton shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Six Mile against DR Horton’s successors in title to the Lot, that imposes on the Future Owner(s) of the Lot the obligations in this Declaration; upon completion of conveyance of the Lot as evidenced by recordation of a deed from DR Horton to such Future Owner, including therein the covenant described above, then DR Horton shall be deemed released from any further obligations under this Declaration as to such Lot. Six Mile may assign its rights under this Declaration, in whole or in part, by recorded instrument to one or more Designated Successors; provided that Six Mile shall not have the right to assign its rights under this Declaration to any homeowners’ association or individual homeowners within the Subdivision.

8. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Six Mile, and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than Six Mile or its Designated Successor(s).

9. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Six Mile or Six Mile’s Designated Successor, on the one hand, and DR Horton or any Future Owner, on the other hand. Any such amendment shall be recorded in the

Public Records. The failure by Six Mile or Six Mile's Designated Successor to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

10. Notices. Notices hereunder shall be given to the parties at the addresses set forth in the preamble. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice, unless delivered by regular mail only in which case such notice shall be deemed received within three (3) days from deposit in the U.S. Mail with postage prepaid. If any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner specified above.

11. Enforcement; Attorneys' Fees. In the event of the breach of any of the provisions set forth in this Declaration, Six Mile, or Six Mile's Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by DR Horton or any Future Owner to comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Six Mile or its Designated Successors, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

12. Governing Law and Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Assignment shall be exclusively in the courts located in St. Johns County, Florida, or the United States District Court for the Middle District of Florida.

13. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

14. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

15. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

16. Time of the Essence. Time is of the essence in the execution and performance of this Declaration and each of its provisions.

17. Counterparts. This Declaration may be executed in separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[Signatures begin on following page.]

[Signature page to Declaration of Restrictive Covenants]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration, and shall be deemed to have executed such, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

**SIX MILE CREEK INVESTMENT
GROUP, LLC,**
a Delaware limited liability company

Witness:

Print Name: SARA G. ZEBOUNI

By:

Michael Taylor, Vice President

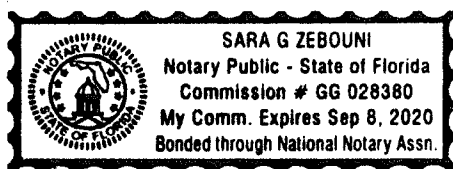
Witness:

Print Name: Carolina Aristimuño

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2 day of October, 2017, by Michael Taylor, as Vice President of **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company, on behalf of the company, (check one) / ☒ / who is personally known to me / / who has produced a as identification.



Sara G. Zebouni
Notary Public
SARA G. ZEBOUNI
Printed Name:
My Commission Expires: 9-8-2020

Notary Seal:

[Signatures continued on following page.]

Exhibit "A"

Property

Lots 154, 167, 187, 188, 189, 190, 191, 192 and 193, WHISPER CREEK PHASE 4 UNIT C, according to the map or plat thereof as recorded in Plat Book 82, Pages 1 through 7, of the Public Records of St. Johns County, Florida.

*Prepared by and after recording
return to:*

**Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, Florida 33764**

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS ("**Declaration**") is made as of October 5, 2017, by and between **SIX MILE CREEK INVESTMENT GROUP, LLC**, a Delaware limited liability company ("**Seller**"), whose address for notice purposes is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and **WEEKLEY HOMES, LLC**, a Delaware limited liability company ("**Buyer**"), whose address for notice purposes is 1111 N. Post Oak Road, Houston, Texas 77055, with reference to the following facts:

A. Seller and Buyer have entered into that certain TrailMark Purchase and Sale Agreement, with an Effective Date of November 17, 2015, as amended (collectively, the "**Agreement**"), for the purchase and sale of certain platted lots described therein, including the lots described on **Exhibit A** attached hereto (collectively, the "**Lots**") within the TrailMark community ("**Community**") located in unincorporated St. Johns County ("**County**"), Florida.

B. Contemporaneously herewith, Seller is conveying the Lots to Buyer pursuant to the terms of the Agreement.

A. Pursuant to the terms of the Agreement, Seller and Buyer wish to enter into this Declaration, to be recorded in the public records of St. Johns County, Florida ("**Public Records**"), for the purpose of providing record notice that the Lots are subject to certain surviving obligations and agreements between the parties, as described in this Declaration, and the Lots shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Exhibits; Defined Terms.** The above stated recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated into this Declaration by this reference. Any capitalized term, not otherwise defined herein, shall have the meaning ascribed to such term under the Agreement.

2. **Zoning; DRI; Concept Plans.** Buyer acknowledges that the Community is governed by, among other land use restrictions, the Amended and Restated St. Johns DRI Development Order for the St. Johns Development of Regional Impact ("**DRI**"), adopted by the County as Resolution No. 2011-335, as evidenced by Notice thereof recorded in Official Records Book 3505, Page 607 of the Public Records of St. Johns County, Florida, as amended hereafter (collectively, the "**DRI DO**"), and PUD Zoning Ordinance No. 2006-101, recorded in Official Records Book 2785, Page 495, as heretofore and hereafter amended, commonly referred to as the Six Mile Creek PUD (collectively, the "**PUD Zoning**"). Buyer shall not seek to modify the PUD Zoning, the DRI DO or any other entitlements, permits or approvals affecting the Community, nor to re-plat or re-subdivide the Lots. Buyer shall cooperate with Seller in providing to Seller, at no out-of-pocket cost or expense of Buyer, periodic sales information requested by Seller and required to satisfy any reporting requirements under the DRI DO or the PUD Zoning.

3. **Impact Fee Credits.** Pursuant to Section 7(c) of the Agreement, to the extent that impact fee credits are available or become available prior to the time that Buyer would be required to pay the associated impact fee to the County, then Buyer shall not pay the same to the County but shall, instead, pay Seller or such third party as to which recorded documentation evidences a requirement for payment to a third party for the associated impact fee credit in the amount then charged by the County for the associated impact fee in exchange for an assignment or allocation of such impact fee credit to Buyer in a form which will be accepted by the County. To the extent that any third party holds impact fee credits, then Buyer shall pay such third party as and when required by the recorded documentation evidencing the same. To the extent that impact fee credits arise after a Closing, then Seller shall notify Buyer of the availability of such additional impact fee credits, and Buyer shall pay such party as Seller directs for such impact fee credits at the then-current rate charged by the County for the applicable fee in lieu of paying such fee directly to the County. Buyer shall not make any impact fee payment directly to the County without first notifying Seller that Buyer intends to pay the same, and receiving written notification from Seller that no associated impact fee credit is available. Notwithstanding the foregoing, Buyer hereby acknowledges and agrees that it is Buyer's sole responsibility to pay, at Buyer's sole cost and expense, all impact fees and development-related charges required for the construction of any improvements thereon. In any event, Buyer shall not be required to pay impact fees for any Lot more than once, pay impact fees in an amount in excess of the impact fee rate then-being charged by the County, nor delayed by such process in obtaining building permits and/or certificates of occupancy, as applicable.

4. **Marketing Fee.** Buyer is required by the terms of the Agreement to pay a marketing fee ("**Marketing Fee**") to Seller or its designated agent on the sale of each Lot and/or home within the Community (whether such home is constructed on a Lot purchased by Buyer from Seller, on a lot purchased from a third party, or on a lot owned by a third party). The Marketing Fee shall consist of an amount equal to one percent (1.0%) of the total price of the Lot and/or home contract. The Marketing Fee shall be paid at the closing of the sale of the Lot with home, or completion of the home if on a lot owned by a third party. Buyer shall deliver to Seller a copy of the closing statement for each such sale along with the Marketing Fee payment. Buyer shall provide to Seller a weekly report of scheduled closings with homebuyers.

5. Right to Repurchase.

(a) Triggering Events. Pursuant to the Agreement, Seller has the right to repurchase the Lots acquired by Buyer in the following events (each a “**Triggering Event**”): (i) Buyer desires to sell any Lot purchased by it hereunder prior to its construction of a home thereon and without having entered into a written contract to construct a home thereon for the intended purchaser, then as to such Lot; (ii) Buyer fails to complete a Model Home or “spec” home on any Lot within the required timeframe, then as to all Lots then owned by Buyer, except those for which Buyer has a binding written contract for sale to a homebuyer; and (iii) a default by Buyer under the Agreement. As to (i) above, Buyer shall give Seller written notice of its intention to sell any Lot to a third party, and Seller shall have fifteen (15) days to elect by written notification to Buyer whether Seller desires to repurchase the Lot in accordance with this Section. As to (ii) above, Seller shall have thirty (30) days from the date by which completion was required to elect by written notification to Buyer whether to repurchase some or all of the Lots. As to (iii) above, Seller shall have sixty (60) days from the date on which the default occurs, and the Cure Period has passed if applicable, to elect by written notification to Buyer whether or not to purchase all or any of the Lots owned by Buyer. If Seller does not notify Buyer in writing within the applicable time period of its election to purchase the applicable Lot, Seller shall be deemed to have waived its right only as to the applicable Lot and the applicable Triggering Event; provided, however, if the Triggering Event is the sale by Buyer of a Lot in accordance with subsection (i) above, then Seller’s waiver or deemed waiver shall be conditioned upon the successor in interest to Buyer assuming in writing at the closing of such sale all of Buyer’s continuing obligations under this Agreement as to such Lot, including, without limitation, payment of the Marketing Fee, indemnification obligations, construction activities, purchase of impact fee credits, and otherwise, with such instrument running to the direct benefit of Seller.

(b) Repurchase Closing. If Seller exercises timely its repurchase right under subsection (a) above, then Seller shall specify in its notice a closing date within thirty (30) days of the date of Seller’s notice. The repurchase price shall be ninety percent (90%) of the price paid by Buyer to Seller for such Lot(s) plus the amount of any impact fee credits Buyer purchased from Seller, and shall be payable in cash at the time of closing. Buyer shall pay the costs of title insurance and documentary transfer taxes on the special warranty deed conveying such Lot(s), and Seller shall pay the cost for recording such deed. Buyer shall convey title to the Lot(s) subject only to matters that existed at the time that Buyer acquired the Lot from Seller, and shall re-assign to Seller any impact fee credits assigned by Seller to Buyer at the applicable Closing. All other closing procedures set forth in Section 5(b) of the Agreement shall apply to such repurchase closing.

6. Sales Reports. Buyer shall deliver to Seller: (a) by the fifteenth (15th) day of each calendar month, a written report setting forth all Lots improved with homes that Buyer sold and closed on the sale to a resident homebuyer during the preceding calendar month, identifying each Lot by Lot number, block and street address; and (b) within thirty (30) days of receipt, a copy of each certificate of occupancy obtained by Buyer as to the Lots, and shall provide the Gas Provider with access at reasonable times upon prior notice to inspect any home constructed by Buyer to verify the appliances installed.

7. Covenant Running with the Land; Successors and Assigns. The parties acknowledge and agree that the terms of this Declaration specifically touch and concern the use and development of the Property, and, therefore, that the provisions of this Declaration shall constitute covenants running with the land, burdening the Property and binding on any future owner with respect to the Property or any portion thereof (each a “**Future Owner**”), and benefiting Seller and the lands owned by Seller within the Community from time to time, and such successors and assigns as to any property owned by Seller, or any portion thereof, as Seller may designate in writing by an instrument recorded in the Public Records (“**Designated Successor**”). Buyer’s obligations under this Declaration are and shall constitute covenants running with title to the Property, binding on all Future Owners, and, except as related to conveyance of an unimproved Lot as detailed below, each reference herein to “Buyer” shall be deemed to refer to each Future Owner. Notwithstanding the foregoing, Lots within the Property shall be deemed released automatically from the terms and scope of this Declaration upon recordation in the Public Records of a deed conveying to an individual homeowner fee simple title to such Lot improved with a home, provided that the Marketing Fee due, if any, is paid to Seller, or its Designated Successor, and any title insurance company may rely upon the foregoing in issuing title insurance free and clear of this Declaration with respect to such Lot at such time and thereafter. In the event that Buyer conveys any Lot to a third party prior to constructing a single-family residence thereon, and Seller does not exercise its right to repurchase the Lot as more particularly provided above, Buyer shall include a provision in the instrument of conveyance that creates a covenant, running with title to the Lot and enforceable by Seller against Buyer’s successors in title to the Lot, that imposes on the Future Owner(s) of the Lot the obligations in this Declaration; upon completion of conveyance of the Lot as evidenced by recordation of a deed from Buyer to such Future Owner, including therein the covenant described above, then Buyer shall be deemed released from any further obligations under this Declaration as to such Lot. Seller may assign its rights under this Declaration, in whole or in part, by recorded instrument to one or more Designated Successors; provided that Seller shall not have the right to assign its rights under this Declaration to any homeowners’ association or individual homeowners within the Community.

8. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Declaration, this Declaration is for the benefit of Seller, and any Designated Successor only, and may not be relied upon, or enforced by any person or entity other than Seller or its Designated Successor(s).

9. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller or Seller’s Designated Successor, on the one hand, and Buyer or any Future Owner, on the other hand. Any such amendment shall be recorded in the Public Records. The failure by Seller or Seller’s Designated Successor to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

10. Effect of Declaration. This Declaration is intended to memorialize the agreement between Seller and Buyer under the Agreement with respect to the matters set forth herein. Nothing in this Declaration is intended to limit Seller’s rights under the Agreement, whether or not fully set

forth herein as to any other matter, including other provisions of the Agreement, which survive any Closing and termination of the Agreement.

11. Termination of Declaration. Notwithstanding anything to the contrary contained herein, this Declaration shall terminate automatically as to each Lot and shall no longer constitute a lien or encumbrance against such Lot upon the first to occur of: (a) the date on which a home has been constructed on the Lot in accordance with the terms of the Agreement, Buyer has closed on the sale of such home to a third party purchaser, all Impact Fee Credits required to be paid for under Section 3 above have been paid for, and the entire Marketing Fee due with respect to the Lot has been paid to Seller pursuant to the terms of the Agreement; or (b) the date of closing on Seller's repurchase of the Lot pursuant to Section 5 above, if Seller elects to so repurchase the Lot. Seller agrees that after this Declaration has automatically terminated as to a Lot pursuant to subsection (a) or (b) above, Seller shall, within ten (10) days after written request from Buyer or any third party purchaser of the Lot, deliver to the requesting party a document in recordable form acknowledging such termination as to the applicable Lot. Requests for such documentation acknowledging termination of this Declaration must be sent to Seller at the address first set forth above, or such other address as Seller may designate by recorded amendment to this Declaration, from time to time. The termination of this Declaration as to any Lot shall not constitute a termination of Buyer's obligations as to such Lot which may survive pursuant to the terms of the Agreement.

12. Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail, hand delivery or overnight receipt delivery service, and shall be deemed to have been given and received: (a) if given by certified mail, three (3) days after the letter, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if given by overnight delivery or courier service, when received by the party to whom it is addressed or such party's agent or representative. Such notices shall be given to the parties at the addresses set forth in the preamble to this Declaration.

13. Amendment; Waiver. This Declaration may not be modified or amended without the written consent of Seller, or Seller's designated successor in interest. Any such amendment shall be recorded in the Public Records of the County. The failure by the Seller, or Seller's designated successor in interest, to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce the same or any other breach or violation thereof, and no waiver of any right or obligation hereunder shall be effective unless in writing signed by the party to be charged with such waiver.

14. Severability. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Declaration.

15. Enforcement. In the event of the breach of any of the provisions set forth in this Declaration, Seller, or Seller's Designated Successor, shall be entitled to all rights and remedies available at law (except for the recovery of special, consequential or punitive damages which are hereby waived) or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by Buyer or any Future Owner to

comply with the terms of this Declaration. In the event of any action for enforcement of this Declaration by Seller or its Designated Successors, such enforcing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action, and all costs of mediation, arbitration or suit at both the trial and appellate levels.

16. Governing Law and Venue. This Declaration shall be construed by and controlled under the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Declaration shall be exclusively in the courts located in the County, or the United States District Court for the Middle District of Florida.

17. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Declaration including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Declaration. The parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

18. Severability. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Declaration or the failure of consideration.

19. Construction. The parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Declaration and that this Declaration has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Declaration shall not be construed or interpreted for or against any party hereto based upon authorship.

20. Time of the Essence. Time is of the essence in the execution and performance of this Declaration and each of its provisions.

21. Counterparts. This Declaration may be executed by the parties hereto in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[Signatures on the following pages.]

[Seller's Signature Page to Declaration]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year set forth above.

WITNESSES:

Sara G. Zebouni
Signature of Witness 1

SARA G. ZEBOUNI
Typed/Printed Name of Witness 1

[Signature]
Signature of Witness 2

Thany M. Frank
Typed/Printed Name of Witness 2

SELLER:

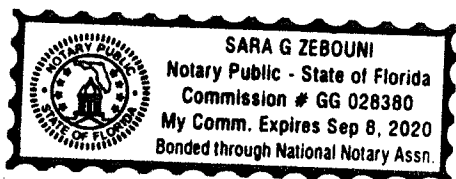
SIX MILE CREEK INVESTMENT GROUP, LLC,
a Delaware limited liability company

By: *Michael Taylor*
Michael Taylor, Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of September, 2017, by Michael Taylor, as Vice President of Six Mile Creek Investment Group, LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.



Sara G. Zebouni
Notary Public SARA G. ZEBOUNI
My Commission Expires: 9-8-2020
(Seal)

[Signatures continue on the next page.]

[Buyer's Signature Page to Declaration]

WITNESSES:

Rosemary Purnell
Signature of Witness 1

Rosemary Purnell
Typed/Printed Name of Witness 1

Grace Atkins
Signature of Witness 2

Grace Atkins
Typed/Printed Name of Witness 2

BUYER:

WEEKLEY HOMES, LLC,
a Delaware limited liability company

By: Mary Cavallino
Printed Name: _____
Title: _____
Mary Cavallino
Finance Coordinator

STATE OF TEXAS
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 29 day of Sept, 2017,
by Mary Cavallino, as Finance Coordinator of Weekley Homes, LLC, a Delaware
limited liability company, on behalf of the company, who / / is personally known to me or / / has
produced _____ as identification.

Cindy A. Moody
Notary Public
My Commission Expires:
(Seal)



Exhibit "A"

Lots

Lots 333, 339, 372, 390 and 420, WHISPER CREEK PHASE 4 UNIT B, according to the map or plat thereof, as recorded in Plat Book 83, Pages 49 through 58, of the Public Records of St. Johns County, Florida.