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***MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS***

***FOR***

***WILLOWCOVE***

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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
WILLOWCOVE**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for WILLOWCOVE is made this \_\_\_\_ day of July 2007, by Centex Homes, a Nevada general partnership and Centex/Lennar NFL Town Center South, LLC, a Delaware limited liability company.

**ARTICLE I            CREATION OF THE COMMUNITY**

1.1 Purpose and Intent. Declarant (as defined in Article II), as the owner of the real property described in **Exhibit "A"** (or if not the owner, with the owner's consent), intends, by recording of this Master Declaration and the Subdivision Declarations as described hereinbelow), to establish a general plan of development for Willowcove, a planned community (the "**Community**"). This Master Declaration, together with the other Governing Documents described in Section 1.3, provides for the overall development, administration, maintenance, and preservation of Willowcove, and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of Willowcove Master Association, Inc. (the "**Master Association**") to own, operate, and/or maintain various Master Common Areas and community improvements and to administer and enforce this Master Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

1.2 Binding Effect. This Master Declaration governs the property described in **Exhibit "A"** and any other property submitted to this Master Declaration in the future pursuant to Article XV. This Master Declaration shall run with the title to such property and shall bind everyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns. Declarant, Declarant's Affiliates, the Master Association, the Subdivision Associations, any Owner (as defined in Article II), and their respective legal representatives, heirs, successors, and assigns, may enforce this Master Declaration. Each Owner shall automatically be a Member (as defined in Article II) of the Master Association.

This Master Declaration is intended to have perpetual duration, but shall be effective for a minimum of 30 years from the date it is recorded, subject to the right of Declarant and the Members to amend it as provided in Article XV. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 75% of the Lots (as defined in Article II) agreeing to terminate this Master Declaration is recorded. If any provision of this Master Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Master Declaration is recorded. This section does not authorize termination of any easement created in this Master Declaration without the consent of the holder of such easement.

1.3 Governing Documents. The following chart identifies the documents that govern the Community (as they may be amended from time to time, the “**Governing Documents**”) and describes, in part, the purpose of each. Every Owner and occupant of a Lot (as defined in Article II), and their respective guests, tenants, visitors and invitees, shall comply with the Governing Documents.

<p><b>Master Declaration</b> (Recorded)</p>	<p>creates obligations which are binding upon the Master Association and all present and future owners and occupants of, and others with any interest in, property in the Community</p>
<p><b>Supplemental Master Declaration</b> (Recorded)</p>	<p>adds property to the Community; and/or may impose additional obligations or restrictions on such property</p>
<p><b>Articles of Incorporation</b> (filed with the Secretary of State; initial Articles attached as Exhibit “D”)</p>	<p>establish the Master Association as a not-for-profit corporation under Florida law</p>
<p><b>By-Laws</b> (Board adopts; initial By-Laws attached as Exhibit “E”)</p>	<p>govern the Master Association's internal affairs, such as voting rights, elections, meetings, officers, etc.</p>
<p><b>Board Resolutions and Rules</b> (Board may adopt)</p>	<p>establish rules, policies, and procedures for internal governance and Master Association activities; regulate operation and use of Master Common Area (as defined in Article II)</p>

Additional covenants, conditions, and restrictions may be imposed on all or any portion of the Community, in which case the more restrictive provisions will be controlling. However, no Person (as defined in Article II) shall record any additional covenants, conditions, or restrictions affecting any portion of the Community without Declarant's written consent, during the Development and Sale Period (as defined in Article II), or without the Board's (as defined in Article II) consent thereafter. Any instrument recorded without the necessary consent is void and of no force or effect.

If there are conflicts between Florida law, this Master Declaration, the Articles, and the By-Laws, the Florida law, this Master Declaration, the Articles, and the By-Laws (in that order) shall prevail. If any court determines that any provision of this Master Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

## ARTICLE II CONCEPTS AND DEFINITIONS

2.1 Defined Terms. The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

“ACOE”: United States Army Corps of Engineers.

“Affiliate”: Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term “control” means the direct or indirect power or authority to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise. Affiliates of Declarant shall include, but not be limited to Lennar Homes, LLC, a Florida limited liability company.

“Articles”: The Articles of Incorporation of Willowcove Master Association Inc., filed with the Secretary of State for the State of Florida, as they may be amended and/or amended and restated from time to time. A copy of the initial Articles is attached to this Master Declaration as Exhibit “C” and its terms are incorporated herein by reference.

“Benefited Assessment”: Assessments charged against a particular Lot or Lots for Master Association expenses as described in Section 5.4.

“Board of Directors” or “Board”: The body responsible for the general governance and administration of the Master Association, selected as provided in the By-Laws.

“By-Laws”: The By-Laws of Willowcove Master Association, Inc., as they may be amended and/or amended and restated from time to time. A copy of the initial By-Laws is attached to this Master Declaration as Exhibit “D” and its terms are incorporated herein by reference.

“CDD”: The Tolomato Community Development District

“Class “B” Control Period”: The time period during which the Class “B” Member may appoint a majority of the Board members. The Class “B” Control Period shall end when any one of the following occurs:

- (a) when 90% of the Lots proposed under the Development Plan have been issued certificates of occupancy and have been deeded to Class “A” Members;
- (b) seven (7) years from the date this Master Declaration is recorded; or
- (c) earlier, if the Declarant, in its discretion so determines.

**“Common Expenses”**: The actual and estimated expenses that the Master Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

**“Common Maintenance Areas”**: The Master Common Area, together with any other area for which the Master Association has or assumes maintenance or other responsibilities.

**“Community”** or **“Willowcove”**: The real property described in Exhibit “A,” together with such additional property as is subjected to this Master Declaration in accordance with Article VI.

**“Community Name”**: Willowcove and/or such other name or names as Declarant shall designate for all or any portion of the Community.

**“Community-Wide Standard”**: The standard of conduct, maintenance, or other activity generally prevailing from time to time throughout the Community, or the minimum standards established through Board resolutions, whichever is the highest standard. The Community-Wide Standard may contain objective elements, and subjective elements.

**“County”**: St. Johns County, Florida.

**“Declarant”**: Centex Homes, a Nevada general partnership (“Centex”) and Centex/Lennar NFL Town Center South, LLC, a Delaware limited liability company (“Centex/Lennar”), or any successors or assigns as developer of all or any portion of the Community that is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Centex and Centex/Lennar shall jointly and severally hold and exercise the rights of Declarant hereunder. All references to the Declarant in this Master Declaration shall be deemed a joint reference to both Centex and Centex/Lennar. Any action taken or notice given by either Centex or Centex/Lennar as Declarant shall be deemed given by and binding upon both Centex and Centex/Lennar. On all matters, Declarant may act through any of its Affiliates. Any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be known as a **“Predecessor Declarant”** and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Declarant established in this Master Declaration. Whether or not specifically stated, a predecessor Declarant shall be afforded the same protection with respect to matters arising from actions taken during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

**“Development Plan”**: The land use or site plan for the Community approved by Declarant, as it may be amended from time to time, which includes all of the property described in **Exhibit “A”** and all or a portion of the property described in **Exhibit “B.”** Declarant is not obligated to submit property shown on the Development Plan to this Master Declaration. In addition, Declarant may submit property to this Master Declaration that is not shown on the Development Plan. Reference should be made to Article X of this Master Declaration to the respective rights and obligations of Owners and Declarant with respect to the use and Development of the Community.

**“Development and Sale Period”**: The period of time during which Declarant and/or its Affiliates own property subject to this Master Declaration or Declarant holds an unexpired right to unilaterally expand the Community pursuant to Section 6.1.

**“DEP”**: The Florida Department of Environmental Protection.

**“District or SJRWMD”**: The St. Johns River Water Management District.

**“Governmental Authority”**: Any federal, state, county, municipal or other governmental or quasi-governmental department, entity, authority, agency or instrumentality having or asserting jurisdiction over the Community or a portion thereof.

**“HUD”**: U.S. Department of Housing and Urban Development.

**“Legal Costs”**: The costs which a Person entitled to reimbursement for “Legal Costs” under any provision of the Governing Documents incurs in pursuing legal action (regardless of whether suit is filed or whether arbitration or court action is taken) to enforce the Governing Documents, including, but not limited to, reasonable attorneys' and paralegals' fees, expert witness fees, and court costs at all tribunal levels.

**“Lot”** and/or **“Unit”**: A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved, or intended by Declarant to be improved, with a single-family residential dwelling. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on a Plat. A Lot may be a Residential Lot under the Residential Plat, Townhome Lot under the Townhome Plat or as established under any other Plat.

A parcel of land shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Lots shown on the Plat. Any portion not subdivided shall continue to be a single Lot.

Any Owner owning two adjoining Lots may, with the prior written approval of Declarant during the Development and Sale Period, and the Master Association thereafter, and with all required approvals from the County, CDD and all other governmental agencies having jurisdiction thereover, combine such Lots into a single building site for the purpose of constructing one dwelling and such other improvements as are approved hereunder; however, each of the Lots so combined shall continue to be treated as a separate Lot for purposes of voting and assessment, unless the Plat creating such Lots is revised and recorded, with the prior consent of the Declarant or the Master Association, to combine them into a single Lot. Declarant or the Master Association, as applicable, may grant or withhold their approval to any such combination or plat revision in their sole discretion.

**“Master Association”** or **“Association”**: Willowcove Master Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

**“Master Common Area”**: All real and personal property, including easements, which the Master Association owns, holds, leases, or otherwise has a right to possess or use for the

common use and enjoyment of the Owners. Master Common Area includes the Surface Water and Storm Water Management System, as defined below.

“Master Declaration” or “Declaration”: This Master Declaration of Covenants, Conditions and Restrictions for Willowcove.

“Member”: A Person subject to membership in the Master Association, as described in Section 3.2. There initially are two membership classes-- Class “A” and Class “B.”

“Mortgage”: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an institutional lender. The term “Mortgagee” shall refer to a beneficiary or holder of a Mortgage. The term “Institutional Lender” shall include any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the Federal government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

“Owner”: The record titleholder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee). If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

“Permit”: Permit No. 40-109-87432-10 issued by the District, a copy of which is attached as Exhibit "E" to this Master Declaration.

“Person”: An individual, a corporation, a partnership, a trustee, or any other legal entity.

“Plat” or “Subdivision Plat”: Any recorded plat for all or any portion of the Community, including, without limitation, the Residential Plat and Townhome Plat. As to a particular portion of the Community, the applicable Plat shall be deemed to be the Plat (and/or Plat amendment, revision or similar instrument, as applicable) to which such portion of the community is subject or which otherwise affects such portion of the Community at the time this applicable determination is to be made.

“Property” or “Properties”: The real property described on the attached Exhibit “A,” and such additions thereto as may be brought within the jurisdiction of the Master Association and made subject to this Master Declaration. The Property is currently comprised of the Residential Property and the Townhome Property.

“Regular Assessment”: Annual assessments levied to fund Master Common Expenses for the general benefit of all Lots, as determined in accordance with Section 5.1(a).

“Residential Association”: Willowcove Homeowners Association, Inc., a Florida corporation, not-for-profit, its successors and/or assigns.

“Residential Association Property”: All real and personal property, including easements, which the Residential Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the members of the Residential Association.

**“Residential Declaration”**: The Declaration of Covenants, Conditions and Restrictions for Willowcove (Single Family Homes) with respect to the Residential Property recorded in the Public Records of St. Johns County, Florida contemporaneously with or after this Master Declaration, as the same may be amended from time to time.

**“Residential Plat”**: That certain plat of Willowcove Phase I as recorded in Plat Book 61, Page 81, Public Records of St. Johns County, Florida.

**“Residential Property”**: The property described in and encumbered by the Residential Plat.

**“Residential Lot”**: A Lot or Unit as designated on the Residential Plat.

**“Residential Owner”** An Owner of a Residential Lot.

**“Special Assessment”**: Assessments levied against Lots in accordance with Section 5.3 to cover unbudgeted expenses or expenses in excess of those budgeted.

**“Subdivision Association”**: The Residential Association, Townhome Association and any other homeowners or property owners association formed with respect to any portion of the Property.

**“Subdivision Declaration”**: The Residential Declaration, Townhome Declaration and any other **declaration** of covenants, conditions and restrictions imposed on any portion of the Property.

**“Supplemental Master Declaration”**: A recorded instrument that subjects additional property to this Master Declaration and/or imposes additional and/or modified restrictions and obligations on the land described in such instrument.

**“Surface Water and Storm Water Management System”**: A drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the Permit issued by the District. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Community.

**“Townhome Association”**: Willowcove Park Homeowners Association, Inc., a Florida corporation, not-for-profit, its successors and/or assigns.



**“Townhome Association Property”**: All real and personal property, including easements, which the Townhome Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the members of the Townhome Association.

**“Townhome Declaration”**: The Declaration of Covenants, Conditions and Restrictions for Willowcove Park (Townhomes) with respect to the Townhome Property to be recorded in the Public Records of St. Johns County, Florida after this Master Declaration, as the same may be amended from time to time.

**“Townhome Plat”**: Any plat or plats of the Townhome Property to be recorded among the Public Records of St. Johns County, Florida.

**“Townhome Property”**: That certain property to be subdivided by the Townhome Plat and encumbered by the Townhome Declaration as more particularly described on Exhibit “A” attached hereto.

**“Townhome Lot”**: A Lot or Unit as designated on the Townhome Plat.

**“Townhome Owner”** An Owner of a Townhome Lot.

**“VA”**: U.S. Department of Veterans Affairs.

**“Wetland”**: Any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the District, or by the County, or by the ACOE, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

## 2.2 Interpretation of Certain References.

(a) **Recording.** All references in the Governing Documents to a **“recorded”** legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument, in the public records of the County, or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

(b) **Consent or Approval.** All references in the Governing Documents to **“consent”** or **“approval”** shall refer to permission or approval, which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

(c) **Discretion and Determinations.** All references in the Governing Documents to **“discretion”** or to the right to **“determine”** any matter shall refer to the sole and absolute power, right and/or discretion to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action or inaction.

2.3 Master Association and Master Declaration. The Property, each Owner and respective Lot or Unit is subject to this Master Declaration and the jurisdiction of the Master Association. No Subdivision Association shall take any action (i) to amend this Master Declaration, the Articles or Bylaws of the Master Association (except as provided in this Master Declaration) or (ii) to impose any lien, assessment, liability, easement contractual obligation or use restriction (including rules and regulations) on any portion of the Master Common Area or the Master Association without the prior written consent of the Master Association, which may be withheld for any reason. Each Subdivision Association will indemnify and hold Master Association harmless from any assessments or liens imposed on the Master Common Area pursuant to their Subdivision Declaration or by such Subdivision Association, not approved by the Master Association. The Master Association shall have no obligation to approve any assessment or lien on Master Common Area. Notwithstanding any other provision in this Master Declaration, this provision may not be amended without written consent by the Master Association.

### **ARTICLE III THE MASTER ASSOCIATION AND ITS MEMBERS**

3.1 Function of Master Association. The Master Association is the entity responsible for management, maintenance, operation, and control of the Common Maintenance Areas. The Master Association also has primary responsibility for administering and enforcing the Governing Documents. The Master Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Master Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the By-Laws. Membership in the Master Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Master Declaration, the Articles of Incorporation, or By-Laws of the Master Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

3.2 Master Association Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Master Association, shall acknowledge the authority of the Master Association as herein stated, and shall abide by and be bound by the provisions of this Master Declaration, the Articles, the Bylaws and other rules and regulations of the Master Association. Notwithstanding anything else to the contrary set forth in this Section 3.2, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association. Membership in the Master Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record titleholder to each Lot shall automatically become a Member of the Master Association and shall be assured of all rights and privileges thereof upon presentation of a photo statically or otherwise reproduced copy of said Owner's deed to the Master Association for placement in the records of the Master Association. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Master Association shall be transferred from the existing Lot Owner to the new Lot Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the dwelling constructed thereon be a Member of the Master Association unless and until any of said parties obtain or receive fee simple title to such Lot.

3.3 Voting Rights. The Master Association shall have two (2) classes of voting membership:

(a) Class "A". Class A Membership shall be all the Owners of Lots (except the Declarant and Declarant's Affiliates and their successors and assigns as long as the Class B Membership shall exist, and thereafter, the Declarant and Declarant's Affiliates and their successors and assigns shall be Class A Members to the extent each would otherwise qualify). Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property that is exempt from assessment under Section 5.8.

In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the **Association** in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall not have any specific number of votes, but may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot it owns.

3.4 Subdivision Association Membership. Each Class A Member of the Master Association shall also be a Member of a Subdivision Association and shall have voting rights in such Subdivision Association as provided in the documents governing such Subdivision Association, separate and apart from the voting rights which the Voting Class A Member with respect to such Subdivision exercises in the Master Association pursuant to Section 3.3 above.

3.5 Assignment of Voting Rights. For as long as the Declarant is a Class B Member, Declarant shall have the specific right, in its sole and absolute discretion, to delegate any or all voting rights of the Class B Membership to an Affiliate of Declarant or a builder specializing in the development of residential homes and purchasing and building residential homes upon multiple Lots within the Property.

3.6 Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of the County, a deed or other instrument conveying record fee title to any Lot. Upon such happening, the new Owner shall automatically become a Member of the Master Association, and the membership of the prior Owner shall be terminated. The interest of a Member in the Master Association (i) shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to each Owner's Lot and (ii) shall be appurtenant to, run with, and shall not be separated from the Lot with respect to which membership is based.

3.7 General Matters. When reference is made herein, or in the Articles, Bylaws, Master Association rules and regulations, management contracts or otherwise, to the consent of, approval of, or decision of a majority or specific portion or percentage of the Members of the

Master Association or any Subdivision Association, such reference shall be deemed to be reference to a majority or specific portion or percentage of all of the Members of such Subdivision Association, according to the terms of the documents governing the applicable Subdivision Association, and not of the Voting Class A Members or Owners.

#### **ARTICLE IV            MASTER ASSOCIATION POWERS AND RESPONSIBILITIES**

##### **4.1    Acceptance and Control of Master Common Areas.**

(a)    The Master Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of Section 11.9. The Master Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Master Common Area by others.

(b)    Declarant or its designees may, from time to time, transfer to the Master Association, and the Master Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A" or Exhibit "B." Subject to the provisions of Section 11.9, upon Declarant's request, the Master Association shall transfer back to Declarant or its designees, without any payment by Declarant or such designee, any real property which has not been improved by a structure intended for residential occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements, if originally conveyed to the Master Association for no or nominal payment.

(c)    The Master Association is responsible for management, operation, and control of the Master Common Area in accordance with the Community Wide Standard, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Master Association. The Board may, from time to time, adopt such reasonable rules regulating use of the Master Common Area as it deems appropriate provided such rules shall be subject to Declarant's written approval during the Development and Sale Period. The Master Association may enter into a property management agreement with any Person, including Declarant or any Declarant Affiliate.

(d)    Declarant may elect to construct or install certain improvements or facilities upon portions of the Master Common Area, but is not obligated to do so and may elect to leave portions of the Master Common Area in their natural unimproved state. Declarant shall have the absolute right and power to determine what improvements or facilities, if any, will be located on the Master Common Area during the Development and Sale Period.

(e)    Declarant hereby reserves the right, at all times after conveyance of the Master Common Area to the Master Association, to enter the Master Common Area, without prior notice, and to inspect the condition thereof and the improvements and facilities thereon, if any. If Declarant determines, in its sole judgment, that the Master Association has failed to maintain any portion of the Master Common Area in a manner consistent with the Community-Wide Standard, it may so notify the Master Association, in writing, and the Master Association

shall promptly perform the required maintenance or repairs. Failure of the Master Association to maintain the Common Area in a manner consistent with the Community-Wide Standard shall relieve Declarant and any predecessor Declarant of any liability to the Master Association or to any Member for any condition of the Master Common Area. Declarant shall have the right to make a record of its inspections by any means available, including, but not limited to, photographing and/or videotaping the Master Common Area, and shall have the right to perform tests or examinations to determine the condition of the Master Common Area. Notwithstanding the foregoing, Declarant shall have no obligation to perform inspections of the Master Common Area owned by the Master Association, and the Master Association shall not be relieved of its obligation to maintain the Master Common Area because of the election of Declarant or any predecessor Declarant to inspect or not to inspect or report to the Master Association the condition of the Master Common Area.

4.2 Maintenance of Common Maintenance Areas. The Master Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to (a) the Master Common Area, including landscaping, signage, perimeter walls, fencing, structures, and other improvements located on the Master Common Area; (b) at the election of Declarant or the Master Association, landscaping within public rights-of-way within or abutting the Community, or wetlands if not the obligation of owners; (c) such portions of Lots as are specifically identified as the Master Association's responsibility under any Supplemental Master Declaration; (d) such portions of any additional property as may be dictated by Declarant, this Master Declaration, any Supplemental Master Declaration, any Plat, or any contract, covenant, or agreement for maintenance entered into by, or for the benefit of, the Master Association; and (e) all ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, other than those portions located on a Lot and to be maintained by the Owner of such Lot in accordance with the applicable Subdivision Declaration including, without limitation, associated improvements and equipment, any other wetland (whether located in Master Common Area or a Lot), but not including any such areas, improvements, or equipment maintained by the County, a community development district, or any other governmental or quasi-governmental body.

The Master Association shall maintain the littoral shelf, if any, of all culverts, ditches, or waterways serving as part of the Surface Water and Storm Water Management system, which maintenance may include, without limitation, appropriate landscaping and plantings.

The Master Association may maintain other property that it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the owner of such other property consents. The Master Association shall not be liable for any damage or injury occurring on or arising out of the condition of property it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

The Master Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least 75% of the Class "A" votes agree in writing to discontinue such

operation (which may include closing and/or demolishing such facilities or equipment). Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval during the Development and Sale Period.

Unless otherwise provided in this Master Declaration or any applicable Supplemental Master Declaration, the costs associated with maintenance, repair, and replacement of the Common Maintenance Areas shall be a Common Expense. However, the **Association** may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Master Declaration, a Supplemental Master Declaration, or other recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Master Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences that may be drawn from promotional or other materials.

4.3 Insurance – Master Common Areas. The Master Association shall keep all improvements, facilities, and fixtures located within the Master Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable.

(a) Required Coverages. The Master Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available: (i) blanket property insurance covering all insurable improvements within the Master Common Areas to the extent that the Master Association has responsibility for repair or reconstruction in the event of a casualty, regardless of ownership with full replacement value coverage; (ii) commercial general liability insurance on the Common Maintenance Areas insuring against liability for bodily injury, death, and property damage arising from the activities of the Master Association or with regards to Common Maintenance Areas, including, without limitation, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member, the Master Association, the Subdivision Associations and vice versa; (iii) directors and officers liability coverage; (iv) commercial crime insurance, including fidelity insurance, covering all Persons responsible for handling Master Association funds in an amount at least equal to three months of Regular Assessments, plus all reserve funds; (v) to the extent any insurable improvements to Common Maintenance Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Maintenance Areas or the maximum amount of coverage available under the National Flood Insurance Program; and (vi) such additional insurance as the Board, in its business judgment, determines advisable. Notwithstanding the foregoing, Declarant may obtain insurance for multiple communities, which it is developing, and/or other projects under a blanket policy instead of obtaining a separate policy for the Master Association, and charge a reasonable portion of the cost thereof to the Master Association.

Unless otherwise provided in this Master Declaration, a Supplemental Master Declaration or any Subdivision Declaration, premiums for Common Maintenance Area insurance shall be a Common Expense.

(b) Policy Requirements. The Master Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons. All Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon written request, to each Member insured.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Master Association may contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.

The policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 4.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Benefited Assessment.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Master Common Area or other property for which the Master Association maintains insurance coverage, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(d) Waiver of Subrogation. As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, the Subdivision Associations, Declarant, Declarant's Affiliates any predecessor Declarant, and the directors, trustees, officers, shareholders, attorneys, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Damaged improvements on the Master Common Area shall be repaired or reconstructed unless Members representing at least 80% of the total Class "A" votes in the Master Association and the Declarant during the Development and Sale Period, decide, within 90 days after the loss, not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Master Association within such 90-day period, then the period may be extended until 90 days after such funds or information are available. No Mortgagees shall have

the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed (unless required by FNMA, HUD, FHA or VA).

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Master Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Master Association shall deposit any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, in a capital improvements account for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

#### 4.4 Enforcement.

(a) The Master Association, acting through the Board, may impose sanctions for violation of the Governing Documents, subject to the notice and hearing procedures set forth in the By-Laws, as applicable. Such sanctions may include, without limitation:

(i) imposing monetary fines, up to the maximum, if any, permitted by applicable laws, which may accrue from the date of notice and which shall constitute a lien upon the violator's Lot (in the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board); and

(ii) suspending the vote attributable to the violating Owner's Lot if permitted and then in accordance with applicable law; and

(iii) suspending the violator's and any guest or invitee of the violator's right to use any recreational facilities within the Common Maintenance Area in accordance with applicable law; and

(iv) suspending any services which the Master Association provides to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charge owed to the Master Association for longer than 30 days (or such longer period as is required by HUD or VA if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approvals for such Mortgages); and

(v) levying Benefited Assessments pursuant to Section 5.4 to cover costs the Master Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Costs, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees, including, without limitation, all such Legal Costs or other costs incurred in exercising any right or remedy of the Master Association or Board as set forth in this Section 4.4.

(b) In addition, but without limitation of the Master Association's other rights and remedies, the Master Association, acting through the Board or its designee, may take the



following action to enforce the Governing Documents without, to the extent permitted by applicable law, the necessity of compliance with the notice and hearing procedures set forth in the By-Laws:

(i) requiring an Owner, at its own expense, to perform maintenance on such Owner's Lot, or to remove any structure, item or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition; or

(ii) entering the property pursuant to the easement granted in Section 8.4 and exercising self-help to remove or cure a violating condition upon failure of an Owner to take action as required pursuant to subsection (i) above within 10 days after the Board's mailing of written notice to do so, and any such entry shall not be deemed a trespass; or

(iii) exercising self-help in any situation, including entering the property pursuant to the easement granted in Section 8.4 in exercising such self-help; and/or

(iv) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, subject to the procedures set forth in Article X, if applicable.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents whether brought by the Master Association, Declarant, or Owner, the prevailing party shall be entitled to recover all Legal Costs incurred in any such action.

(d) The Master Association's decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Master Association's position is not strong enough to justify taking any or further action; or

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Master Association's resources; or

(iv) it is not in the Master Association's best interests, considering, among other things, hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Master Association to enforce such provision at a later time under the same or other circumstances or preclude the Master Association from enforcing any other covenant, restriction, or rule.

(e) The Master Association, by contract or other agreement, may enforce applicable governmental regulations and permit a Governmental Authority to enforce ordinances, rules, statutes, or laws within the Community for the benefit of the Master Association and its Members.

(f) The District and the Master Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Master Declaration that relate to the maintenance, operation, and repair of the Surface Water or Storm Water Management System.

(g) Declarant shall be entitled to exercise all of the rights and powers granted to the Master Association under Sections 4.4(a), 4.4(b) and 4.4(c) and shall be entitled to recover all costs that it incurs in so doing from the responsible Owner.

(h) Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted as provided in the Governing Documents by Declarant, its successors and assigns, the Master Association, its successors or assigns, or any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Master Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Master Association shall have the right of self-help to cure any violations that remain uncured after any required notice is given.

4.5 Implied Rights; Board Authority. The Master Association may exercise any right or privilege given to it expressly or by reasonable implication from the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Master Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Master Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Master Association or the Members. In exercising the Master Association's rights and powers, making decisions on the Master Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Master Association's affairs, Board members and the Master Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

4.6 Provision of Services to Lots. The Master Association may provide, or provide for, services and facilities for all or any of the Members and their Lots, and may enter into contracts or agreements with other entities, including, without limitation, Declarant or its Affiliates, to provide such services and facilities. The Board may charge use or service fees for

any such services and facilities, or may include the costs in the Master Association's budget as a Common Expense and assess it as part of the Regular Assessment, if provided to, or determined by the Board to be a benefit to, all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, internet access, security monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, and other services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Master Association as to what, if any, services or facilities shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services or facilities provided to Owners or Lots as a Common Expense or a Limited Common Expense, shall not exempt any Owner from the obligation to pay assessments for such services or facilities.

4.7 Municipal Service Taxing Units. In order to perform the services contemplated by this Master Declaration, the Master Association or Declarant, in conjunction with the County, may seek the formation of special purpose municipal service taxing units ("MSTU's"). The MSTU's will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadways, roadway informational signs, traffic control signs, benches, trash receptacles, and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Community. In the event such MSTU's are formed, the Community will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with the County shall have the right to enter upon lands within the Community to affect the services contemplated. Each Owner, by acquiring lands within the Community, agrees to pay each and every MSTU assessment imposed upon the Owner or the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Master Association retains the right to contract with the County to provide the services funded by the MSTU's. Services performed by an MSTU that would otherwise be performed by the Master Association and for which the MSTU imposes assessments on the Owners shall be removed from the Master Association's budget and the Board shall reduce the Regular Assessment accordingly.

4.8 Relationships with Other Properties. The Master Association may enter into contractual agreements or covenants to share costs with any neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of maintenance of Common Maintenance Areas.

4.9 Relationship with Governmental and Tax-Exempt Organizations. The Master Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Master Common Area to, state or local governments, public or private utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Master Association, and the Members. The Master Association may contribute money, real property (including, without limitation, Master Common Area), personal property, or services to any such

entity. Any such contribution may be a Common Expense and included as a line item in the Master Association's annual budget.

For the purposes of this Section, a **"tax-exempt organization"** shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

4.10 Right To Designate Sites for Governmental and Public Interests. During the Development and Sale Period, Declarant may, but is not obligated to, designate sites within the Community for government, education, or religious activities and interests, including, without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. Subject to the approval requirements set forth in Section 11.9, the sites may include Master Common Area, in which case the Master Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

4.11 Responsibilities Under Governmental Permits. Declarant shall have the absolute and unconditional right in its sole discretion to assign, delegate, or otherwise transfer to the Master Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Community, including, without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System under the Permit. The Master Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment, delegation, or transfer and assumption shall be effective without the consent of, or any further action by the Master Association, but upon Declarant's request, the Master Association shall promptly execute any documents which Declarant requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. If not earlier assigned and transferred, Declarant shall be deemed to have assigned and transferred, and the Master Association shall be deemed to have accepted and assumed, all of Declarant's continuing obligations and/or responsibilities under all governmental permits and approvals with respect to the Community, including, without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System under the aforesaid Water Management District Permit, upon termination of the Class "B" Control Period. The Master Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Master Association shall indemnify, defend and hold Declarant harmless from any claims or losses arising out of the violation or failure to comply with any permit(s), or out of the operation, maintenance or use of any improvement or facility authorized by the permit(s), provided such claim or loss first occurs after the effective date of the assignment, delegation, transfer (or tender of the assignment, delegation, or transfer, if wrongfully refused by the Master Association).

4.12 Waterways; Water Level and Use. With respect to any waterways now existing or which may hereafter be contained within or adjoining the Community, only Declarant and Declarant's Affiliates (and after termination of the Class "B" Control Period, the Master Association and, with the Master Association's approval, the Subdivision Associations) shall have the right to pump or otherwise remove any water from such waterways for the purposes of

irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by Declarant, the District if applicable, (and following the termination of the Class "B" Control Period, the Master Association). No boats or other water vehicle or craft shall be permitted on such waterways. Subject to the provisions of this Master Declaration, and applicable law, the Master Association shall have the right and, to the extent required by the terms of Section 4.13 or any applicable governmental permit or ordinance as permitted by law, the obligation, to control the growth and eradication of plants, fowl, reptiles, animals, fish, fungi and other growth in, on and around such waterways.

4.13 Surface Water and Storm Water Management System. The Declarant has caused or will cause to be constructed within the geographic area shown by the Plat drainage retention/detention areas. These drainage structures are part of the overall drainage plan for the Property. The Master Association shall have unobstructed ingress to and egress from all retention/detention areas within the Property at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. Should any Owner fail to sufficiently maintain any portion of the Surface Water and Storm Water Management System within its boundaries (or any portion of a surface water management system which connects with the Surface Water and Storm Water Management System), the Master Association shall have the authority to maintain such portion and the cost of such maintenance shall be assessed against and become a debt of the Owner to the Master Association as a Special Assessment and shall become immediately due and payable as provided for other assessments of the Master Association. Consequently, no Owner shall utilize, in any way, any of the drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Master Association. The Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

(a) Maintenance, Operation, and Monitoring. The Master Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage; water storage, conveyance, or other surface water or storm water management capabilities are permitted by the District, ACOE, and/or DEP. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by the District, ACOE, and/or DEP. Notwithstanding anything contained herein to the contrary, the Master Association shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of Declarant or the Master Association. The Master Association shall maintain, as part of the Common Maintenance Areas, the Surface Water and Storm Water Management System and shall comply with conditions of the permits from the District, the ACOE, DEP, the County, or the State of Florida for the Surface Water and Storm Water Management System within the Community. The Master Association, shall, when requested by Declarant, apply for the issuance of, or accept assignment of, all District, ACOE, DEP, County and State of Florida permits for the Community (as the Community may be expanded by the annexation of additional phases as herein contemplated)

and shall be designated as the "permittee" thereof. The conditions of the permits include monitoring and record keeping schedules, and maintenance. The following additional conditions shall apply:

(i) The Master Association shall hold and save the District, ACOE, County and the State of Florida harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance, or use of any improvement or facility authorized by the permits.

(ii) The Master Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permits, as required by the DEP, District, ACOE, County, and/or the State of Florida. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permits and when required by the District, ACOE, County, and State of Florida rules, per permits.

(iii) The Master Association specifically agrees to allow authorized District, ACOE, County, and State of Florida personnel, upon representation of credentials or other documents as may be required by law, access to the Common Maintenance Areas where the permitted activity is located or conducted at all reasonable times for the purposes of inspection and testing to determine compliance with the permits and District, ACOE, County and the State of Florida regulations, such as:

(A) having access to and copying any records that must be kept under the conditions of the permits; and

(B) inspecting the facilities, equipment, practices, or operations regulated or required under the permits; and

(C) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permits or District, ACOE, County and State of Florida rules; and

(D) gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

(iv) The Master Association shall submit inspection reports in the form required by the District, ACOE, County, and State of Florida, in accordance with the following schedule unless specified otherwise here or in permit applications:

(A) for systems utilizing exfiltration, the inspection shall be performed 18 months after operation is authorized and every 18 months thereafter; and

(B) for systems utilizing retention and wet detention, the inspections shall be performed two years after operation is authorized and every two years thereafter.

(v) It shall be the responsibility of each Owner at the time of construction of a building, residence, or other structure on such Owner's Lot, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to Chapter 40E, F.A.C., approved and on file with the District.

(vi) It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Community includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District and the ACOE. Owners should address any question regarding authorized activities within any wet detention pond to the District Service Office, and the ACOE.

(vii) No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats, unless prior approval is received from both the District Regulation Department pursuant to Chapter 40E, F.A.C., and from the County, the Master Association and Declarant. If such activities are subject to ACOE or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(viii) Neither the Master Association, any Subdivision Association nor any Owner shall engage in any construction related activities within any part of the Surface Water and Storm Water Management System unless such activities have been approved in writing by the District or are specifically authorized by the conditions of the applicable permits. Without limitation, the following activities are deemed construction related and are prohibited unless authorized in accordance with this subsection: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water and Storm Water Management System. If such activities are subject to the ACOE, County, or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(ix) The Master Association, through its Board, shall be responsible for enforcing the provisions of this Master Declaration; however, in addition to enforcement by the Master Association, Declarant hereby reserves unto itself, and grants to the County and the District, the non-exclusive right, but not the obligation, to enforce the provisions of this Master Declaration concerning compliance with the Surface Water and Storm Water Management System permit, all applicable federal, state, and local laws, ordinances, and regulations, and all applicable rules and regulations of the Master Association against any person or entity in violation including the Owners, the Master Association, any Subdivision Association builders, Affiliates of Declarant, and Declarant by the exercise of any remedies available at law or in equity, or otherwise provided in this Master Declaration for the protection and benefit of the Master Association, its Members, and the Community. Notwithstanding anything in this Master Declaration to the contrary, in the event that the County or the District elects to take enforcement action against any Owner, Declarant, Declarant Affiliate, the Master Association, a Subdivision Association or any other Person for violation of the terms of any permit, law, ordinance, rule, or

regulation, such enforcement shall not be subject to the dispute resolution provision of Article X of this Master Declaration.

(b) Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40E, F.A.C., and be approved by the District prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Master Association shall be deemed assumed by the Subdivision Association and the Owners, and the Subdivision Associations and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System in accordance with the requirements of the permits.

(c) Shared Facilities. It is expected that certain portions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not owned by Declarant and not within the Community. Declarant reserves the right to grant such drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Community and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Master Association.

(d) CDD Pond. Pursuant to that certain Drainage Easement from Sonoc Company, LLC to Centex Homes recorded April 24, 2006 in Official Records Book 2689, Page 495, Public Records of St. Johns County (the "Drainage Easement") a portion of the Surface Water and Storm Water Management System discharges into a drainage pond located on property adjacent to the Property all as more particularly set forth in the Drainage Easement (the "Drainage Pond"). The Master Association shall assume and perform all obligations of Declarant under the Drainage Easement, including payment of the Community's share of the cost of maintenance of the Drainage Pond as set forth in the Drainage Easement and that certain Cost Sharing Agreement between Centex Homes and the CDD with respect to the Drainage Pond dated April 6, 2006 as referenced in Section 5 of the Drainage Easement, with the cost of same to be a Common Expense of the Master Association.

## **ARTICLE V            MASTER ASSOCIATION FINANCES**

### **5.1    Budgeting and Allocating Common Expenses.**

(a) Calculation of Regular Assessments. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses it expects to incur for the coming year, including any contributions to be made to reserves pursuant to Section 5.2 for periodic major maintenance, repair and replacement of items that the Master Association maintains as a Common Expense. The budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance of the Surface Water and Storm Water Management System and, as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic major maintenance, repair and replacements to the Common Maintenance Areas as provided in Section 5.2, including, without limitation, contributions to reserves for the Surface Water and Storm Water Management System.



The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities, and any other non-assessment income.

The Master Association is authorized to levy Regular Assessments to fund the Common Expenses against all Lots subject to assessment under Section 5.5, in the proportions described in Section 5.5. In determining the Regular Assessment rate, the Board may consider any assessment income expected to be generated from any property anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Regular Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 5.6(b) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Master Association and Declarant.

The Board shall send a summary of the proposed budget and notice of the Regular Assessment to be levied pursuant to such budget to each Owner at least 30 days prior to the effective date of the budget. The budget and assessment shall automatically take effect on such date unless disapproved at a meeting by Members representing 75% of the total Class "A" votes and by Declarant during the Class "B" Control Period. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Section 2.5 of the By-Laws. Any such petition must be presented to the Board within 14 days after mailing of the budget and notice of the Regular Assessment.

If any proposed budget is disapproved, or if the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Regular Assessment from time to time during the year, subject to the notice requirements set forth above and applicable law.

5.2 Budgeting for Reserves. The Board shall prepare and periodically review reserve budgets for the Common Maintenance Area which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each budget. The Board shall include in the Common Expense budget adopted pursuant to Section 5.1(a) as appropriate, a capital contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period.

Reserve funds shall be held in a separate account or accounts from the operating and other funds of the Master Association.

The reserve funds held in each account may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Master Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period.

5.3 Special Assessments. In addition to other authorized assessments, the Master Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Master Declaration, any Special Assessment shall require the affirmative vote or written consent of a majority of the Board, and the affirmative vote or written consent of Declarant, during the Development and Sale Period. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

5.4 Benefited Assessments. The Master Association may levy Benefited Assessments against one or more particular Lots as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Master Association may offer (which might include the items identified in Section 4.6 or Section 5.10) or pursuant to a Supplemental Master Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs, subject to the limitations of Section 4.4, as applicable.

5.5 Assessment Rate; Commencement of Assessments; Time of Payment. The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Master Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. Regular and Special Assessments for Common Expenses shall be allocated equally among all Lots subject to assessment, except that until such time as a certificate of occupancy or similar approval is issued for a Lot or two years after the date of conveyance by Declarant to persons other than Declarant's Affiliates, whichever is sooner, the Lot shall be assessed at 25% of the rate of assessment that such Lot would otherwise bear. The first annual Regular Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Owners shall pay assessments in the manner and on the dates the Board establishes. At the election of the Board, the responsibility for billing and collecting assessments may be delegated to the Subdivision Associations. The Board may require advance payment of

assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners who have failed to pay, on a timely basis, two or more payments, in any 12 month period, of any nature, due under the Governing Documents. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, the Regular Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require that the outstanding balance on all assessments be paid in full immediately.

#### 5.6 Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, covenants and agrees to pay all assessments levied in accordance with the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of 18% per annum or the maximum rate permitted by law, whichever is less), late charges as determined by Board resolution, and Legal Costs, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Regular Assessments, if any, on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Master Association may retroactively assess any shortfalls in collections.

No Owner is exempted from liability for assessments by non use of Common Maintenance Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set off shall be claimed or allowed for any alleged failure of the Master Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Following a written request, the Master Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by a Master Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. Notwithstanding anything to the contrary contained in this Master Declaration, to the extent permitted by Florida law, during the Class "B" Control Period, Declarant may satisfy the obligation for assessments on Lots which are owned by Declarant or Declarant's Affiliates either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between (i) the amount of assessments levied on Lots owned by Class "A" Members other than Declarant or Declarant's Affiliates, plus any other income received during the fiscal year, and (ii)

the amount of the Master Association's actual expenditures during the fiscal year, excluding contributions to reserves and excluding special assessments arising as a result of any unusual loss or liability. Unless Declarant otherwise notifies the Board in writing at least 30 days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After termination of the Class "B" Control Period, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

(c) Declarant's Right to Loan or Advance Funds. Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Master Association to assist the Master Association in meeting its financial obligations, in addition to Declarant's obligation to pay assessments or fund the deficit under Section 5.5 or 5.6(b). Notwithstanding anything to the contrary contained in this Article V, if Declarant loans, advances or otherwise pays assessments in excess of its obligations under Sections 5.5 or 5.6(b) then any such sums shall be repaid to the Declarant prior to the termination of the Class B Control Period.

5.7 Lien for Assessments. The Master Association may record a lien against any Lot, including Lots owned by Declarant or Declarant's Affiliates, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments shall include interest, late charges (subject to Florida law), and Legal Costs. Such lien shall be superior to all other liens, except (a) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (b) other liens or encumbrances which by law would be superior. The Master Association's lien may be enforced by suit, judgment, and/or judicial or nonjudicial foreclosure, unless prohibited by applicable law.

Notwithstanding the above, and subject to applicable law, the Board may designate assessments or charges levied solely for the purpose of funding Common Expenses related to acquisition, development, or construction of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) as a "**Capital Improvement Assessment,**" and the lien therefore shall be superior to (a) the Master Association's lien for other Common Expenses, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At a foreclosure sale, the Master Association may bid for the Lot and acquire, hold, lease, mortgage, and convey the Lot. The Master Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure by the first Mortgagee (or pursuant to a deed in lieu of foreclosure to a first Mortgagee) extinguishes the lien relating to any amounts due prior to the Mortgagee's foreclosure

or the deed in lieu of foreclosure. The purchaser of such foreclosed Lot shall not be personally liable for assessments on such Lot due prior to the foreclosure sale. Such unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 5.5, including, without limitation, such purchaser, its successors and assigns.

Notwithstanding the above, while the Master Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Master Association.

5.8 Exempt Property. The following property shall be exempt from payment of Regular Assessments and Special Assessments:

(a) All Master Common Area, any "Common Area" owned by any Subdivision Association as defined in the applicable Subdivision Declaration and other portions of the Community which are not Lots; and

(b) Any property dedicated to and accepted by any governmental authority or public utility.

5.9 Initial One-Time Assessment. The Master Association hereby establishes an initial one-time assessment (the "**Initial Assessment**") applicable to each Lot in such amount as determined in the Board's discretion, not to exceed 300% (three months) of the full Regular Assessment per Lot levied for the year in which the Initial Assessment is due and payable. The Initial Assessment shall become due and payable upon first occupancy of such Lot as a place of residence by a Class "A" Member or upon the first conveyance of the Lot with a completed dwelling, whichever occurs first. Such Initial Assessment may be used to fund the Master Association's initial start up costs and other operating expenses or to help fund reserves, in the Board's discretion. The Initial Assessment may be referred to by another name, such as Working Capital Contribution, Working Fund Contribution or some other name, in marketing and disclosure materials.

No further Initial Assessment shall be due for any subsequent transfer of ownership of any Lot from one Class "A" Member to a successor Class "A" Member.

5.10 Use and Consumption Fees; Licenses and Royalties. The Board may charge use and consumption fees to any Person using Master Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners). Any such fees charged to Owners shall be considered a Benefited Assessment against the Lots of such Owners under Section 5.4(a).

As set forth in Section 7.7, the Master Association may enter into license agreements with Declarant or other parties to permit the Master Association's use of trade names or service marks (e.g., use of the name "**Willowcove**"). To the extent permitted by such license agreements, the Board may enter into sub-license agreements, under negotiated terms, which permit others within the Community to use such trade names and/or service marks. The Master Association may charge fees and collect royalties in connection with such sub-license agreements; provided, Declarant and any Declarant Affiliate shall retain the absolute right to use such trade names and

service marks without payment of any license fees. Any such fees and royalties shall be considered a Benefited Assessment under Section 5.4(a).

## **ARTICLE VI            EXPANSION OF THE COMMUNITY**

6.1 Annexation by Declarant. Declarant may, from time to time, subject to this Master Declaration, Annex all or any portion of the property described in Exhibit "B" by recording a Supplemental Master Declaration describing the property being subjected. A Supplemental Master Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to annex property pursuant to this Section expires when all property described in Exhibit "B" has been subjected to this Master Declaration or fifteen (15) years after this Master Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right, in whole or in part, to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or Exhibit "B." Any such transfer shall be memorialized in a recorded instrument executed by Declarant.

Nothing in this Master Declaration shall require Declarant or any successor to subject additional property to this Master Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

Declarant intends to develop the Community in accordance with the Development Plan, but hereby reserves the right to modify the Development Plan and any Plat from time to time in its discretion and at its option. Declarant shall not be required to follow any predetermined order of improvement and development within the Plat or Community; and it may annex additional lands and develop them before completing the development of the Community.

6.2 Annexation by the Master Association. The Master Association also may annex property to the provisions of this Master Declaration by recording a Supplemental Master Declaration describing the additional property. Annexation by the Master Association shall require the affirmative vote or written consent of Members representing more than 50% of the Class "A" votes and the consent of the property owner. In addition, during the Development and Sale Period, Declarant's written consent is required. The Supplemental Master Declaration shall be signed by the President and Secretary of the Master Association, by the owner of the property, and by Declarant, if Declarant's consent is required.

In the event that either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs insures or guarantees any Mortgage encumbering a Lot, and the regulations or procedures of such agency require under such circumstances approval of annexations by such agency or determination by such agency that such annexation is consistent with the general plan of development for the Community, then such approval or determination as described in Section 11.9 shall be a prerequisite to such annexation.

6.3 Additional Covenants and Easements. By Supplemental Master Declaration, Declarant may impose additional covenants, restrictions and easements on portions of the Community, including, without limitation, covenants obligating the Master Association to maintain and insure specific property and authorizing the Master Association to recover its costs

through Benefited Assessments. If someone other than Declarant owns the property, then such Owners consent and execution of the Supplemental Master Declaration is required. Any such Supplemental Master Declaration may supplement, create exceptions to, or otherwise modify the terms of this Master Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

6.4 Effect of Filing Supplemental Master Declaration. A Supplemental Master Declaration shall be effective upon recording. Unless otherwise specified in the Supplemental Master Declaration, the Lots subjected to this Master Declaration by such Supplemental Master Declaration shall have equal voting rights in the Master Association and equal pro rata liability for Regular Assessments with all other Lots.

## ARTICLE VII ADDITIONAL RIGHTS RESERVED TO DECLARANT

7.1 Withdrawal of Property. Declarant reserves the right to amend this Master Declaration, until termination of the Development and Sale Period, to remove from the coverage of this Master Declaration any property which has not been improved by a structure intended for occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not Declarant. Except as provided in Section 4.1(b), if the property is Master Common Area, the Master Association's consent is required for such withdrawal.

7.2 Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and their assigns and builders authorized by Declarant may construct, maintain, and operate upon portions of the Master Common Area and property they own, such facilities, activities, and things as, Declarant, in its discretion, may deem to be required, convenient, or incidental to the construction or sale of Lots in this Community and in any other Community developed by Declarant. Such permitted facilities, activities, and things shall include, without limitation, business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales' offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and their assigns, and authorized builders may park vehicles in areas other than garages or driveways, including, without limitation, on streets.

7.3 Right to Develop. Declarant and its Affiliates, and their respective employees, agents, and designees, shall have a right of access and use, and an easement over, upon, and under, all of the Master Common Area for the purpose of making, constructing, and installing such improvements to the Master Common Area, the Exhibit "A" property and to the Exhibit "B" property, as Declarant deems appropriate in Declarant's discretion.

Each Owner acknowledges that the development of the Community may extend over a number of years, and agrees and consents to all changes in (a) uses or density of Lots or dwellings within the Community, and/or (b) the Development Plan.

Notwithstanding anything contained in any written letter, document or materials, or oral statement received by any Owner, each Owner acknowledges and agrees that the present plans and themes for the Community's development may change and that such Owner has not relied on any representation, warranty, or assurance by any Person (a) that any Lots, or other property or facilities, will be added, modified, or eliminated within the Community; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to the current or future: (a) design, construction, completion, development, use, benefits, or value of property within the Community; (b) number, types, sizes, prices, or designs of any residential or non-residential structures or improvements built or to be built in any part of the Community; or (c) use or development of any property adjacent to or within the vicinity of the Community.

7.4 Right to Approve Changes in the Community Standards. No amendment to or modification of any Use Restrictions, Architectural Guidelines or in the Community Standards, as those terms are used and defined in this Master Declaration and the Subdivision Declarations during the Development and Sale Period shall be effective without prior notice to and the written approval of Declarant.

7.5 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Master Declaration or the By-Laws may, except to the extent restricted by Florida law, be transferred, in whole or in part, from time to time, to other Persons. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right. In such case, a recorded instrument is not required.

7.6 Rights To Use Names; License Agreements. The Community Name, the names "Centex Homes," and "Lennar Homes" and all similar or derivative names, along with all logos associated therewith, are the proprietary trade names and service marks of Centex Homes, Lennar Homes, Declarant, or their Affiliates. No Person shall use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction or in any other fashion or manner without the prior written consent of the Person who owns such mark in each instance. In addition, due to the integrated nature of the Community as a planned community, and the public identification of the Lots with the Community, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent in each instance. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate in Declarant's discretion.

Notwithstanding the above, Owners may use the name "Willowcove" where such term is used solely to specify that their particular Lot is located within the Community (subject, however, to such terms and conditions as Declarant may impose in order to protect any registered trade names and service marks).



The mark or trademark owner may condition such use of the mark by the Master Association or any Owner upon the signing of one or more license agreement(s) which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, in form and substance acceptable to the owner of the mark.

7.7 Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate, from time to time, the right to inspect, monitor, test, redesign, modify and correct any structure, improvement, or condition which may exist on any portion of the Community, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages. The Person exercising this easement shall promptly repair, and pay for, any resulting damage. The provisions of this paragraph do not impose any obligation on Declarant or any other Person to perform any such inspection, monitoring, testing, redesigning, modification, or correction.

7.8 Right to Notice of Design or Construction Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given an opportunity to meet with the property Owner and conduct an inspection.

7.9 Termination of Rights. Rights granted Declarant under this Article (other than the rights granted in Sections 7.6 and 7.7) shall terminate upon the earlier of (a) the period specified in the particular Section, if any; or (b) 25-years from the date this Master Declaration is recorded. Thereafter, Declarant may continue to use the Master Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Master Association that provides for rental payments based on the fair market rental value of any such portion of the Master Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Master Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's or its Affiliates' projects. This Article shall not be amended without Declarant's prior written consent.

7.10 Exclusion of Declarant's and Affiliates' Other Properties. By accepting a deed to a Lot, each Owner specifically acknowledges that nothing contained in this Master Declaration shall, in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Declarant Affiliate of any property either of them owns, whether contained within or contiguous to the Community. Declarant and its Affiliates shall have full, free, and unrestricted use of its and their other lands, notwithstanding any incompatibility of such use with restrictions this Master Declaration imposes upon the Lots. By accepting a deed to a

Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant or its Affiliates owns.

## ARTICLE VIII EASEMENTS

8.1 Easements in Common Area. Subject to the provisions below, every Owner shall have a right to use an easement of enjoyment in and to the Master Common Area together with an easement of access to and from the Master Common Area, which shall be appurtenant to and shall pass with the title to the Lot or Unit owned by such Owner. Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Master Common Area, as stated in this Section 8.1, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Master Association;
- (c) The Board's right to:
  - (i) adopt rules regulating Master Common Area use, including, without limitation, rules limiting the number of guests who may use the Master Common Area, and charge use fees for such use;
  - (ii) suspend the right of an Owner and its guests and invitees to use any Common Maintenance Area amenity (A) for any period during which any assessment or other charge against the Owners Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents, all in accordance with applicable laws;
  - (iii) dedicate or transfer all or any part of the Master Common Area, subject to any approval requirements set forth in this Master Declaration;
  - (iv) rent any portion of the Master Common Area on an exclusive or non-exclusive short-term basis to any Person;
  - (v) permit use by the general public, which use may, but need not, be subject to admission charges, membership fees, or other user fees established in the Board's discretion (except to the extent inconsistent with any easement agreement relating thereto); and
  - (vi) mortgage, pledge, or hypothecate any or all of the Master Common Area as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section 11.9.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot in accordance with the applicable Subdivision Declaration shall be deemed to have assigned all such rights to the tenants of such Lot for the lease term and shall

not have any right to utilize the Master Common Area during such term, except as necessary to access the Lot.

## 8.2 Easements for Utilities, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, its duly authorized agents, successors and assigns, so long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or Exhibit "B," and grants to the Master Association, perpetual, non-exclusive easements throughout the Community (but not through a structure) to: (i) install utilities and infrastructure to serve the Community, including, without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, drainage structures, facilities and systems, and security and similar systems and other Community Systems and Services; (ii) install walkways, pathways and trails, curb cuts, driveways and paved areas, street lights, and signage on property which Declarant or the Master Association owns or within public rights-of-way or easements reserved for such purpose (or for the installation of landscaping or utilities) on a Plat; (iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; (iv) access and read utility meters; and (v) for any other purpose in Declarant's sole discretion. The right, license, or easement granted to a utility supplier shall include the non-exclusive right to ingress and egress over any streets for access and maintenance of its equipment and facilities.

Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to record such specific easements anywhere in the Community (except through a structure) as may be necessary or appropriate, in Declarant's sole discretion, to assist in the development and operation of the Community.

(c) Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize, to the extent reasonably practical, interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

8.3 Easements to Serve Additional Property. Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Master Common Area and Lots for enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Master Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Master Common Area and Lots for construction of roads and for connecting and installing utilities.

If the above easement is exercised for permanent access to any property which is not submitted to this Master Declaration, Declarant, or its successors or assigns, shall enter into an agreement with the Master Association to share the cost of maintenance that the Master Association provides for the benefit of the easement holder, except to the extent such easement was created prior to the recordation of this Master Declaration.

8.4 Easements for Maintenance, Emergency and Enforcement. Declarant grants to the Master Association easements over the Community as necessary for the Master Association to fulfill its maintenance responsibilities under this Master Declaration and any Supplemental Declaration. The Master Association shall also have an easement and the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such easement and right may be exercised by the Master Association through its officers, directors, committee members, employees, contractors, or agents in their capacities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Master Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including Legal Costs, shall be assessed against the Lot Owner as a Benefited Assessment.

8.5 Easements for Maintenance of Bodies of Water and Flooding. Declarant reserves for itself, the Master Association, the District, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Common Maintenance Areas and the Community to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation water to the Common Maintenance Areas; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. Declarant, the Master Association, the District, and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Master Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Maintenance Area and Lots (but not inside a dwelling or other structure) adjacent to or within 50 feet of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Maintenance Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in, and repair any damage resulting from, their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due

to natural occurrences or for other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

8.6 Easements for Cross-Drainage. All portions of the Community shall be burdened with easements for drainage of stormwater runoff from other portions of the Community; however, no Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, the District, if applicable, and Declarant during the Development and Sale Period.

8.7 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant and its designee shall retain all such rights. Such rights shall include, without limitation, the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Master Declaration.

8.8 Easement for Maintenance of Surface Water and Storm Water Management System. The Declarant and the Master Association shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, the Declarant and the Master Association shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Declarant and the Master Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person other than Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Master Association's prior written approval, and, during the Development and Sale Period, Declarant's prior written consent.

8.9 Sign Easement. Declarant reserves for itself and the Master Association an easement (herein referred to as the "**Entry, Sign and Landscape Easement**") over, upon, and across all areas designated as "**Landscape Tract,**" "**Signage Tract,**" "**Landscape Area,**" "**Entryway Feature Easement Area or Tract**" or "**Open Space**" or identified by similar designation, on any Plat, for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access to the Entry, Sign and Landscape Easement, or install or remove any plant or other improvement or installation placed in the Entry, Sign and Landscape Easement by the beneficiaries thereof, or obstruct the view of the Entry, Sign and Landscape Easement from the adjacent street right-of-way. All signs, walls, monuments, entry features, landscaping, utility,

irrigation and other permanent improvements installed in the Entry, Sign and Landscape Easement by Declarant shall become the Master Common Area of the Master Association upon conveyance from Declarant, and the Master Association shall maintain such Entry, Sign and Landscape Easement and the improvements therein as part of the Master Common Area. In addition, Declarant and any designee of Declarant shall have the right, without the prior approval of the Master Association or any Owner, within the Entry, Sign and Landscape Easement, erect, change, move, remove, repaint, maintain, and otherwise exercise complete and unfettered control over marketing signs at all times prior to the sale of the last Lot owned by Declarant or any designee of Declarant in the Community, and all such marketing signs shall be and remain the exclusive property of Declarant (or such designee of Declarant) and shall not be deemed part of the Master Common Area owned by the Master Association.

8.10 Easement for Irrigation Equipment. If there is a master irrigation system for the Community, the Declarant and the Master Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Lot, except any area upon which buildings have been erected by Declarant or Declarant's Affiliates for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Lots and/or Common Area. The foregoing easement shall not impose any obligation on the Master Association and/or Declarant to install any such improvements.

8.11 Roadways.

(a) The roadways within the Community ("**Roadways**"), as depicted on any Plat, shall be dedicated to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plats and any law, ordinance, or regulation governing the Community.

(b) Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in the Community and for performing any other work within the Community (including Lots) which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Master Association may adopt; however, during the Class "B" Control Period, Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

(c) The Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for Owners, law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement

shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Master Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Master Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

8.12 General Development Easements. The Declarant reserves for itself, its successors or assigns, a blanket easement throughout the entire Community, to allow it to take whatever action it determines is necessary or beneficial to the development or operation of the Community. This blanket easement is to allow the Declarant to construct all of its improvements in the Community, whether on Master Common Area or on Lots, in the manner that it deems necessary. This means that the Declarant has access and use of any Lot or Master Common Area as is necessary to construct any improvement within the Community. It also is reserved for the purpose of allowing the Declarant, if it deems necessary, to repair, relocated, construct, or maintain any of the improvements installed in the Community.

## **ARTICLE IX            CONSERVATION EASEMENTS, NATURAL CONDITIONS AND PRESERVES**

### 9.1 Conservation Easements.

(a) Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the District and/or the County (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "Conservation Easements"). Certain Conservation Easements are set forth on the Plat. There are no other Conservation Easements established by this Master Declaration; however, Declarant reserves unto itself and to the Master Association the right to grant such easements over and upon portions of the Common Area or Lots unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. The Conservation Easements set forth on the Plat and any additional Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes, and the following provisions. For the purposes of this Master Declaration, any portion of the Common Area encumbered by a Conservation Easement shall be referred to as the "**Conservation Easement Property**."

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

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

- (i) constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;
- (ii) dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (iii) removing, mowing, trimming or destroying trees, shrubs, or other vegetation;
- (iv) excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;
- (v) using the surface area of the Conservation Easement Property, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- (vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- (vii) acting upon or using the Conservation Easement Property in a manner detrimental to such retention of land or water areas;
- (viii) acting upon or using the Conservation Easement Property in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;
- (ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and
- (x) applying of herbicides, pesticides, or fertilizers.

(d) Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

(e) Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, grant the following rights to the Easement Grantee and Declarant:

- (i) to enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if the Master Association, any Subdivision Association, the Owners and Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and



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

(f) Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the Master Association, any Subdivision Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the Master Association, any Subdivision Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

(g) Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

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

(i) Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the Owners of any Lots encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Lots encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

(j) Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

(k) Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement Property, nor shall any person, including, but not limited to any Owner, Declarant, and the Master Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within such easements without the prior written consent (as evidenced by any required permit or other official certification) of the Master Association, Declarant, the County, and the District.

**ARTICLE X DISPUTE RESOLUTION**

**10.1 Agreement to Encourage Resolution of Disputes Without Litigation.**

(a) Declarant, the Master Association and the Subdivision Associations (and their officers, directors, and committee members), all Persons subject to this Master Declaration, and any Person not otherwise subject to this Master Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree to attempt to resolve disputes involving the Community or the Governing Documents without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees, to the fullest extent permitted by applicable law, not to, directly or indirectly, file a law suit for a Claim described in subsection (b) without first submitting the Claim to the alternative dispute resolution procedures described in Section 10.2.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents;

(iii) the design or construction of improvements within the Community;

or

(iv) trespass, nuisance, property damage, or enforcement of laws, codes, or ordinances within the Community.

(c) Except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 10.2:

(i) any Master Association action to collect assessments, fines (see By-Laws Section 3.23) or other amounts due from any Owner;

(ii) any Master Association action to obtain a temporary or permanent restraining order or injunction (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to enforce the provisions of the Governing Documents or maintain the status quo and preserve the Master Association's ability to enforce the provisions of the Governing Documents;

(iii) any action between Owners, which does not include Declarant and/or the Master Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(iv) any action in which any indispensable party is not a Bound Party;

(v) any action as to which the applicable statute of limitations would expire within 180 days of giving the Notice required by Section 10.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article; and

(vi) fines pursuant to Section 3.23 of the By-Laws.

## 10.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") shall give written notice ("**Notice**") by certified mail, return receipt requested; overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery to each Respondent, and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the Bound Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Master Association (if the Master Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Bound Parties do not settle the Claim within 30 days after submitting the matter to mediation, or within such time as determined reasonable by the mediator but which will not cause the statute of limitations to expire, the mediator shall issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative or other proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including, without limitation, attorneys' fees, and each Party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying Bound Party (or each one in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, Legal Costs.

10.3 Initiation of Litigation by Master Association. After the Class "B" Control Period, the Master Association shall not initiate any judicial or administrative proceeding which is reasonably expected to cost \$25,000.00 or more in legal fees to prosecute to completion unless first approved by the Board upon the specific recommendation of the Dispute Resolution Committee (if created as provided in the By-Laws), or a majority of the Class "A" votes in the Master Association. The Dispute Resolution Committee's recommendation must be in writing and must be accompanied by a feasibility analysis including an explanation of the issues, a budget for legal and related expenses, the amount in controversy, the expectation of success, and a copy of bids from a minimum of three qualified law firms.

## ARTICLE XI MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Master Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

11.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a

period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any Master Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Master Association, as defined under VA Pamphlet 26-7, as it may be amended or superceded.

Otherwise, no consent from Eligible Holders shall be necessary to enable the Master Association to accomplish any of its operational duties and responsibilities or to exercise any of its rights.

11.2 Special FHLMC Provision. To the extent required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Class "A" Members representing at least 67% of the total Master Association vote consent, the Master Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Master Common Area which the Master Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Master Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Master Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Master Declaration; or

(e) Use hazard insurance proceeds for any Master Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Master Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Master Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

11.3 Other Provisions for First Lien Holders. To the extent not inconsistent with Florida law and in addition to the provisions in this Master Declaration:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this **Declaration** and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

11.4 Amendments to Documents for Article XI Mortgage Provisions. The following provisions do not apply to (x) amendments to the Governing Documents or termination of the Master Association, if the same result is solely on account of destruction, damage, or condemnation pursuant to Section 11.3(a) and (b), or (y) to the annexation of land in accordance with Article IX, otherwise:

(a) The consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Class "B" Control Period, and the approval of the Eligible Holders of first Mortgages on Lots to which at least 67% of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Master Association.

(b) If and to the extent FHA, HUD or VA is insuring or guaranteeing any Mortgage on any Lot, the consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Class "B" Control Period, shall be required to amend any material provisions of the Master Declaration, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Maintenance Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use the Common Maintenance Area;
- (vi) responsibility for maintenance and repair of the Community;
- (vii) expansion or contraction of Community or the addition, annexation, or withdrawal of property to or from the jurisdiction of the Master Association;
- (viii) boundaries of a Lot;

- (ix) leasing of Lots;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;
- (xi) establishment of self-management by the Master Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

11.5 Construction of Article XI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Master Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

11.6 No Priority. No provision of this Master Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

11.7 Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering the Owners Lot.

11.8 Failure of Mortgagee to Respond. Any Mortgagee (and for purposes of this paragraph "Mortgagee" shall include FHA, VA, HUD, FNMA, FHLMC, or other similar governmental or quasi-governmental agency) who receives a written request from the Board to respond to or consent to any action, shall be conclusively deemed to have irrevocably approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified mail, return receipt requested; or overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery.

11.9 HUD/VA Approval. As long as there is a Class "B" Membership, the following actions shall require the prior approval of HUD or the VA, if either such agency has granted project approval for such Mortgages and the approval of Declarant and 67% of the Class "A" Members: merger, consolidation, or dissolution of the Master Association; annexation of additional property other than that described in Exhibit "B"; dedication, conveyance (other than to correct errors on property descriptions or other inconsequential or immaterial conveyances), or mortgaging of Master Common Area; or material amendment of this Master Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

## **ARTICLE XII      DISCLOSURES AND WAIVERS**

12.1 No Liability For Third Party Acts. **Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their**

property in the Community. The Master Association may, but is not obligated to, maintain or support certain activities within the Community which are intended to promote or enhance safety or security within the Community. However, the Master Association and Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including, without limitation, fire protection, burglar alarm, or other security monitoring systems, (or if there is any gate or other mechanism or system for limiting access to the Community), cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants and invitees of its Lot that the Master Association, the Board and its committees, Declarant, any predecessor Declarant and Declarant's Affiliates are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties. Any gate or other mechanism or system for limiting access to the Community may, at Declarant's discretion, be left open or unattended, from time to time or at any time to facilitate access by contractors, subcontractors, inspectors, brokers, salespersons and others to any sales office and/or Lots that are under construction or for sale.

12.2 View Impairment. Neither Declarant, nor Declarant's Affiliates nor the Master Association guarantee or represent that any view over and across the Lots or any open space or any other portion of the Community within the Community will be preserved without impairment. Neither Declarant, nor Declarant's Affiliates nor the Master Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Master Association (with respect to the Common Area) and Declarant have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

12.3 Notices and Disclaimers as to Community Systems and Services. In recognition of the fact that interruptions in cable television and other Community Systems and Services will occur from time to time, neither Declarant nor any of Declarant's successors or assigns (and their Affiliates) shall in any manner be liable for, and no Community System and Service user shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in Community Systems and Services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant shall be entitled to retain any rebate, discount, or other compensation received from the provider of any Community Systems and Services in connection with the installation or operation of such system.

12.4 Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, any Declarant Affiliate, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Community. By the acceptance of



a deed or other conveyance or mortgage, leasehold, license, or other interest, and/or by using any portion of a Lot or the Community generally, Owners, occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Community where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, any Declarant Affiliate, or predecessor Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots within the Community.

12.5 Water Management. Each Owner acknowledges and agrees that some or all of the water features, if any, or wetlands in or adjacent to the Community are designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that Declarant and its Affiliates do not have, or are not obligated to exert, control over such elevations. Therefore, each Owner agrees to, and does by purchase of a Lot, release and discharge Declarant and Declarant Affiliates and any predecessor Declarant from and against any and all losses, claims, demands, damages, and expenses of whatever nature or kind, including, without limitation, Legal Costs, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any water features or wetlands located within or in the vicinity of the Community without the prior written approval of Declarant and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

**DECLARANT, DECLARANT'S AFFILIATES AND THE MASTER ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO LIFEGUARDS FOR THE WATERWAYS. ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY HOLDS DECLARANT, DECLARANT'S AFFILIATES AND THE MASTER ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.**

**EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, ACKNOWLEDGES THAT THE WATERWAYS ARE DEEP AND DANGEROUS. NEITHER DECLARANT, DECLARANT'S AFFILIATES, THE MASTER ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR**

**ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.**

12.6 Liability for Master Association Operations. The Master Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant and any predecessor Declarant (including, without limitation, their respective Affiliates, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, Legal Costs), which relate to or arise out of Master Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

12.7 Sonoc Company Deed Restrictions. The Property is subject to those certain restrictions, covenants and agreements set forth in that certain Special Warranty Deed from Sonoc Company, LLC ("Sonoc") to Declarant recorded April 24, 2006 in Official Records Book 2689, Page 463, Public Records of St. Johns County, Florida (the "Sonoc Company Deed Restrictions"). Each Owner acknowledges that ownership, improvement, occupancy and use of their Lot and the Master Common Area shall be subject to and in compliance with the Sonoc Company Deed Restrictions, which include, without limitation, although the reference thereto herein shall not operate to reimpose same, the following:

- (a) Development Criteria and Use and Density Restrictions applicable to the Property and Community, including all Lots and Common Areas;
- (b) Covenants, agreements and restrictions relating to the Surface Water and Stormwater Management System, the CDD Pond, landscaping maintenance and irrigation;
- (c) Prohibition on development, marketing or use of the Property for a residential community which qualifies as "housing for older persons" (as defined in the Sonoc Company Deed Restrictions prior to January 1, 2013 without prior written consent of Sonoc;

- (d) Utilities, telecommunications and access easements, covenants and rights in favor of Sonoc;
- (e) Review and approval by Sonoc of entry features, guard houses, master landscaping, signage and other improvements at certain entranceways to the Property;
- (f) Non-exclusive access easements to the Nocatee Greenway for Sonoc and its successors and assigns.

Each Owner should refer to the Sonoc Company Restrictions to confirm the specific terms and conditions of same and the effect of the Sonoc Company Restrictions on the ownership, improvements, occupancy and use of the Master Common Areas and their Lot.

12.8 Tolomato Community Development District. The Community is a part of the Tolomato Community Development District ("CDD") created pursuant to the provisions of Chapter 190, Florida statutes. In that each Lot is part of the CDD, by acceptance of the deed conveying the Lot, each Owner shall be deemed to covenant and agree to pay any and all taxes, fees and assessments imposed in connection with the CDD.

The CDD has previously issued debt (Series 2006 Bonds) to fund master infrastructure costs and a portion of that bond issue was allocated to the Community, and a portion of that amount has been allocated against each Lot in the Community. The CDD has assessed each parcel of real estate (including each Lot) to provide a means to repay said 2006 Bonds. It is anticipated that additional series of bonds will be issued by the CDD for master infrastructure that will also result in a separate assessment against the Lots within the Community. The CDD may also issue bonds to fund the neighborhood infrastructure for the Community and each Lot in the Community may be assessed to repay those bonds. Further, each year the CDD will also make a separate assessment to pay for the operation and maintenance of CDD facilities and common areas including: the amenity center, street lights, landscape maintenance, landscape irrigation, etc. There is a cap on the total annual assessment for the repayment of bonds the proceeds of which were used to pay for master infrastructure, but there is no cap on operation and maintenance assessments or assessments for bonds the proceeds of which are used to pay for neighborhood infrastructure. Funds necessary for the payment of the annual capital costs of master and neighborhood infrastructure bonds, along with the operation and maintenance costs, are collected through annual assessments against Lots within the Community and appear on the tax bills prepared and collected by the St. Johns County Tax Collectors Office with respect to those Lots.

The operation and maintenance assessments are subject to adjustment each year depending on levels of service desired by the CDD and the costs of operation and maintenance contracts. The operation and maintenance annual assessments will be set by the CDD Board of Supervisors after the annual budget is adopted. Each summer the Board will hold annual budget hearings which are open to the public.

The following additional disclosure is hereby provided with respect to the CDD:

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

Each Owner, by acceptance of title to a Lot, acknowledges and agrees that (i) all information and disclosures provided to such Owner with respect to the CDD by Declarant, Declarant's Affiliates and any employee or agent of Declarant or Declarant's Affiliates, whether in this Master Declaration or otherwise, shall be for information purposes only and that such parties have made no warranty or representation regarding the accuracy or completeness of same, (ii) neither Declarant, Declarant's Affiliates, the Master Association nor any of their respective officers, directors, employees or agents have made any warranties or representations regarding the amount or any change (or lack of change) in the amount of any levies, taxes, assessments, fees, charges or other sums or costs imposed by the CDD upon the Community or the Owner's Lot and (iii) by virtue of their acceptance of the deed or other instrument transferring title to their Lot, they shall be deemed to have agreed to release the foregoing parties from all claims, liabilities or expenses relating to the CDD or any levy, tax, assessment, fee, charge or sums imposed by the CDD.

12.9 Nocatee DRI. The Community and each Lot are located within a planned unit development and Development of Regional Impact ("DRI") generally known and identified as Nocatee Development of Regional Impact. The development of the Property is governed by a development order (the "Development Order") which has been adopted by St. Johns County, Florida, under Ordinance No. 2001-30 and 2006-95 as now or hereafter amended from time to time. Each Owner, by acceptance of title to their Lot, acknowledges that they shall adhere to all development and design conditions contained in the Development Order, in addition to all architectural reviews, which may be required pursuant to the Development Order and the Governing Documents.

### **ARTICLE XIII CHANGES IN OWNERSHIP OF LOTS**

Any Owner, other than Declarant or any Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least 14 days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Notwithstanding the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including, without limitations, assessment obligations, until the date upon which the Board receives such notice, after which the original Owner shall be released from the obligation to pay assessments levied after the date such notice is received.

## **ARTICLE XIV CHANGES IN MASTER COMMON AREA**

14.1 Condemnation. Whenever any part of the Master Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Master Common Area on which improvements have been constructed, the Master Association shall restore or replace such improvements on the remaining land included in the Master Common Area to the extent practicable, unless, within 60 days after such taking, Members entitled to cast at least 75% of the total Class "A" votes and Declarant, during the Class "B" Control Period, shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Master Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine.

14.2 Partition. Except as permitted in this Master Declaration, the Master Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Master Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property that may or may not be subject to this **Declaration**.

14.3 Transfer or Dedication of Master Common Area. The Master Association may convey, dedicate, or otherwise transfer portions of the Master Common Area to the County or to any other local, state, or federal governmental or quasi-governmental entity, with the consent of at least two-thirds of the Owners and such approval as may be required by Section 11.9;

## **ARTICLE XV AMENDMENT OF MASTER DECLARATION**

15.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Master Declaration, until the termination of the Class "B" Control Period, Declarant may unilaterally amend this Master Declaration for any purpose, subject to the approval requirements set forth in Article XI, if applicable.

In addition to the specific amendment rights granted to Declarant hereinabove and elsewhere in this Master Declaration, until termination of the Development and Sale Period, Declarant may unilaterally amend this Master Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase,

insure, or guarantee mortgage loans on the Lots; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment.

15.2 By the Members. Except as otherwise specifically provided above and elsewhere in this Master Declaration, this Master Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the Master Association's total Class "A" votes. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment. The approval requirements set forth in Article XI also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

15.3 Approval by the District. Notwithstanding Sections 15.1 and 15.2, any amendment to the Master Declaration that alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Master Common Areas, or amendment to this Section 15.3, must have the prior approval of the District.

15.4 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Master Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment, if required by applicable laws, permits and/or approvals.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Master Declaration.

15.5 Exhibits. All exhibits attached to this Master Declaration are made a part hereof and incorporated herein by this reference.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

WITNESSES:

Tina Edwards  
Print Name: Tina Edwards  
Kevin Cross  
Print Name: Kevin Cross

DECLARANT:

CENTEX HOMES, a Nevada general partnership

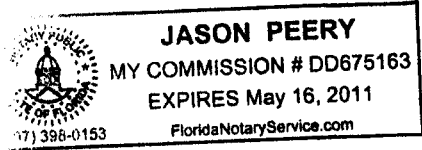
By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

By: [Signature]  
Name: JAMES RILEY  
Its: DIVISION PRESIDENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2007, by JAMES RILEY, as DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation and managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation and the partnership and the Company, who is personally known to me.



[Signature]  
Print Name \_\_\_\_\_  
Title: Notary Public  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

**CENTEX/LENNAR NFL TOWN CENTER SOUTH, LLC**, a Delaware limited liability company

**By: CENTEX HOMES**, a Nevada general partnership, its Managing Member

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

Tina Edwards  
Print Name: Tina Edwards  
Kevin Cross  
Print Name: Kevin Cross

By: [Signature]  
Name: JAMES RILEY  
Its: DIVISION PRESIDENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2007, by JAMES RILEY, as DIVISION PRESIDENT of Centex Real Estate Corporation, a Nevada corporation and managing general partner of Centex Homes, a Nevada general partnership, as Managing Member of Centex/Lennar NFL Town Center South, LLC, a Delaware limited liability company, on behalf of the corporation and the partnership and the Company, who is personally known to me.



[Signature]  
Print Name \_\_\_\_\_  
Title: Notary Public  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**JOINDER**  
**OF**  
**WILLOWCOVE MASTER ASSOCIATION, INC.**

WILLOWCOVE MASTER ASSOCIATION, INC. ("**Master Association**") does hereby consent and join in the Master Declaration of Restrictions and Covenants for Willowcove to which this Joinder is attached.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 10<sup>th</sup> day of JULY, 2007.

**WILLOWCOVE MASTER ASSOCIATION, INC.**, a Florida not for profit corporation

By: [Signature]  
Name: WESLEY HINTON  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2007, by WESLEY HINTON, as President of WILLOWCOVE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.



[Signature]  
Print Name \_\_\_\_\_  
Title: Notary Public  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**JOINDER**  
**OF**  
**WILLOWCOVE HOMEOWNERS ASSOCIATION, INC.**

WILLOWCOVE HOMEOWNERS ASSOCIATION, INC. ("**Residential Association**") does hereby consent and join in the Master Declaration of Restrictions and Covenants for Willowcove to which this Joinder is attached.

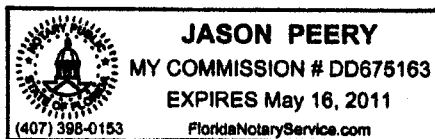
IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 10<sup>th</sup> day of July, 2007.

**WILLOWCOVE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation

By: [Signature]  
Name: WESLEY HINTON  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2007, by WESLEY HINTON, as President of WILLOWCOVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.



[Signature]  
Print Name \_\_\_\_\_  
Title: Notary Public  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**JOINDER**  
**OF**  
**WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC.**

WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC. ("Townhome Association") does hereby consent and join in the Master Declaration of Restrictions and Covenants for Willowcove to which this Joinder is attached.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 10<sup>th</sup> day of July, 2007.

**WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation

By: [Signature]

Name: WESLEY HINTON

Its: PRESIDENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JULY, 2007, by WESLEY HINTON, as President of WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.



[Signature]  
Print Name \_\_\_\_\_  
Title: Notary Public

Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**JOINDER AND CONSENT OF MORTGAGEE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CNLBANK FIRST COAST, a Florida banking corporation (hereinafter referred to as the "Mortgagee") is the owner and holder of that certain Mortgage, Security Agreement and Financing Statement executed by Centex/Lennar NFL Town Center South, LLC, a Delaware limited liability company (hereinafter referred to as "Mortgagor") to and in favor of Mortgagee dated June 29, 2006 and recorded in Official Records Book 2736, Page 1754, Public Records of St. Johns County, Florida as amended by that certain Mortgage Modification Agreement Evidencing Future Advance entered into by Mortgagor and Mortgagee dated May 31, 2007 and recorded June 26, 2007 in Official Records Book 2940, Page 144, Public Records of St. Johns County, Florida, together with all other instruments entered into by and between Mortgagor and Mortgagee in connection with the extension of credit evidenced or secured by the foregoing instruments (hereinafter together referred to as the "Mortgage"), which Mortgage encumbers the real property owned by Mortgagor, being more particularly described in the Mortgage which is being subjected to the Master Declaration of Covenants, Conditions and Restrictions for Willowcove to which this Joinder is attached (the "Declaration"); and

WHEREAS, Mortgagor has requested Mortgagee to consent to the Declaration for the purpose of subordinating the lien of its Mortgage to the Declaration and all terms, conditions, covenants and easements set forth therein or created or granted thereunder;

NOW THEREFORE, in consideration of the premises hereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby consents to the Declaration, subordinates the lien of its Mortgage to the Declaration, and agrees that the Declaration and all terms, conditions, covenants and easements set forth therein or created or granted thereunder shall be superior in right and priority to, and shall survive the foreclosure of the Mortgage.

IN WITNESS WHEREOF, Mortgagee has executed this Consent in manner and form sufficient to bind it as of the date of the Declaration.

**[SEE ATTACHED SIGNATURE PAGE]**

Signed, sealed and delivered  
in the presence of:

Gloria J. Sneed-Jackson  
Name: Gloria J. SNEED-Jackson

Cheryl B. Deal  
Name: CHERYL B. DEAL

CNLBANK FIRST COAST, a Florida banking  
corporation

By: [Signature]  
Name: LYNNE VERMILYA

Title: SVP

(Corporate Seal)

Address:  
10739 Deerwood Park Blvd.  
Suite 100  
Jacksonville, FL 32256

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11 day of July, 2007 by  
Lynn E. Vermilya, as SVP of CNLBANK FIRST COAST, a  
Florida banking corporation, on behalf of the corporation. He/she is personally known to me or  
has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



DANIELLE FAVEREAU BURKES  
Commission DD 659739  
Expires May 24, 2011  
Bonded Thru Troy Fain Insurance 600-385-7019

[Signature]  
Signature of Notary Public  
Danielle Favereau Burkes  
Typed or Printed Name of Notary  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**LAND INITIALLY SUBMITTED**

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of WILLOWCOVE PHASE I, according to the plat thereof, as recorded in Plat Book 61, Pages 81 through 91, of the Public Records of St. Johns County, Florida, as such properties may be replatted from time to time or as such plat may be revised or amended (together the "**Residential Plat**").

TOGETHER WITH:

A portion of Section 31, Township 4 South, Range 29 East, together with a portion of Section 6, Township 5 South, Range 29 East, both lying in St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 6; thence South  $01^{\circ} 10' 10''$  East, along the Westerly line of said Section 6, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as now established; thence North  $55^{\circ} 22' 18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ} 19' 25''$  East, continuing along said Southeasterly right of way line, 593.13 feet to a point lying on the Southerly right of way line of Preservation Trail, a variable width right of way as now established, said point also being a point on a curve concave Southwesterly, having a radius of 806.00 feet; thence Southeasterly, departing said Southeasterly right of way line, along said Southerly right of way line and along the arc of said curve, through a central angle of  $01^{\circ} 28' 00''$ , an arc length of 20.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $60^{\circ} 38' 09''$  East, 20.63 feet.

From said Point of Beginning, thence Southeasterly, along said Southerly right of way line of Preservation Trail the following six courses: Course 1, thence Southeasterly, along the arc of said curve concave Southwesterly, having a radius of 806.00 feet, through a central angle of  $01^{\circ} 29' 02''$ , an arc length of 20.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 09' 37''$  East, 20.87 feet; Course 2, thence South  $58^{\circ} 25' 07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2625.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $02^{\circ} 54' 25''$ , an arc length of 133.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 52' 19''$  East, 133.17 feet; Course 4, thence South  $48^{\circ} 00' 37''$  East, 50.14 feet to a point on a curve concave Northeasterly, having a radius of 2637.00 feet; Course 5, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 42' 04''$ , an arc length of 216.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $64^{\circ} 44' 10''$  East, 216.31 feet; Course 6, thence South  $22^{\circ} 49' 47''$  East, 32.80 feet; thence South  $21^{\circ} 32' 44''$  West, departing said Southerly right of way line, 116.21 feet to the point of curvature of a curve concave Northwesterly, having a radius of 25.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $57^{\circ} 37' 12''$ , an arc length of 25.14 feet to a point on said curve,

said arc being subtended by a chord bearing and distance of South 50° 21' 20" West, 24.10 feet; thence South 20° 59' 25" West, 560.84 feet; thence South 29° 40' 19" East, 743.36 feet; thence South 43° 55' 49" West, 815.40 feet; thence Due West, 170.57 feet; thence North 24° 07' 42" West, 673.56 feet; thence North 40° 37' 54" East, 135.69 feet to a point on a curve concave Easterly, having a radius of 50.00 feet; thence Northerly, along the arc of said curve, through a central angle of 40° 55' 04", an arc length of 35.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00° 34' 51" West, 34.95 feet; thence North 19° 52' 41" East, 117.81 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 21° 54' 56", an arc length of 19.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 30° 50' 09" East, 19.01 feet; thence North 41° 47' 36" East, 52.69 feet to the point of curvature of a curve concave Westerly, having a radius of 48.00 feet; thence Northerly, along the arc of said curve, through a central angle of 93° 14' 28", an arc length of 78.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 04° 49' 38" West, 69.77 feet; thence North 51° 26' 51" West, 42.33 feet to the point of curvature of a curve concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 36° 46' 23", an arc length of 64.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33° 03' 40" West, 63.09 feet; thence North 14° 40' 29" West, 53.19 feet to the point of curvature of a curve concave Easterly, having a radius of 167.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 59° 55' 22", an arc length of 174.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 15° 17' 12" East, 166.80 feet; thence North 00° 12' 03" West, 394.15 feet; thence North 13° 42' 35" East, 150.59 feet; thence North 11° 42' 16" West, 20.45 feet; thence North 00° 16' 08" West, 86.70 feet; thence North 07° 31' 28" East, 24.73 feet; thence North 17° 00' 58" West, 77.34 feet; thence North 10° 23' 32" East, 94.96 feet; thence North 28° 35' 56" East, 189.19 feet to the Point of Beginning.

Containing 31.90 acres, more or less.

as such property may be platted or replatted from time to time or as any such plat may be revised or amended (the "**Townhome Property**")

**EXHIBIT "B"**  
**LAND SUBJECT TO ANNEXATION**

Any parcel of land located within a two-mile radius of the perimeter boundaries of the property described on Exhibit "A."

**Note to clerk and title examiners:**

**This Declaration is not intended to create an encumbrance on title to the property described on this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplemental Declaration in accordance with Article IX.**



**EXHIBIT "C"**  
**ARTICLES OF INCORPORATION**  
**OF**  
**WILLOWCOVE MASTER ASSOCIATION, INC.**  
**[ATTACHED]**

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WILLOWCOVE MASTER ASSOCIATION, INC., a Florida corporation, filed on June 13, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000156287. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000005904.

Authentication Code: 807A00040042-061407-N07000005904-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourteenth day of June, 2007



Kurt S. Browning  
Secretary of State



June 14, 2007

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

WILLOWCOVE MASTER ASSOCIATION, INC.  
C/O CENTEX HOMES  
12740 GRAN BAY PARKWAY SUITE 2400  
JACKSONVILLE, FL 32258

The Articles of Incorporation for WILLOWCOVE MASTER ASSOCIATION, INC. were filed on June 13, 2007, and assigned document number N07000005904. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H07000156287.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Becky McKnight  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 807A00040042

**ARTICLES OF INCORPORATION  
OF  
WILLOWCOVE MASTER ASSOCIATION, INC.**

The undersigned, by these Articles, associate themselves for the purpose of forming a not-for-profit corporation under and in accordance with the provisions of Chapter 617 and Chapter 720, Florida Statutes, and certify as follows:

**Article 1. Name.** The name of the corporation is WILLOWCOVE MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "**Master Association.**"

**Article 2. Address.** The address of the initial principal office of the Master Association and the initial mailing address of the Master Association is c/o Centex Homes, 12740 Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258.

**Article 3. Definitions.** All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the Master Declaration of Covenants, Conditions and Restrictions for Willowcove, recorded or to be recorded by Centex Homes, a Nevada general partnership and Centex/Lennar NFL Town Center south, LLC, a Delaware limited liability company (together "**Declarant**"), in the Public Records of St. Johns County, Florida, as such Declaration may be amended and/or amended and restated from time to time (the "**Master Declaration**").

**Article 4. Purposes.** The Master Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which the Master Association is organized are:

(a) to be and constitute the Master Association to which reference is made in the Master Declaration, to perform all obligations and duties of the Master Association, and to exercise all rights and powers of the Master Association, as set forth in the Governing Documents and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of real property now and hereafter made subject to the Master Declaration (such real property is referred to in these Articles as the "**Community**"); and

(c) to operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of the St. Johns River Water Management District (the "**District**") and applicable rules; to assist in the enforcement of the Master Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

**Article 5. Powers.** In furtherance of its purposes, the Master Association shall have the following powers, which, unless indicated otherwise by the Master Declaration or By-Laws of the Master Association, shall, if exercised at all, be exercised by the Board of Directors:

(a) all of the powers conferred upon not-for-profit corporations by common law and Florida Statutes in effect from time to time; and

(b) all of the powers necessary or desirable to perform the obligations and to exercise the rights and powers set out in these Articles, the By-Laws, and the Master Declaration, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Master Declaration by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Master Association including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Master Association;

(ii) to manage, control, operate, alter, maintain, repair, improve, and replace the common areas and facilities, and any property acquired by the Master Association, or any property owned by another for which the Master Association, by rule, regulation, declaration, or agreement, has a right or duty to provide such services;

(iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property within the Community to the extent the Master Association may be authorized to do so under the Master Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property within the Community subject to the Master Declaration;

(v) to buy, or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate, and otherwise deal in and with, real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Master Association;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Master Declaration and/or By-Laws;

(vii) to enter into, make, perform, and enforce agreements of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Master Association, with or in association with any other corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and otherwise elect

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(ix) to adopt, alter, and amend or repeal the By-Laws as may be necessary or desirable for the proper management of the affairs of the Master Association; however, such By-Laws may not be inconsistent with or contrary to any provisions of the Master Declaration; and

(x) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 5.

**Article 6. Members.** The Master Association shall be a membership corporation without certificates or shares of stock. There initially shall be two classes of membership, as more fully set forth in the Master Declaration. The Owner of each Lot shall be a member of the Master Association and shall be entitled to vote as provided in the Master Declaration and the By-Laws. In addition, Declarant shall be a Member for such period as provided in the Master Declaration, regardless of whether Declarant owns any Lot. Membership in the Master Association is appurtenant to, and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in the Master Declaration, these Articles of Incorporation, or the By-Laws of the Master Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

Change of an Owner's membership in the Master Association shall be established by recording in the Public Records of the County, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a member of the Master Association and the membership of the prior Owner shall terminate.

**Article 7. Existence and Duration.** Existence of the Master Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Association shall exist in perpetuity.

**Article 8. Board of Directors.** The Master Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors ("**Board**"). The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

0 [redacted]

[redacted] 207000150207 3

[REDACTED]

The Board shall initially consist of three members, as provided in the By-Laws. The names and addresses of the initial directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Wesley B. Hinton	12740 Gran Bay Parkway, Suite 2400 Jacksonville, Florida 32258
Anita Miller	11217 San Jose Boulevard Jacksonville, Florida 32223
Jason W. Taylor	12740 Gran Bay Parkway, Suite 2400 Jacksonville, Florida 32258

The method of election and removal of directors, filling of vacancies, and the term of office of directors shall be as set forth in the By-Laws.

**Article 9. By-Laws.** The initial By-Laws shall be adopted by the Board and thereafter may be altered, amended, rescinded or repealed in the manner provided in the By-Laws.

**Article 10. Liability of Directors.** To the fullest extent that Chapter 617 and Chapter 720 Florida Statutes, or other applicable law, exists on the date hereof or as they may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, no director or officer of the Master Association shall be personally liable to the Master Association or its members for monetary damages for breach of duty of care or other duty as a director or officer. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director or officer of the Master Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

**Article 11. Indemnification.**

(a) **Indemnity.** The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Master Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification

[REDACTED]

[REDACTED]

shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Master Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Master Association, and with a respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, the Master Association need not indemnify the managing agent of the Community unless such indemnification is required to do so by the agreement between the Master Association and such managing agent, approved by the Board or required by law.

(b) Approval. Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the Class "A" Members and the consent of the Class "B" Member, during the Development and Sale Period.

(c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in any specific case upon receipt of a written agreement by or on behalf of the affected director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Master Association as authorized in this Article.

(d) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the By-laws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

(e) Insurance. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, including, without limitation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Master Association would have the power to indemnify him or her against such liability under the provisions of this Article.



**Article 12. Interested Directors.**

(a) No contract or transaction between the Master Association and one or more of its directors or officers, or between the Master Association and any other corporation, partnership, or Master Association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board at which such contract or transaction was authorized, or solely because his, her, or their votes are counted for such purpose. No director or officer of the Master Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

(b) Interested directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested director is to be considered.

(c) The Master Association may enter into contracts and transactions with Declarant and Declarant's Affiliates.

**Article 13. Amendments.** Until termination of the Class "B" membership, Declarant may unilaterally amend these Articles for any purpose. After termination of the Class "B" Control Period, amendments to these Articles may be adopted upon a resolution of the Board and the affirmative vote or written consent of Members representing at least 67% of the Class "A" votes in the Master Association. No amendment may be in conflict with the Declaration.

**Article 14. Dissolution.** The Master Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of members who are Owners of not less than two-thirds (2/3) of the Lots, and (c) so long as Declarant or any Declarant Affiliate owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of Declarant. Upon dissolution of the Master Association, any remaining real property of the Master Association shall be dedicated to an appropriate public agency or conveyed to a non-profit organization to be used for purposes similar to those for which this Master Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

In the event of the Master Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C. and is approved by the District prior to such termination, dissolution, or liquidation.

**Article 15. Incorporator.** The name of the incorporator of the Master Association is Mark Openshaw, and such individual's address is 12740 Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258.

**Article 16. Registered Agent and Office.** The initial registered office of the Master Association is 12740 Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258, and the initial registered agent at such address is Mark Openshaw.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 11<sup>th</sup> day of June, 2007.

  
\_\_\_\_\_  
Mark Openshaw

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of JUNE, 2007, by Mark Openshaw. Said person did not take an oath and is personally known to me.

(NOTARY SEAL)



  
\_\_\_\_\_  
Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_


**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
FOR SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, WILLOWCOVE MASTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office at 12740 Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258, has named Mark Openshaw, whose address is located at 12740 Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258, as its agent to accept service of process within the State.

**ACKNOWLEDGEMENT**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I, Mark Openshaw hereby state that I am familiar with and accept the duties and responsibilities as Registered Agent for the above stated corporation, and hereby agree to comply with the provisions of said Act relative to keeping open said office.

  
\_\_\_\_\_  
Mark Openshaw

**EXHIBIT "D"**  
**BY-LAWS**  
**OF**  
**WILLOWCOVE MASTER ASSOCIATION, INC.**

**[ATTACHED]**

**BY-LAWS  
OF  
WILLOWCOVE MASTER ASSOCIATION, INC.**

**ARTICLE I      NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1. Name. The name of the corporation is Willowcove Master Association, Inc. (the "**Master Association**").

1.2. Principal Office. The **Association's** principal office shall be located in the State of Florida in such location as the Board of Directors (the "**Board**") determines or as the Master Association's affairs require.

1.3. Definitions. The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Master Declaration of Covenants, Conditions, and Restrictions for Willowcove, as it may be amended, or amended and restated, from time to time ("**Master Declaration**"), unless the context indicates otherwise. The interpretation of certain references, as set forth in Section 2.2 of the Master Declaration, shall also apply to the words used in these By-Laws.

**ARTICLE II      MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES**

2.1. Membership. The Master Association initially shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Master Declaration. Provisions of the Master Declaration pertaining to membership are incorporated herein by this reference.

2.2. Change of Membership. Change of membership in the Master Association shall be established by recording a deed or other instrument conveying record fee title to any Lot. The grantee named in such instrument shall, by acceptance of such instrument, become a Member of the Master Association, and the membership of the prior Owner shall terminate. The new Owner shall deliver a copy of the conveyance instrument to the Master Association within 14 days after the conveyance and the new Owner shall not be entitled to voting privileges until the same has been received by the Master Association. The foregoing shall not, however, limit the Master Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot acquired.

2.3. Place of Meetings. The Master Association shall hold meetings at its principal office or at such other place as the Board may designate.

2.4. Annual Meetings. The Master Association shall hold its first meeting, whether a regular or special meeting, within one year after the date of the Master Association's incorporation. The Board shall set the date and time of subsequent regular annual meetings to occur during the first quarter of each year thereafter. Annual meetings may be conducted electronically (i.e., via the Internet, intranet, or teleconference) if and to the extent permitted by law.

2.5. Special Meetings. The President may call a special meeting of the Master Association. It also shall be the President's duty to call a special meeting if so directed by Board resolution or upon written petition of Members representing at least 30% of the total Class "A" votes in the Master Association, or such lower percentage as may be required bylaw. If the President does not call a special meeting pursuant to this Section within 30 days after the date such written petition is delivered to the Master Association's Secretary, any Member signing the petition may set the time and place of the special meeting and give the Master Association notice pursuant to Section 2.6.

2.6. Notice of Meetings. The Master Association's Secretary shall cause written notice stating the place, day, and hour of any Master Association meeting to be given in any manner permitted by applicable law. If permitted by law, notice may be posted in a conspicuous, prominent place within the Community, delivered by hand delivery, or sent by facsimile, electronic mail, or other electronic communication device, or such other manner which is reasonably calculated, as the Board determines in its discretion, to provide personal notice to Members. Notice shall be given at least 15, but not more than 60, days before the date of the meeting, by or at the direction of the President, the Secretary, or the officers or Persons calling the meeting.

In case of a special meeting or when otherwise required by law or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice

If posted, notice shall be deemed given when posted. If mailed, the notice of a meeting shall be deemed given when deposited in the United States mail addressed to the Member at his or her address as it appears on the Master Association's records, with postage prepaid. If sent by facsimile, electronic mail, or other electronic communication device, notice shall be deemed delivered when transmitted to the Member at his or her address, e-mail address or telephone or fax number as it appears on the Master Association's records. Failure to receive actual notice of an Master Association meeting shall not affect the validity of any action taken at such meeting.

2.7. Waiver of Notice. Waiver of notice of an Master Association meeting shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any Master Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting, unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.8. Adjournment of Meetings. If the Master Association cannot hold a meeting because a quorum is not present, or if the Members otherwise elect (with the approval of the Class "B" Member during the Development and Sales Period), a majority of the Members who are present may adjourn the meeting to a time at least 5 but not more than 30 days from the date called for the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if

for any reason a new date is fixed for reconvening the meeting after adjournment, the Master Association shall give the Members notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

2.9. Voting. Members shall have such voting rights as are set forth in the Master Declaration, which provisions are incorporated herein by this reference.

2.10. Proxies. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to applicable law.

Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Master Association's Secretary or person presiding over the meeting prior to or during the roll call for the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, the later, if the timing of the execution thereof can be determined, shall prevail, otherwise both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot(s) for which it was given; (b) the receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual by the Secretary or the person presiding over a meeting of the Master Association; or (c) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

2.11. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate, totaling more than 50% of the total eligible number.

2.12. Quorum. Except as these By-Laws or the Master Declaration otherwise provide, Members or their proxies entitled to cast 25% of the total Class "A" votes in the Master Association and the Class "B" Member, if such Member exists, shall constitute a quorum at all Master Association meetings. Notwithstanding the above, if HUD or VA has issued project approval for the Community, then the quorum shall be 10% of each class. If no quorum is present at such a meeting, the meeting may be adjourned and reconvened on a later date. At such reconvened meeting, Members or their proxies entitled to cast 15% of the total Class "A" votes in the Master Association and the Class "B" Member, if such Member exists, shall constitute a quorum.

2.13. Conduct of Meetings. The President shall preside over all Master Association meetings, at which he or she is present, and the Secretary shall keep (or cause to be kept) the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. Declarant and Owners may record (audio and visual images) Master Association meetings subject to such reasonable rules as the Board may impose.

2.14. Action Without a Meeting. Without holding a meeting pursuant to Sections 2.4 or 2.5, Members may take any action that applicable law requires or permits the Members to take at a meeting (subject to any limitations in the Governing Documents), if approved by Members representing at least the minimum number of votes in the Master Association necessary to authorize such action at a meeting, if all Members entitled to vote were present and voted. Such approval shall be evidenced by one or more written consents specifically authorizing the proposed action, dated and signed by Members holding the requisite votes. The Master Association need not give prior notice before soliciting such consent; however, the Master Association must send written consent forms to all Members for action authorized pursuant to this section to be valid. Members shall sign, date, and deliver such consents to the Master Association within 60 days after the Master Association's receipt of the earliest dated consent. The Master Association's Secretary shall file (or cause to be filed) such consents with the Master Association's minutes and the consents shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give (or cause to be given) written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

2.15. Order of Business. The order of business at all annual meetings of the Members shall be as follows: (a) roll call to determine whether a quorum is represented; (b) proof of notice of the meeting or waiver of notice; (c) reading of (or waiver of reading) minutes of the preceding annual meeting; (d) reports of officers, if any; (e) reports of committees, if any; (f) election of inspector(s) of election if an election is to be held; (g) election of Directors if applicable; (h) unfinished business, if any; and (i) new business.

### **ARTICLE III BOARD OF DIRECTORS: SELECTION, MEETINGS, POWERS**

#### **A. Composition and Selection.**

3.1. Governing Body; Composition. The Board shall govern the Master Association's affairs. Each director shall have one vote. Directors must be Members or residents of the Community, except in the case of directors that the Class "B" Member appoints. A director must be at least 18 years old. No more than one representative of any Member which is a legal entity, nor more than one occupant of any Lot, shall serve on the Board at a time, except in the case of directors that the Class "B" Member appoints.

3.2. Number of Directors. The Board shall consist of the number of directors provided for in Section 3.5. The initial Board shall consist of the three directors identified in the Articles of Incorporation.

3.3. Directors During Class "B" Control Period. The Class "B" Member shall have complete discretion in appointing, removing, and replacing directors during the Class "B" Control Period, except as otherwise provided in Section 3.5.

#### **3.4. Nomination and Election Procedures.**

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing



period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. Nominations for election to the Board also may be made by a nominating committee. The nominating committee, if any, shall consist of a Chairman, who shall be a Member, and two or more Members or representatives of Members, all appointed by a majority of the Board. The nominating committee, if any, may make as many nominations for election to the Board as it shall in its discretion determine. The Board also shall permit nominations from the floor at any election meeting.

The Board shall give each candidate a reasonable, equal opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) **Election Procedures.** A Member may cast the vote(s) assigned to the Lot(s) which he or she owns for each position to be filled at an election. Cumulative voting is not allowed. That number of candidates equal to the number of positions to be filled who receive the greatest number of votes shall be elected.

3.5. **Election and Term of Office.** Except as these By-Laws may otherwise specifically provide, the election of directors shall take place at the Master Association's annual meeting. Notwithstanding any other provision of these By-Laws:

(a) Upon termination of the Class "B" Control Period, the President shall call for an election by which the Class "A" Members shall be entitled to elect three of the five directors. The remaining two directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period; however, if such annual meeting is scheduled to occur within 90 days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (b) below.

(b) Not later than the first annual meeting after the termination of the Class "B" Control Period, an election shall be held at which the Class "A" Members shall elect four of the five directors, with the two directors receiving the largest number of votes being elected for a term of two years and the remaining two directors being elected for a term of one year.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which the Class "A" Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two years.

Notwithstanding the stated length of any term, directors shall hold office until their respective successors have been elected. Directors elected by the Class "A" Members are hereafter referred to as the "Class "A" Directors".

Upon expiration of the term of each Class "A" Director elected pursuant to this subsection and thereafter, a successor shall be elected for a term of two years.

3.6. Removal of Directors and Vacancies. Any Class "A" Director may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such Class "A" Director. Any Class "A" Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Class "A" Director, a successor shall be elected by the Class "A" Members entitled to elect the Class "A" Director so removed to fill the vacancy for the remainder of such Class "A" Director's term. Class "A" Directors may not be removed by the Class "B" Member.

Any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 60 days delinquent (or occupies a Lot for which assessments are so delinquent) in the payment of any assessment or other charge due the Master Association may be removed by a majority vote of the Board, excluding the Class "A" Director at issue. If the Class "A" Director is removed, the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members entitled to fill such directorship may elect a successor for the remainder of the term. If they fail to do so, the Board may appoint another director to fill the vacancy until filled by election.

This Section shall not apply to directors the Class "B" Member appoints nor to any director serving as Declarant's representative. Such directors may be removed and replaced only by the Class "B" Member or Declarant. The Class "B" Member or Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

## **B. Meetings.**

3.7. Organizational Meetings. Each Board shall hold its first meeting promptly after the annual membership meeting, at such time and place as the Board shall fix.

3.8. Regular Meetings. The Board may hold regular meetings at such time and place as the Board shall determine, but the Board shall hold at least one such meeting during each fiscal year during the Class "B" Control Period (which may be the organizational meeting in the first year) and at least one meeting per quarter thereafter.

3.9. Special Meetings. The Board shall hold special Board meetings when called by written notice signed by the President, Vice President, or any two directors.

### 3.10. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director);

or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address, each as shown on the Master Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least 7 business days before the time set for the meeting, except in the event of an emergency. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Community at least 48 hours in advance of the meeting or provided in any other manner reasonably anticipated to provide notice to all Members, including, without limitation, publication in a Master Association newsletter with Community-wide circulation, posting on a Community cable television channel, or posting on a Community Internet or intranet page. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

3.11. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all purposes. Participants attending by electronic means may vote by electronic transmission.

3.12. Quorum of Board. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these By-Laws or the Master Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Conduct of Meetings. The President shall preside over all Board meetings at which he or she is present, and the Secretary shall keep (or cause to be kept) a minute book of

Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings; Executive Session. Subject to the provisions of Section 3.15, all Board meetings shall be open to all Members. However, attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak, and the Board concurs. In such case, the President (or other officer conducting the meeting) may limit the time any such individual may speak. Declarant and Owners may record (audio and video images) Board meetings subject to reasonable rules the Board imposes.

Notwithstanding the above, the President may call a special Board meeting, or adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss with the Master Association's attorney matters relating to pending or threatened litigation which are protected by the attorney-client privileges, or to discuss among the Board any other matter of a sensitive nature, if applicable law permits. In such cases, no recording will be permitted.

3.15. Action Without a Formal Meeting. Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all directors sign a consent in writing, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

### C. Powers and Duties.

3.16. Powers. The Board shall have all of the powers and duties necessary for administering the Master Association's affairs and for performing all of the Master Association's responsibilities and exercising all of the Association's rights as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on the Master Association's behalf all acts and things except those which the Governing Documents or applicable law require to be done and exercised exclusively by the membership generally.

3.17. Duties. The Board's duties shall include, without limitation:

(a) those obligations set forth in the Master Declaration and elsewhere in these By-Laws;

(b) depositing all funds received on the Master Association's behalf in a bank depository which it shall approve, and using such funds to operate the Master Association; however, any reserve funds may be deposited, in the Board's business judgment, in depositories other than banks;

(c) after termination of the Class "B" Control Period, submitting for bid any planned Master Association expenditure (whether for capital items, services, maintenance, or otherwise) anticipated to exceed \$15,000.00 in any fiscal year; however, the Board is not obligated to contract with or otherwise retain the services of the lowest bidder not is it obligated to submit for bid the renewal of existing contracts;

(d) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Master Association if, in the exercise of its business judgment, it deems it prudent to do so;

(e) keeping books with detailed accounts of the Master Association's receipts and expenditures; and

(f) maintaining, and retaining for the time periods required, the "official records" of the Master Association, as provided in Chapter 720, Florida Statutes, or such other applicable law.

3.18. Compensation. The Master Association shall not compensate a director for acting as such. The Master Association may reimburse any director for expenses incurred on the Master Association's behalf if approved by a majority of the other directors. In addition, nothing herein shall prohibit the Master Association from compensating a director for services or supplies he or she furnishes to the Master Association in a capacity other than as a director pursuant to a contract or agreement with the Master Association. The foregoing also applies to any entity with which a director is affiliated.

3.19. Right of Class "B" Member to Disapprove Actions. During the period of Class "B" membership, the Class "B" Member shall have a right, to the extent not prohibited by law, to veto any action, policy, or program of the Master Association, the Board, and/or any committee which, in the Class "B" Member's discretion, would tend to impair rights or interests of Declarant, any Affiliate of Declarant's, or Builders, interfere with development or construction of any portion of the Community, or diminish the level of services the Master Association provides.

(a) Notice. The Master Association, the Board, and each committee shall give the Class "B" Member written notice of their meetings and proposed actions to be approved at their meetings (or by written consent in lieu of a meeting). The notice shall comply with the requirement for notice to directors under Section 3.10 and shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity to be Heard. The Master Association, the Board, and each committee shall give the Class "B" Member the opportunity at any meeting to join in, or to have its representatives or agents join in, discussion from the floor concerning any prospective action, policy, or program which would be subject to the veto right described in this Section.

(c) Exercise of Rights. The Class "B" Member may exercise its veto right at any time within 30 days following the meeting at which such action was proposed or, if the action is approved without a meeting, at any time within 30 days following receipt of written notice of the proposed action. The Class "B" Member, its representatives or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. This veto right may be used to block proposed actions but shall not include a right to require any action or counteraction by the Master Association, the Board, or any committee. The Class "B" Member shall not use its veto right to prevent expenditures required to comply with applicable laws.



(d) Condition of Implementation. No action, policy, or program subject to the Class "B" Member's veto right shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met, and then subject to the Class "B" Member's rights under subsection (c).

3.20. Management. The Board may employ a professional managing agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and as are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's duties, but shall not delegate policy-making authority or the obligation to adopt a budget. The Board may contract with or employ Declarant or any of its Affiliates as managing agent or manager.

The Board may delegate to one or more of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

After termination of the Class "B" Control Period, the Master Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination, which the Master Association may exercise with or without cause and without penalty at any time after termination of the Class "B" Control Period upon not more than 90 days written notice. After the Class "B" Control Period terminates, the Master Association may not terminate any management contract, or retain a new managing agent, without the approval of a majority of the Board of Directors.

The Class "A" Members shall have no right to terminate a management contract during the Class "B" Control Period. Unless the Board otherwise grants such right, or unless the management contract otherwise provides, the Board may act in its discretion with respect to executing and terminating management contracts during the Class "B" Control Period. Any management contract may, among other things, authorize the managing agent to act as the Master Association's agent with respect to the expenditure of Master Association funds within the scope of the approved Master Association budget; however, the managing agent shall not be permitted to spend money in excess of the budget or reallocate greater than 10% of any budget line item without the Board's prior written approval.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board specifically determines otherwise:

(a) Commencing at the end of the quarter in which the first Lot is sold and closed, the Board may prepare financial reports for the Master Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on a cash or accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(b) An annual Financial report consisting of at least the following shall be prepared within 60 days (or such longer period as is permitted by law) after the close of the fiscal year: (i) a balance sheet showing actual receipts and expenditures; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.

The Master Association shall provide each Owner or its authorized agent a copy of the annual financial report within 10 business days following receipt of a written request for same. In addition, if applicable law requires, the Master Association shall send a copy of the annual Financial report to each Member by mail or personal delivery following the close of the fiscal year.

3.22. Right To Contract. The Master Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations.

3.23. Fines. The Master Association may impose fines, in such amounts as permitted by law, for any violation of the Governing Documents except with regard to assessments. To the extent the Master Declaration or applicable law specifically requires, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed fine to be imposed; (iii) a period of not less than 14 days within which the alleged violator may present a written request for a hearing before the Covenants Committee appointed pursuant to Section 5.2; and (iv) a statement that the proposed fine shall be imposed as contained in the notice unless the alleged violator challenges the violation within 14 days of the notice. If a timely request for a hearing is not made, or if otherwise permitted by the Governing Documents and applicable law, the fine stated in the notice shall be imposed upon majority vote of the Covenants Committee. The Board or Covenants Committee may suspend any proposed fine if the violation is cured, or if a diligent effort is being made to cure, within the 14-day period. Such suspension shall not constitute a waiver of the right to fine future violations of the same or other provisions and/or rules by any Person. If a violator repeats the violation, or engages in a similar violation, for which notice was given within 12 months after the date of the first notice, the Board shall have



the discretion to impose the proposed fines if the alleged violations were one continuous violation without the need to serve the alleged violator with additional notice.

(b) Hearing. If the alleged violator requests a hearing within the allotted 14-day period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Proof of proper notice shall be placed in the minutes of the meeting. A copy of the notice, together with a statement of the date and manner of delivery signed by the officer, director, or agent who delivered such notice shall be considered adequate proof of notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. A written statement of the results of the hearing and the fine, if any, imposed shall be filed with the minutes of the Covenants Committee's meetings.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, subject to any limitations set forth in the Master Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the Master Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including, without limitation, reasonable Legal Costs actually incurred.

3.24. Board Training Seminar. The Board may provide, or provide for, as a Common Expense, seminars and continuing educational opportunities designed to educate and inform directors of their responsibilities as directors. Such programs may include instruction on applicable corporate and fiduciary law principles, other issues relating to administering the Community's affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, including property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected director and each re-elected director may be required to complete a training seminar within the first six months of assuming the director position.

3.25. Board Standards. In performing their duties, directors and officers shall act as fiduciaries and are entitled to insulation from liability as provided for directors and officers of corporations by applicable law and as otherwise provided by the Governing Documents.

A director or officer acting in accordance with the business judgment rule shall not be personally liable to the Master Association or its Members for errors in judgment made in the director's or officer's capacity as such. Unless the Governing Documents require that specific action be taken, the failure to take such specific action shall not, without further showing that the Board acted in violation of the business judgment rule, be deemed a violation of a Board duty. A director or officer shall be considered to be acting in accordance with the business judgment rule so long as the director or officer:

(a) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(b) affirmatively undertakes to make decisions which are necessary for the Master Association's continued and successful operation and, when decisions are made, they are made on an informed basis;

(c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and

(d) acts in a non-fraudulent manner and without reckless indifference to the Master Association's affairs.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

3.26. Conflicts of Interest; Code of Ethics. Unless otherwise approved by a majority of the other directors, no Class "A" Director may transact business with the Master Association or the Master Association contractor during his or her term as director. A Class "A" Director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the director relative to his or her performance as a director. A Class "A" Director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members. The Board may void any contract that creates a prohibited conflict of interest.

Notwithstanding the above, the directors appointed by the Class "B" Member may be employed by or otherwise transact business with Declarant or any of its Affiliates, and Declarant and its Affiliates may transact business with the Master Association or its contractors.

## ARTICLE IV OFFICERS

4.1. Officers. The Master Association's officers shall include a President, Vice President, Secretary, and Treasurer. The officers may, but need not, be Board members, Owners, or residents of the Community; however, so long as there is a Class "B" membership, the appointment of officers who are not residents of the Community shall require the prior written consent of the Class "B" Member. The Board may appoint such other officers, including, without limitation, one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the Master Association's officers at the first Board meeting following each Master Association annual meeting. Officers shall serve until their successors are elected.

4.3. Removal and Vacancies. Any officer may be removed by a vote of at least a majority of the directors. The Board shall appoint a replacement to fill any vacancy in any office for the unexpired portion of the term.

4.4. Powers and Duties. The Master Association's officers each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Master Association's chief executive officer. The Treasurer shall supervise the preparation of the Master Association's budget, but may delegate all or part of the preparation and notification duties to a finance committee, managing agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by applicable law.

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

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other Master Association instruments shall be executed by an officer, unless the Board provides otherwise, or by such other person or persons as the Board may designate by resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.18.

4.8. President. The President shall be the chief executive officer of the Master Association. He or she shall preside at all meetings of the Master Association and of the Board at which he or she is present. He or she shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power, subject to the provisions of Article V, to appoint committees from among the Members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Master Association. The President shall, subject to the control of the Board, have general supervision, direction, and control of the business of the Master Association. The President shall be ex-officio a member of all standing committees, and shall have such other powers and duties as may be prescribed by the Board or these By-Laws.

4.9. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent, disabled, or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be conferred upon him or her by the Board or these By-Laws.

4.10. Secretary. The Secretary shall keep (or cause to be kept) the minutes of all meetings of the Board and the minutes of all meetings of the Master Association at the Master Association's principal office or at such other places as the Board may order. The Secretary shall keep (or cause to be kept) the seal of the Master Association in safe custody and shall have charge of such books and papers as the Board may direct. The Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notice of meetings of the Members of the Master Association and of the Board required by these By-Laws or by law to be given. The Secretary shall maintain (or cause to be

maintained) a book of record Owners, listing the names and addresses of the Owners furnished by the Master Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board or these By-Laws. The Secretary may delegate all or a part of such duties to the managing agent.

4.11. Treasurer. The Treasurer shall have responsibility for Master Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records, and business transactions of the Master Association, including accounts of all assets, liabilities, receipts, and disbursements in books belonging to the Master Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may from time to time be designated by the Board, in accordance with the Master Declaration and these By-Laws, shall render to the President and Directors, upon request, an account of all of his or her transactions as Treasurer and of the financial conditions of the Master Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-Laws. The Treasurer may delegate a part of such duties to the managing agent.

## ARTICLE V COMMITTEES

5.1. General. The Board may create such committees and appoint its members, as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Master Association contractually or financially.

5.2. Covenants Committee. The Board shall, from time to time, appoint a Covenants Committee consisting of three persons to serve as a hearing tribunal pursuant to Section 3.23. The Covenants Committee shall be comprised of Members of the Master Association who are not directors, officers, or employees of the Master Association or the spouse, parent, child, brother, or sister of a director, officer, or employee.

5.4. Other Committees. In addition to the above, the Board may create additional committees, as it deems necessary and useful. The following are examples of types of committees, along with their purpose, which the Board may create:

(a) Finance Committee. To actively assist the Board, the Treasurer, and the Master Association's managing agent, if any, in preparing the Master Association's budget.

(b) Physical Maintenance Committee. To actively assist the Board with maintenance of the Common Maintenance Areas.

(c) Dispute Resolution Committee. To assist in the mediation of disputes concerning the interpretation of rules, and other Governing Document provisions and advise the Board on initiating litigation involving the Master Association (as provided in the Master

Declaration); however, the Dispute Resolution Committee shall not preside over matters relating to the collection of assessments or other fees and charges. Each member of the Dispute Resolution Committee shall attend a Board-approved course on dispute resolution, if the Board so requires.

The Board may establish by resolution the specific scope and limitations on the authority of the above committees.

## **ARTICLE VI MISCELLANEOUS**

6.1. Fiscal Year. The Master Association's fiscal year shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the edition published on the date closest to the meeting) shall govern the conduct of Master Association proceedings when not in conflict with applicable law or the Governing Documents.

6.3. Conflicts. Conflicts between or among the Governing Documents and applicable law shall be resolved as directed in the Master Declaration.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at reasonable times: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Master Association's office or at such other place within the Community as the Board shall designate.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; (iii) payment of the cost of reproducing documents requested; and (iv) such other matters as the Board deems appropriate. Records shall be made available within 10 business days of the receipt of a written request by an Owner or his or her authorized agent, or as otherwise required by law.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Master Association books, records, and documents and the physical properties the Master Association owns or controls. The director's right of inspection includes the right to make a copy of relevant documents at the Master Association's expense. The Board shall provide for such inspection to take place at the Master Association's office, the managing agent's office, or at a place within the Community as the Board shall designate.

6.5. Notices.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the Master Declaration or these By-Laws or by applicable law, all notices, demands, bills, statements, or other communications under the Master Declaration or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, by facsimile, electronic mail or other electronic communication device with written confirmation of transmission.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, facsimile number, or e-mail address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member;

(ii) if to the Master Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Master Association or its managing agent, or at such other address as the Master Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to the Declarant, at the principal address of the Declarant as it appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the Master Association pursuant to this Section.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; however, if such delivery is refused or if the intended recipient has contracted with the private carrier to leave any deliveries without obtaining a signature evidencing receipt, the notice shall be deemed duly given and effective if the attempt to deliver was timely made;

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

6.6. Amendment.

(a) By Class "B" Member. During the Class "B" Control Period, the Class "B" Member may amend these By-Laws unilaterally, subject to the approval requirements in Article XVI of the Master Declaration, if applicable; however, if the U.S. Department of Veterans Affairs ("VA") or the U.S. Department of Housing and Urban Development ("HUD") has issued project approval for VA-guaranteed or HUD-insured Mortgages, respectively, then either shall have the right to veto amendments to these By-Laws during the Class "B" Control Period.

(b) By the Membership. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent of Members representing at least 67% of the total Class "A" votes in the Master Association, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The approval requirements set forth in Article XI of the Master Declaration also shall be met, if applicable.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

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

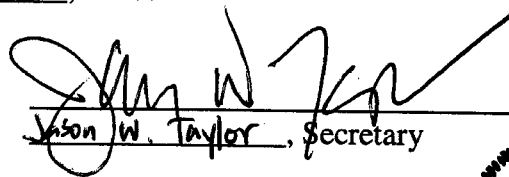
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Willowcove Master Association, Inc., a Florida corporation;

That the foregoing By-Laws constitute the original By-Laws of said Master Association, as duly adopted at a meeting of the Board of Directors thereof held on the 10<sup>th</sup> day of July 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Master Association this 10<sup>th</sup> day of July, 2007.

  
\_\_\_\_\_  
Jason W. Taylor, Secretary

[SEAL]



**EXHIBIT "E"**  
**SJRWMD ENVIRONMENTAL RESOURCE PERMIT**  
**NO. 40-109-87432-10**

**[ATTACHED]**



**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
Post Office Box 1429  
Palatka, Florida 32178-1429

**PERMIT NO.** 40-109-87432-10

**DATE ISSUED:** October 19, 2006

**PROJECT NAME:** Nocatee Town Center South

**A PERMIT AUTHORIZING:**

Construction of a Surface Water Management System with stormwater treatment by wet detention and vegetated natural buffers for Nocatee Town Center South, a 216.00-acre project.

**LOCATION:**

Section(s):	31	Township(s):	4S	Range(s):	29E
	6		5S		29E

St. Johns County

Centex/Lennar NFL Town Center South LLC  
12740 Gran Bay Parkway Ste 2400  
Jacksonville, FL 32258

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

**PERMIT IS CONDITIONED UPON:**

See conditions on attached "Exhibit A", dated October 19, 2006

**AUTHORIZED BY:** St. Johns River Water Management District  
Department of Resource Management

By: David Miracle by JCF  
(Service Center Director - Jacksonville)  
David Miracle

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-109-87432-10**  
**CENTEX/LENNAR NFL TOWN CENTER SOUTH LLC**  
**DATED OCTOBER 19, 2006**

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
  1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
  2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
  3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
  4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
  5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
  6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. The wetland mitigation areas must be planted prior to any of the following events (whichever occurs first): issuance of the first certificate of occupancy; use of the infrastructure for its intended use; or transfer of responsibility for operation and maintenance of the system to a local government or other responsible entity.
24. The Permittee must furnish the District with two copies of an annual monitoring report in the month of August on District form EN-55, for the time period stated in this permit's success criteria condition.
25. Successful establishment of the wetland mitigation will have occurred when: a. At least 80 percent of the planted individuals in each stratum have survived throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference; and, b. At least 80 percent cover by appropriate wetland herbaceous species has been obtained; and, c. Hydrologic conditions generally conform to those specified in the mitigation plan; and, d. The above criteria have been achieved by the end of a 5-year period following initial planting.
26. If successful establishment has not occurred as stated above, the permittee must apply to the District for a permit modification no later than 30 days following the termination of the monitoring period. The application must include a narrative describing the type and causes of failure and contain a complete set of plans for the redesign and/or replacement planting of the wetland mitigation area so that the success criteria will be achieved. Within 30 days of District approval and issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must again be achieved. In addition, the monitoring required by these conditions must be conducted.
27. In the event that 50% or greater mortality of planted wetland species in any stratum within the mitigation area occurs, the Permittee must undertake a remediation program approved by District staff.
28. The proposed surface water management system must be constructed as per Plans received by the District on June 19, 2006 and as supplemented by plans received by the District on August 11, 2006.
29. The stormwater management system shall be inspected by the operation and maintenance entity once within two years after completion of construction and every two years thereafter to insure that the system is functioning as designed and permitted. If a required inspection reveals that the system is not functioning as designed and permitted, then within 14 days of the inspection the entity shall submit an Exceptions Report on form number 40C-42.900(6), Exceptions Report for Stormwater Systems Out of Compliance. The operation and maintenance entity must maintain a record of the required inspection, including the date of the inspection, the name, address and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.
30. This permit requires the recording of a conservation easement.

Description of Conservation Easement Area

At least 45 days prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) the sale of any lot or parcel, (3) the recording of the

subdivision plat or (4) the use of the infrastructure for its intended use, whichever occurs first, the permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description showing the areas to be encumbered by the conservation easement.

#### Recording of Conservation Easement

Simultaneously with the recording of any subdivision plat containing any areas designated in the mitigation plat for preservation, or (2) prior to use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement which shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 12.38, Applicant's Handbook, Management and Storage of Surface Waters (February 1, 2005). The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not act to approve or disapprove the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement.

Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The easement must contain the provisions set forth in paragraphs 1(a)-(h) of section 704.06, Florida Statutes, as well as provisions indicating that the easement may be enforced by the District, and may not be amended without written District approval.

#### Additional Document Required

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located.

Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

#### Demarcation of Conservation Easement Area

Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

Until such time as the conservation easements described above are recorded, the

**Permittee shall not use or allow the use of area designated as conservation areas on the mitigation plan for uses inconsistent with the Preserve Management Plan, the Greenway Management Plan or the Gopher Tortoise Mitigation Plan, for those respective areas.**

### Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at [Clerk@sjrwm.com](mailto:Clerk@sjrwm.com), within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 5 below. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
2. If the Governing Board takes action that substantially differs from the notice of District decision, a person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the District, but this request for administrative hearing shall only address the substantial deviation. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) at the office of the District Clerk at the mail/street address or email address described in paragraph no. 1 above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of final District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of final District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. Mediation pursuant to Section 120.573, Florida Statutes, is not available.
3. A person whose substantial interests are or may be affected has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must also comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.



### Notice Of Rights

5. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida. Petitions received by the District Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at [www.sjrwmd.com](http://www.sjrwmd.com). These conditions include, but are not limited to, the petition being in the form of a PDF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
8. A person with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of their property, has the right to, within 30 days of receipt of the notice of District decision regarding a permit application, apply for a special-magistrate proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the Office of the District Clerk located at District Headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, FL 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes. Requests for relief received by the District Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day.
9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph nos. 1 or 2 above. (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph nos. 1 or 2 above waives the right to a special magistrate proceeding. (Subsection 70.51(10)(b), Florida Statutes).
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special magistrate proceeding. (Subsection 70.51(3), Florida Statutes).

### **Notice Of Rights**

11. Any person whose substantial interests are or may be affected who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Florida Department of Environmental Protection and any person named in the order within 20 days of the rendering of the District order.
14. A District action is considered rendered, as referred to in paragraph nos. 11, 12, and 13 above, after it is signed on behalf of the District, and is filed by the District Clerk.
15. Failure to observe the relevant time frames for filing a petition for judicial review as described in paragraph nos. 11 and 12 above, or for Commission review as described in paragraph no. 13 above, will result in waiver of that right to review.

**Notice Of Rights**  
**Certificate of Service**

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Centex/Lennar NFL Town Center South LLC  
12740 Gran Bay Parkway Ste 2400  
Jacksonville, FL 32258

At 4:00 p.m. this 19th day of October, 2006.

*Gloria Lewis*

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Division of Permit Data Services  
Gloria Lewis, Director

St. Johns River Water Management District  
Post Office Box 1429  
Palatka, FL 32178-1429  
(386) 329-4152  
Permit Number: 40-109-87432-10

24

ORDINANCE NUMBER: 2006-116

AN ORDINANCE OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA APPROVING A MAJOR MODIFICATION TO THE TOWN CENTER SOUTH MASTER DEVELOPMENT PLAN (MDP) RESOLUTION NUMBER 2006-24, 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 England Thims and Miller., on behalf of Centex Homes, Inc, 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 2006-14 for a Major Modification to the Town Center South Master Development Plan (MDP) Resolution Number 2006-24, as amended, dated June 23, 2006, as described hereinafter, and after required notice was published, a public hearing was held on the 3<sup>rd</sup> day of October, 2006, at 9:00AM on said application.

SECTION 1. That development of lands within the Town Center South MDP shall proceed in accordance with Resolution 2006-24, as amended, including the Application for Major Modification dated June 23, 2006 and attached hereto and made a part hereof.

SECTION 2. That the need and justification for modification of the Town Center South MDP 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 Town Center South MDP is consistent with the goals, policies and objectives of the 2015 St. Johns County Comprehensive Plan.
3. As modified, the Town Center South MDP 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 Town Center South MDP 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 Town Center South MDP meet all requirements of Section 5.03.02.G of the St. Johns County Land Development Code.
6. As modified, the Town Center South MDP does not adversely affect the orderly development of St. Johns County and is compatible and consistent with the development trends of the surrounding area.

Jackie Y. King  
m+k

ORDINANCE BOOK 42 PAGE 295

**SECTION 3.** That all other provisions of Resolution 2006-24 as amended, not in conflict with the provisions of 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. The text of the Master Development Plan shall control in cases of conflict with the Master Development Plan Map.

**SECTION 5.** That the terms of this modification to the Town Center South MDP 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 3<sup>rd</sup> DAY OF October 2006**

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

BY: James E. Bryant  
James E. Bryant  
Chairman

**RENDITION DATE** 10/05/06

**ATTEST: CHERYL STRICKLAND, CLERK**

BY: Cheryl Strickland  
Deputy Clerk

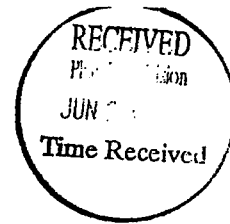
**EFFECTIVE DATE:** 10/13/06



Revised Legal Description



June 15, 2006  
Page 1 of 3



Nocatee

### TownCenter South Parcel A & B Combined

A portion of Section 31, Township 4 South, Range 29 East, together with a portion of Section 6, Township 5 South, Range 29 East, both lying in St. Johns County, Florida, also being a portion of Tract "H" of those lands described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 6; thence South  $01^{\circ} 10' 10''$  East, along the Westerly line of said Section 6, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as now established; thence North  $55^{\circ} 22' 18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ} 19' 25''$  East, continuing along said Southeasterly right of way line, 593.13 feet to a point lying on the Southerly right of way line of Preservation Trail, a variable width right of way as described and recorded in Official Records Book 2565, page 1074 of said public records, said point also being a point on a curve concave Southwesterly, having a radius of 806.00 feet; thence Southeasterly, departing said Southeasterly right of way line, along said Southerly right of way line and along the arc of said curve, through a central angle of  $01^{\circ} 28' 00''$ , an arc length of 20.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $60^{\circ} 38' 09''$  East, 20.63 feet.

From said Point of Beginning, thence Southeasterly, along said Southerly right of way line of Preservation Trail the following twenty-two courses: Course 1, thence Southeasterly, along the arc of said curve concave Southwesterly, having a radius of 806.00 feet, through a central angle of  $01^{\circ} 29' 02''$ , an arc length of 20.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 09' 37''$  East, 20.87 feet; Course 2, thence South  $58^{\circ} 25' 07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2625.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $02^{\circ} 54' 25''$ , an arc length of 133.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 52' 19''$  East, 133.17 feet; Course 4, thence South  $48^{\circ} 00' 37''$  East, 50.14 feet to a point on a curve concave Northeasterly, having a radius of 2637.00 feet; Course 5, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 42' 04''$ , an arc length of 216.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $64^{\circ} 44' 10''$  East, 216.31 feet; Course 6, thence South  $22^{\circ} 49' 47''$  East, 32.80 feet; Course 7, thence South  $68^{\circ} 27' 16''$  East, 80.00 feet; Course 8, thence North  $65^{\circ} 55' 05''$  East, 50.04 feet to a point on a curve concave Northerly, having a radius of 2625.00 feet; Course 9, thence Southeasterly, along the arc of said curve, through a central angle of  $09^{\circ} 03' 33''$ , an arc length of 415.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $74^{\circ} 37' 16''$  East, 414.61 feet; Course 10, thence South  $66^{\circ} 33' 25''$  East, 52.73 feet to a point on a curve concave Northerly, having a radius of 2637.00 feet; Course 11, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 11' 13''$ , an arc length of 192.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $82^{\circ} 21' 45''$  East, 192.66 feet; Course 12, thence South  $40^{\circ} 50' 28''$  East, 50.36 feet; Course 13, thence South  $03^{\circ} 09' 14''$  West, 23.93 feet; Course 14, thence South  $86^{\circ} 50' 46''$  East, 150.00 feet; Course 15, thence North  $03^{\circ} 09' 14''$  East, 35.93 feet; Course 16, thence North  $47^{\circ} 08' 39''$  East, 50.36 feet to a point on a curve concave Northerly, having a radius of 2625.00 feet; Course 17, thence

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Easterly, along the arc of said curve, through a central angle of  $09^{\circ}46'34''$ , an arc length of 447.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $85^{\circ}51'53''$  East, 447.35 feet; Course 18, thence North  $80^{\circ}58'35''$  East, 508.58 feet to the point of curvature of a curve concave Southerly, having a radius of 1925.00 feet; Course 19, thence Easterly, along the arc of said curve, through a central angle of  $28^{\circ}55'19''$ , an arc length of 971.71 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $84^{\circ}33'45''$  East, 961.43 feet; Course 20, thence Easterly, along the arc of a curve concave Northerly, having a radius of 1650.00 feet, through a central angle of  $04^{\circ}17'17''$ , an arc length of 123.49 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $72^{\circ}14'44''$  East, 123.46 feet; Course 21, thence South  $61^{\circ}51'46''$  East, 51.78 feet to a point on a curve concave Northerly, having a radius of 1662.00 feet; Course 22, thence Easterly, along the arc of said curve, through a central angle of  $06^{\circ}01'37''$ , an arc length of 174.83 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $79^{\circ}08'45''$  East, 174.75 feet; thence South  $35^{\circ}49'33''$  West, 53.25 feet; thence South  $55^{\circ}40'46''$  East, 51.30 feet; thence South  $18^{\circ}59'30''$  East, 47.62 feet; thence South  $12^{\circ}32'51''$  West, 65.32 feet; thence South  $58^{\circ}51'44''$  West, 54.66 feet; thence South  $30^{\circ}11'49''$  West, 66.42 feet; thence South  $86^{\circ}57'21''$  West, 51.05 feet; thence South  $84^{\circ}32'29''$  West, 48.20 feet; thence South  $06^{\circ}24'21''$  West, 33.74 feet; thence South  $52^{\circ}27'59''$  West, 30.51 feet; thence South  $36^{\circ}11'44''$  West, 31.66 feet; thence North  $52^{\circ}37'35''$  West, 51.70 feet; thence North  $17^{\circ}18'36''$  West, 91.49 feet; thence North  $37^{\circ}37'11''$  West, 97.72 feet; thence North  $18^{\circ}01'20''$  East, 79.27 feet; thence North  $26^{\circ}32'44''$  West, 60.53 feet; thence South  $23^{\circ}21'12''$  West, 59.55 feet; thence South  $38^{\circ}27'41''$  West, 72.56 feet; thence South  $40^{\circ}21'58''$  West, 70.41 feet; thence North  $73^{\circ}32'29''$  West, 51.83 feet; thence South  $27^{\circ}33'03''$  West, 62.66 feet; thence South  $50^{\circ}53'30''$  West, 91.60 feet; thence South  $26^{\circ}51'07''$  East, 80.94 feet; thence South  $03^{\circ}40'27''$  East, 54.16 feet; thence South  $59^{\circ}04'57''$  West, 52.36 feet; thence South  $17^{\circ}18'17''$  West, 108.01 feet; thence North  $72^{\circ}12'33''$  East, 46.85 feet; thence South  $18^{\circ}55'57''$  East, 70.47 feet; thence South  $25^{\circ}23'40''$  East, 67.03 feet; thence South  $01^{\circ}15'48''$  East, 82.57 feet; thence North  $77^{\circ}58'01''$  East, 95.27 feet; thence South  $59^{\circ}36'22''$  East, 27.59 feet; thence North  $87^{\circ}22'59''$  East, 72.25 feet; thence South  $68^{\circ}00'19''$  East, 73.96 feet; thence South  $89^{\circ}00'44''$  East, 52.96 feet; thence South  $80^{\circ}49'09''$  East, 79.20 feet; thence South  $03^{\circ}41'02''$  West, 40.58 feet; thence South  $08^{\circ}22'03''$  East, 74.93 feet; thence South  $72^{\circ}34'10''$  East, 30.20 feet; thence South  $41^{\circ}12'58''$  East, 37.58 feet; thence South  $61^{\circ}35'47''$  East, 55.78 feet; thence South  $55^{\circ}12'43''$  East, 76.05 feet; thence South  $74^{\circ}44'36''$  East, 75.15 feet; thence South  $71^{\circ}38'20''$  East, 57.97 feet; thence North  $81^{\circ}57'07''$  East, 53.21 feet; thence South  $72^{\circ}58'08''$  East, 48.24 feet; thence South  $86^{\circ}27'36''$  East, 49.88 feet; thence South  $89^{\circ}00'40''$  East, 47.97 feet; thence South  $80^{\circ}50'00''$  East, 115.40 feet; thence South  $20^{\circ}39'11''$  East, 55.30 feet; thence South  $30^{\circ}10'28''$  East, 51.75 feet; thence South  $35^{\circ}41'39''$  East, 305.85 feet; thence Due South, 1821.21 feet; thence South  $84^{\circ}03'05''$  West, 180.00 feet; thence South  $83^{\circ}05'14''$  West, 785.45 feet; thence South  $15^{\circ}40'33''$  West, 23.34 feet; thence South  $07^{\circ}06'36''$  East, 45.71 feet; thence South  $65^{\circ}33'03''$  East, 85.95 feet; thence South  $28^{\circ}10'59''$  West, 57.24 feet; thence South  $16^{\circ}41'22''$  East, 64.10 feet; thence South  $16^{\circ}46'12''$  West, 71.73 feet; thence South  $09^{\circ}50'32''$  West, 52.93 feet; thence South  $12^{\circ}41'37''$  West, 40.09 feet; thence South  $04^{\circ}51'09''$  West, 76.94 feet; thence South  $19^{\circ}08'38''$  West, 83.67 feet; thence South  $36^{\circ}55'32''$  West, 61.46 feet; thence South  $49^{\circ}50'36''$  West, 50.69 feet; thence South  $55^{\circ}10'47''$  West, 11.63 feet; thence South  $17^{\circ}37'04''$  West, 111.97 feet; thence Due West, 52.46 feet; thence South  $30^{\circ}04'50''$  West, 20.00 feet; thence Due West, 1323.93 feet; thence North  $33^{\circ}18'38''$  West, 150.00 feet; thence North

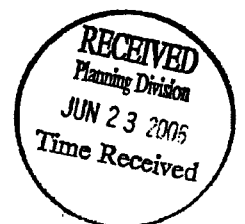


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06°00'32" West, 642.29 feet; thence North 00°53'43" East, 537.97 feet; thence North 18°26'06" West, 504.99 feet; thence North 05°16'11" West, 280.11 feet; thence Due West, 1561.07 feet; thence North 24°07'42" West, 1481.95 feet; thence North 25°45'53" East, 661.03 feet; thence North 00°12'03" West, 110.90 feet; thence North 13° 42' 35" East, 150.59 feet; thence North 11° 42' 16" West, 20.45 feet; thence North 00° 16' 08" West, 86.70 feet; thence North 07° 31' 28" East, 24.73 feet; thence North 17° 00' 58" West, 77.34 feet; thence North 10° 23' 32" East, 94.96 feet; thence North 28° 35' 56" East, 189.19 feet to the Point of Beginning.

Containing 318.63 acres, more or less.





**EXHIBIT C**  
**Master Development Plan**  
**Town Center South Residential**

**A. DESCRIPTION**

The Town Center South Residential project is located within the Nocatee Planned Unit Development (PUD 2002-02) approved pursuant to Ordinance 2002-46. The Nocatee DRI Development Order was approved pursuant to St. Johns County BCC Resolution 2001-30. Town Center South Residential is the first parcel within the Town Center to seek development approval.

The design for this master development plan is consistent with the guidelines outlined in the DRI Development Order and the PUD Ordinance, and is consistent with the New Town Future Land Use designation and the requirements of Comprehensive Plan Objective A.1.19. For the purposes of development and compliance with PUD and Comprehensive Plan requirements, the overall PUD property is considered a single site.

Development within Town Center South Residential project will be as per allowances for single-family and multi-family development within Town Center districts as specified in Nocatee PUD Ordinance 2002-46 as may be amended. Specifics of development not listed within this text will be allowable if stated as allowable in the Nocatee PUD Ordinance as may be amended.

The boundaries of Town Center South Residential are defined by the South Perimeter Loop Road right-of-way and wetlands geometry, with the Center Pass Greenway and the Snowden Greenway and wetlands systems surrounding the project boundaries south of the South Perimeter Loop Road. A portion of the proposed project boundary is overlaid by the existing CR 210 right-of-way.

The larger, contiguous portion of the project is designed as a cohesive neighborhood with central Neighborhood Commons accessible by pedestrian and bicycle travel from the single-family homes. This portion of the project is connected to the multi-family (condominium) portion of the project via a boardwalk across the Greenway wetlands system. A pedestrian boardwalk is also proposed to connect to the Town Center Community Park proposed to the east and to the Greenway Trailhead that is proposed to the west. The boardwalks and proposed pedestrian connections are shown on the MDP.

The Town Center South Residential community will have vehicular access from the South Perimeter Loop Road, with internal vehicular, bicycle and pedestrian interconnectivity as shown on the Master Development Plan. The configuration of the right-of-way for the South Perimeter Loop Road, including wetland impacts and future development roadway connections has been reviewed and approved under MDP 2003-09.

**B. Total Number of Acres included within the project.**

The Town Center South Residential MDP encompasses 334.2435± acres.

Town Center South Residential MDP	1	6/197/11/06
<small>G:\Nocatee\06-037Admin\MDP Redline 7-10-2006.doc G:\Nocatee\06-037Admin\MDP Redline 6-15-2006.doc G:\Nocatee\08-040-40Admin\MDP\FINAL\PLZA_rev_clean.doc</small>		

**C. Total Number of Wetland Acres**

There are 60.6± wetland acres within the Town Center South Residential project boundary. The wetland impacts are estimated to be a maximum of 8.46± acres, with ±122.45/125.53 acres of wetlands preserved.

**D. Development Area and Land Use**

Town Center South Residential will be developed as a Town Center residential district as defined by the Nocatee PUD. Allowable uses within the district shall be as allowed by Table 4-1 and elsewhere within the Nocatee PUD Ordinance 2002-46.

As per Table 3-1 of the PUD Ordinance, Town Center as a whole has the following approvals:

	Approximate Development (Acres)	Preserved Wetlands (Acres)	Estimated Dwelling Units			OFFICE (SF)	COMMERCIAL (SF)	LIGHT INDUSTRIAL (SF)	HOTEL (Rooms)	ASSISTED LIVING (DU)	GOLF HOLES	PARKS (Acres)
			SF	MF	Total							
TOWN CENTER	1,100	61	800-1,100	1,500-2,500	2,300-3,500	2,757,000	778,000	100,000	485	540	0	86

The total area for the Town Center South Residential MDP is 261.8334.35± acres. The approximate acreage by use is as follows. Actual acreage may be determined at the time of engineering plans: any changes to acreages will be within limits allowed by LDC 5.03.05 and the PUD, and all land use proportions required by the PUD, the DRI DO and the Comprehensive Plan will be adhered to accordingly.

USE	ACRES
Residential	167.01
Wetland Impacts	9.6
Collector ROW	4.7
<b>Total Developable</b>	<b>181.31</b>
Wetlands Preserved	122.45
Buffers & Greenway Uplands	30.48
<b>Total Undeveloped</b>	<b>152.93</b>
<b>Total Acres</b>	<b>334.24</b>

Use	Acres
Total Acres	334.35
<b>Preserved Wetlands</b>	
Isolated Wetlands	7.17
Greenway Wetlands	118.36
<b>Buffers</b>	
Upland Buffer	17.68
Roadway Buffer	2.81
Other Green way Uplands	6.69
<b>Collector Roads</b>	4.91
<b>Ponds</b>	33.39
<b>Parks / Amenity</b>	5.78
<b>Net Residential Acreage</b>	137.56

**E. Total Residential Units and Density.**

The density for residential development within Town Center South Residential is calculated in accordance with the Nocatee PUD.

Planned residential development is as follows:

USE	RESIDENTIAL			Net Acres <sup>1</sup>	Density <sup>1</sup>	Population <sup>2</sup>	School Age Children <sup>2</sup>
	Single Family	Multi Family	Total				
Residential	382341	460260	542601	422.45 168.5137 .56	4.44.37	4,3281,472	238264
<b>Total</b>							
<b>% of Total Residential Units<sup>3</sup></b>	70	30					

1. Density is calculated in compliance with the PUD Ordinance, based on Net Acreage=(Gross Acreage)-(Wetlands & Preservation lands)-(Ponds)-(Parks)-(Other Non-Residential uses).
2. The population is calculated as 2.45 persons per household. The estimate of school age children is calculated as .44 per household, consistent with the DRI.
3. As per Comprehensive Plan Policy A1.19.3, a minimum of 50% of the total residential units must be single-family, and a minimum of 30% must be multi-family. The Nocatee PUD, as a whole, meets this requirement.

**F. Total Intensity of Non-Residential Development**

All non-residential development within Town Center South Residential will be accessory to the residential development within the project. Structures such as gazebos, decks, boardwalks, and other amenity structures associated with the development will be shown on the appropriate construction plans if permitting is required.

**G. Development Criteria**

The following development criteria are a part of the Nocatee PUD Ordinance; development within Town Center South Residential will include detached single-family, and townhome and condominium multi-family development. The residential development within Town Center South Residential will comply with the following standards:

	Town Center	TNR
<b>Residential density (net du/acre)<sup>3</sup></b>	3-50	
<b>Maximum Bldg. Height<sup>1</sup></b>	90'	45'
<b>Minimum Floor Area (sf)</b>		
Accessory Apartments	400	400
<b>Single Family</b>	<i>Allowable as TNR</i>	
Minimum lot size		3,000 sf
Minimum lot width		30'
Setbacks: <sup>2</sup>		
FRONT: Building		10'
Porch <sup>2</sup>		5'
Garage-front facing		25'
Alley Front		3'
SIDE: Street Side/ Corner lots		5'
Other Sides		2'
Zero lot (side/other side)		2'/8'
REAR: Primary Structure		10'
Garages / Other Accessory structure) <sup>6</sup>		3'
<b>Multi Family</b>	<i>allowable</i>	
Minimum Lot Size	2,000	
Minimum Lot Width	14	
Setbacks:		
FRONT: Building	0'	
Garages & Car Ports	25'	
Alley Front	3'	
SIDE	0'	
Side Street	0'	
REAR	0'	
Rear Garages / Other Accessory structure) <sup>6</sup>	0'	

- (1) a. Structures exceeding thirty-five (35) feet must contain an automatic sprinkler system designed and installed in accordance with the latest edition adopted by the ~~St. Johns County~~ Florida Fire Prevention Code of, NFPA 13 or equivalent standard as adopted in the ~~St. Johns County~~ Florida Fire Prevention Code or as otherwise approved by St. Johns County Fire Services.
- b. The height limitations do not apply to any new roof structures for housing elevators, stairways, tanks, ventilating fans, solar energy collectors or similar equipment required to operate the building (provided the structure shall not cover more than 20% of the roof area or extend over 10 feet in height), nor to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, vents or other similar structures which may

- be erected above the height limit, nor to fire or parapet walls providing that such walls shall not extend more than five (5) feet above the roof.
- (2) All setbacks are subject to drainage easements and adjustments to conform to fire and building codes. Setbacks are measured from the outside foundation wall of the structure. Single family overhangs shall not protrude over lot lines. The alley front yard setback shall be measured from the property line or easement line for the alley whichever is more restrictive. Setbacks for pools (with and without screen enclosures) and accessory structures shall be a minimum of 5 feet. Setbacks for pool equipment and air conditioning units, etc. shall be a minimum of 2 feet. Accessory uses, including, but not limited to pool enclosures, are allowed in side and rear yards. Driveway setbacks from property lines for VR and SRVN zoning districts shall follow the St. Johns County Land Development code requirements.
  - (3) Residential Density (net du/ac) is calculated on an allocated land use basis and includes the development tract or lots and the right of way of local streets directly serving the residential use. Wetlands, retention ponds and lakes, parks and other non-residential land uses associated with the residential parcels is not part of the density calculation.
  - (4) All definitions to the above design standards are provided in the St. Johns County Land Development Code unless noted otherwise.
  - (5) A reduction of the front yard setback is permitted on those single family structures which have porches that are at least one half (50%) of the width of the main structure.
  - (6) Guest Houses and/or separated accessory apartments will be considered accessory structures and will only be required to meet accessory structures setback requirements.

### **Single Family**

Single-family development will follow the design criteria listed above. Parking will be supplied based on 2 parking spaces per dwelling unit. Parking may be as allowed by the PUD Ordinance 2002-46 as may be amended. The single-family neighborhood will be developed according to TNR standards as specified in the PUD text.

As per PUD Section 5.5.4, a maximum block length within the single-family residential may not exceed ten times the average lot width, up to 1,000 feet. Block lengths may be increased by no more than one and one-half of the maximum if one or more of the following conditions are met to preserve and design around environmentally sensitive lands; where parks or civic spaces are provided at the end of a block; where pedestrian and bicycle pathways connect to adjacent streets; or where other design elements including conservation areas are used to interrupt a continuous streetscape. Block length applies to all blocks with cross streets.

The single-family neighborhood will establish a variation in lot size by establishing differing base lot widths, and through variations in road form and geometry; thereby allowing for a natural variation in the perceived lot size and configuration at street frontage.

Allowable uses within the Single Family district will be as per Table 4-1 and elsewhere within the Nocatee PUD Ordinance 2002-46 as may be amended.

As required by Special Condition 27(b) of the Nocatee DRI Development Order, a 'safe room' will be constructed in all detached single-family residences.

### **Multi-Family**

Multi-family development will follow the design criteria listed above. Parking will be supplied based on 2 parking spaces per dwelling unit. Parking may be as allowed by the PUD Ordinance

2002-46 as may be amended. Multi-family development may be condominium, townhome, or other attached housing.

Allowable uses within the Multi-Family district will be as per Table 4-1 and elsewhere within the Nocatee PUD Ordinance 2002-46 as may be amended.

### **Site Clearing**

St. Johns County may issue permits for clearing for portions of the Town Center South Residential site subsequent to initial review and prior to final approval of construction plans if the Urban Forestry staff has approved the proposed tree mitigation plans and Engineering Technical has approved drainage plans; however all other federal, state and regional permits related to land clearing, grading and earthwork must be obtained prior to work being initiated. No preserved buffers, preserved wetlands or otherwise conserved lands shall be cleared. The developer shall mitigate for any protected trees to be removed by such clearing activity as required by the Land Development Code.

For the purposes of the Neighborhood Site Plan required for construction plan review, calculation of tree credit requirements for single family residences will be based on individual lot size.

Clearing and grading operations will be in compliance with the PUD, DRI DO and the LDC as applicable and best management practices shall be followed during construction activities including the installation of erosion control measures that shall be placed at the limits of clearing or when deemed appropriate at the landward edge of the upland buffer.

### **Signs**

All signage shall comply with the allowances of the Land Development Code as may be modified by the Unified Sign Plan. Potential signage location is shown on the MDP. Sign locations for all areas shown as "Future Development" will be shown on the corresponding incremental MDP.

### **Fencing**

The developer, at his option, may erect a fence or wall up to 8 feet high along all or parts of the perimeter of the property in accordance with the PUD text and the Land Development Code. This fence or wall may be considered part of the perimeter screening in accordance with the land development regulations if such screening is required. Individual lot owners may construct fences in accordance with the Land Development Code and the Nocatee PUD Ordinance 2002-46.

## **H. Infrastructure**

### **• Drainage**

The stormwater system shall be designed in accordance with the requirements of St. Johns County and the St. Johns River Water Management District. A master storm drainage system may be designed to serve multiple uses and areas. One or

several POA, HOA, or CDDs will maintain all privately owned common drainage and retention facilities and tracts. Roads and drainage and retention facilities may be proposed for dedication to St. Johns County.

- **Roads**

Access to the project development shown shall be from South Perimeter Loop Road. All local road rights-of-way shall be a minimum of 50 feet except where greater widths are shown on the MDP map. The roadway system within the MDP may be proposed for dedication to St. Johns County. The road locations shown on the MDP map are conceptual and subject to change on the construction plans in accordance with LDC Section 5.03.05.

Town Center South Residential may waive those portions of the Land Development Code relative to roadway design as allowed by the Nocatee PUD. These waivers will be determined at the time of construction plan submittal as allowed by the PUD Ordinance.

- **Parking**

On-street parking (both 45 degrees and 90 degrees) is permitted within the Town Center. Ninety degree on street parking is limited to guest parking for townhome and condominium units.

- **Non-Vehicular Access**

A sidewalk/ multi-purpose path is being provided adjacent to South Perimeter Loop Road as shown on MDP 2003-09. The sidewalk along South Perimeter Loop Road is shown on the Town Center South Residential MDP for reference and to demonstrate pedestrian interconnectivity.

A system of sidewalks and pedestrian boardwalks is shown on the Town Center South Residential MDP map. This non-vehicular network provides interconnectivity between development areas, thereby reducing the need for vehicular travel. Bike racks shall be provided at the recreation facilities; location of bike racks will be specifically shown on construction plans.

The general location of future pedestrian connection to the Greenway Trail to the south of the project is shown on the MDP. The general location of the future pedestrian boardwalk connection to the community park east of the project site and to the Greenway Trail Head to the west of the site are shown on the MDP; the specific locations may be modified according to boardwalk plans, but such modification will be in compliance with LDC Section 5.03.05.

- **Open Space / Parks / Recreation / Community Centers**

The Town Center South Residential MDP includes a number of parks and recreation areas as identified on the MDP map. There are two Neighborhood Commons/Community Parks (a minimum of one-acre each) which will may include a multi-purpose field or court, playground, picnic area, water features, furnishings, shelters and passive open space. This park may also include a



swimming pool with associated restroom building and pavilion, and other accessory buildings. All lots within this MDP are within one half mile of a ~~Neighborhood Commons~~ Community Park.

Additional Neighborhood Parks and Neighborhood Greens are shown on the MDP map. Neighborhood Parks may have picnic areas, furnishings and playground equipment. Neighborhood Greens may have furnishings and landscaping. All residences are within ¼ mile of a neighborhood park or green, community park, or greenway. All dwelling units are within ½ mile of a neighborhood or community park.

Active recreation areas for multi-family development are provided (at 150 sf / DU) based on neighborhood commons, neighborhood parks, and active recreation centers within the development. The active recreation/ amenity area within the Condominium parcel is 0.6 acres minimum. Active recreation components for multi-family development will be within ¼ mile of the development.

- **Fire Protection**

Fire protection will be installed in accordance with LDC Part 6.03.

- **Solid Waste**

St. Johns County shall provide for solid waste disposal for residential use.

#### **I. Water and Sewer**

JEA or its designees, successors or assigns will provide water and sewer. Re-use will be the primary source of irrigation for multi-family development, common areas, and each single-family home. Reuse will consist of both metered treated effluent and stormwater ponds as sources for irrigation.

#### **J. Soils**

A Soils Map is included in the Map Exhibits. The soil types and community development potential are identified in a table associated with the map.

#### **K. Upland Forest and Wetlands**

A copy of the FLUCFCS map is provided in the Map Exhibits. The Land Development Code requires conservation of 5% of Upland Natural Vegetation on site, which may be included in the upland buffers, and the Nocatee PUD as a whole has met this requirement.

#### **L. Significant Natural Communities Habitat**

The Nocatee PUD as a whole meets the requirement for conservation of Significant Natural Communities Habitat. The conservation areas approved pursuant to the DRI Development Order and the PUD Ordinance 2002-46 are not located within Town Center South Residential. The

Xeric Habitat planned for conservation is outside the limits of the Town Center South Residential MDP, but is shown on the MDP map for reference.

### **M. Known or Observed Historic Resources**

The property within the Nocatee PUD underwent analysis for Historic Resources during the DRI review process. No Historic Sites were designated within Town Center South Residential. The archeological site shown on Exhibit 2 of the Nocatee PUD is within the Xeric Habitat/ Archeological Site area shown for reference on the Town Center South Residential MDP map.

### **N. Buffering and Landscaping**

#### **Upland Buffers**

A minimum 25-foot vegetative upland buffer shall be provided adjacent to contiguous preserved wetlands consistent with the approved Development Order and the PUD Ordinance. Buildings with permanent foundations shall be set back 25 feet from the minimum required upland buffer adjacent to contiguous wetlands. The vegetative upland buffer and building setbacks are shown on the MDP map, and shall be shown on the construction plans. In accordance with LDC Section 4.01.06.B.2, accessory uses provided in Section 2.02.04 shall be permitted within the twenty-five foot building setback; specifically, pools and pool enclosures are allowed within the building setback.

An average 25-foot vegetative upland buffer shall be provided adjacent to isolated wetlands consistent with the approved Development Order and the PUD Ordinance. The averaged upland buffer shall not be less than 15 feet in any area and shall achieve an overall greater upland buffer than when applying the non-averaged upland buffer. Buffer areas may be adjusted on construction plans provided the average and minimum upland buffer requirement are met.

Upland buffers provided will be either existing uplands adjacent to wetlands, or may be provided by fill material in the case of impacted wetlands. In the case of buffers provided by fill material where wetlands are impacted, the 'created' upland buffers shall be vegetated by a mixture of suitable native species plant materials. In both cases, the upland buffers will then remain as undisturbed buffers except as may be allowed by the Land Development Code.

Upland buffers and building setback to those upland buffers for all areas labeled as 'Future Development' will be shown on future incremental MDP applications.

When the upland buffer and the Greenway are collocated, the requirements of the upland buffer will prevail.

#### **Landscaping**

Landscaping within the development will follow the requirements of the Land Development Code as modified by the PUD Ordinance. The Master Tree Plan guidelines for the PUD will be implemented, with compliance shown at the time of construction plan submittal.

For the purposes of the Neighborhood Site Plan required for construction plan review, calculation of tree credit requirements will be based on individual lot size.

#### Roadway Buffers

A minimum twenty (20) foot buffer is provided between the residential development and the South Perimeter Loop Road in accordance with PUD Ordinance 2002-46 Section 5.5.9. The buffer is shown on the MDP.

#### **O. PUDs in special districts**

The Town Center South Residential MDP is not located in a special district as defined by Land Development Code Article III.

#### **P. Temporary Uses**

Temporary Construction Trailer and/or Sales Trailer with associated temporary access and parking may be provided for each of the MDP "parcels", with access off the South Perimeter Loop Road. Temporary uses (including but not limited to construction trailers, sales offices, temporary signage, etc) shall be allowed to be placed on site and moved throughout the site as construction progresses in accordance with the LDC and the PUD Ordinance 2002-46 as may be amended. Temporary uses shall be removed within 30 days after the issuance of the final certificate of occupancy for the project.

Other permitted uses: the dirt removed from the stormwater ponds or wetland creation areas may be used on-site as fill for individual home sites, stockpiled anywhere within the boundaries of the site (except in the required buffer or preserved wetland areas) or transported off site. Excavation will be limited to those areas delineated on the construction plans and will be performed only in areas with an approved development permit. Air curtain incinerators or burn sites may also be located within the project boundary. Silvicultural practices may occur in areas of the property where construction has not commenced (except in the upland buffer or preserved wetland areas) in accordance with the Section 7.5 of the PUD.

Model homes, including those with temporary sales centers, may consist of up to ten percent (10%) of the total number of lots within Town Center South Residential as shown on the MDP and as per construction plan approval. Model homes without a sales office may be constructed with approved construction plans but prior to final Plat approval. Model homes with a sales office may be ~~construction-constructed~~ with approved construction plans and as-built drawings, but prior to final Plat approval.

Model Homes may be located in a specifically designated area (i.e. "Model Bank") or may be located within the neighborhood. Model homes will provide parking to accommodate the model home and sales office, if applicable. Parking may be provided in the driveway of the model home or within a temporary parking area that may be located within a tract or platted lot. The parking area shall be stabilized with materials such as mulch, coquina, crushed stone, gravel, concrete, or asphalt, in a manner acceptable to the County Administrator. Model homes, including those with temporary sales centers, may remain within each development area until all

homes within that area are sold. In the case of a "Model Bank", the homes may be used as models until all other homes within Town Center South Residential have received a Certificate of Occupancy.

**Q. Accessory Uses**

Accessory uses shall be in accordance with the Land Development Code and the PUD Ordinance 2002-46 as may be amended. Non-habitable structures for civic, recreational, and passive/ open space development such as gazebos, arbors, viewing platforms, boardwalks, docks, etc., as well as utility infrastructure structures and equipment will be shown on specific development permit plans and will be in compliance with all PUD and LDC requirements: such accessory structures and utility infrastructure improvements are not required to be shown on MDP maps.

**R. Phasing Schedule**

The project will be developed in one phase. Construction and platting may occur in multiple phases in accordance with Land Development Code allowances and requirements. Commencement shall be defined as approval of construction plans. Completion shall be defined as approval of As-Builts of the roads (or vehicular access and parking infrastructure) and drainage facilities.

USE	UNITS	MDP PHASE A 2005-2009
<b>Residential</b>		
<b>Single Family</b>	Lots	382341
<b>Multi-Family</b>	DU	469260
<b>TOTAL</b>		<b>542601</b>
<b>Active Recreation, Amenity &amp; Neighborhood Parks</b>	Acres	4.07.0

**S. Project Impact and Benefits**

There is adequate capacity to serve this project including water, sewer, and roads. Town Center South Residential will be a residential neighborhood as allowed under the Nocatee PUD and Development Order.

Justification for this project is as follows:

1. The property is located within the New Town land use district and the proposed development is consistent with that designation.
2. The impacts from this project have been duly considered in the DRI and the PUD process, and the proposed development is consistent with, and helps to implement, the conditions in the DRI development order.

- 3. The project will not adversely affect the orderly development of St. Johns County as embodied by the LDC and the St. Johns County Comprehensive Plan.
- 4. The proposed development is compatible with the surrounding zoning and comprehensive plan, as well as the overall trend in the area.
- 5. The development of a master planned community with extensive infrastructure and community support results in neighborhoods that are attractive to a range of homebuyers.
- 6. The project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties and will accomplish the objectives, standards and criteria set forth in the Land Development Code.
- 7. The infrastructure, recreational, and community support amenities to serve this project are in place or will be constructed.

**T. Waivers, Variances or Deviations**

Specific waivers to the Land Development Code were requested and approved under the Nocatee PUD Ordinance 2002-46 as may be amended. The Town Center South Residential development may utilize any of the approved waiver allowances listed in that Ordinance, as well as any future allowances allowed by modification of the PUD Ordinance.

**U. Binding all Successors and Assigns entitled to the same conditions of the PUD and MDP.**

The applicant, its successors and assigns, hereby stipulate and agree to proceed with the proposed development in accordance with the PUD Ordinance 2002-46 as adopted by the St. Johns County Board of County Commissioners and as may be amended. The applicant, its successors and assigns also agree to comply with all conditions and safeguards established by the St. Johns County Board of County Commissioners regarding said PUD.

**V. If designated as more than one future land use designation**

The project is located wholly within a single future land use designation: New Town on the St. Johns County 2015 Future Land Use Map.

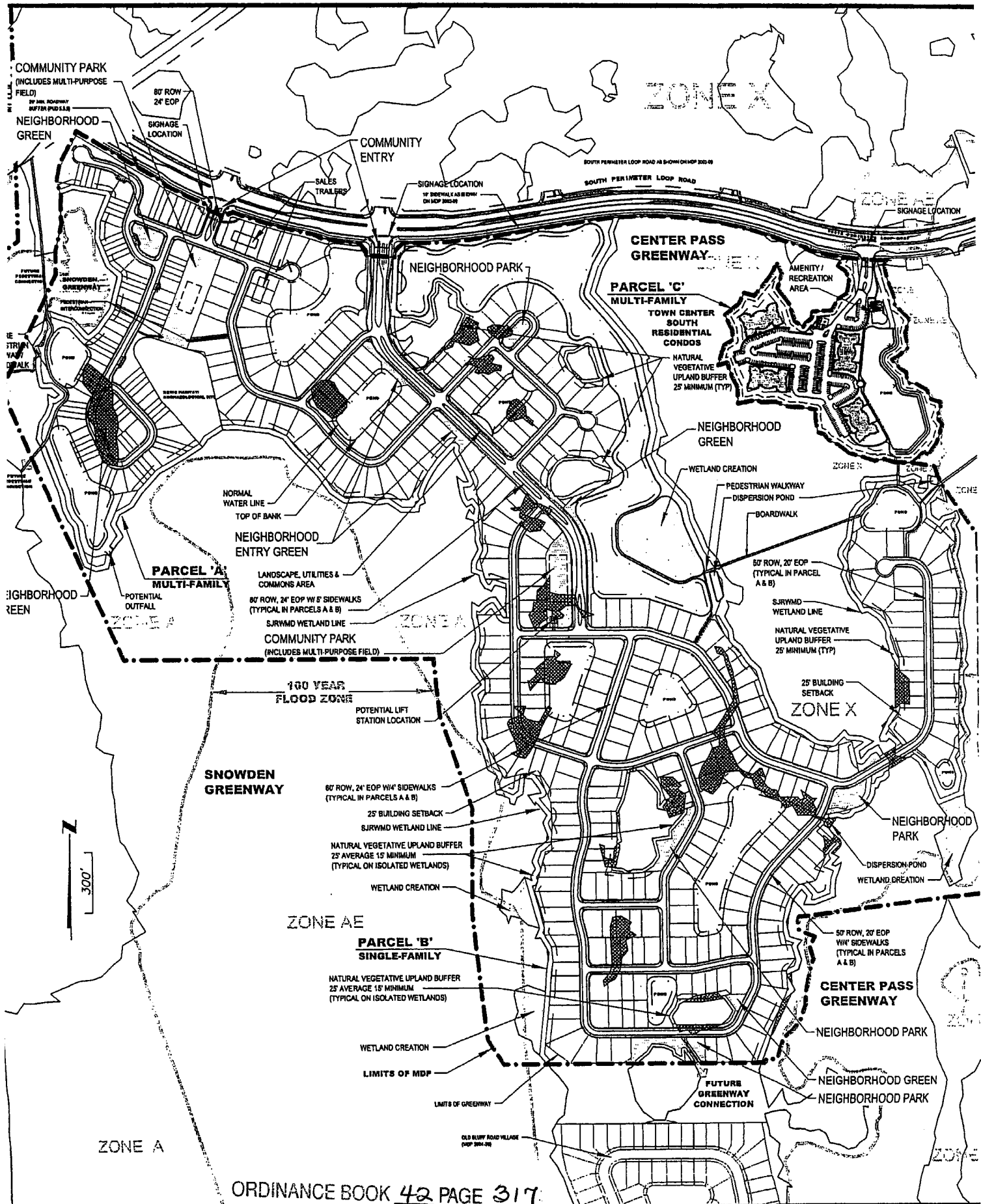


Revised MDP Map









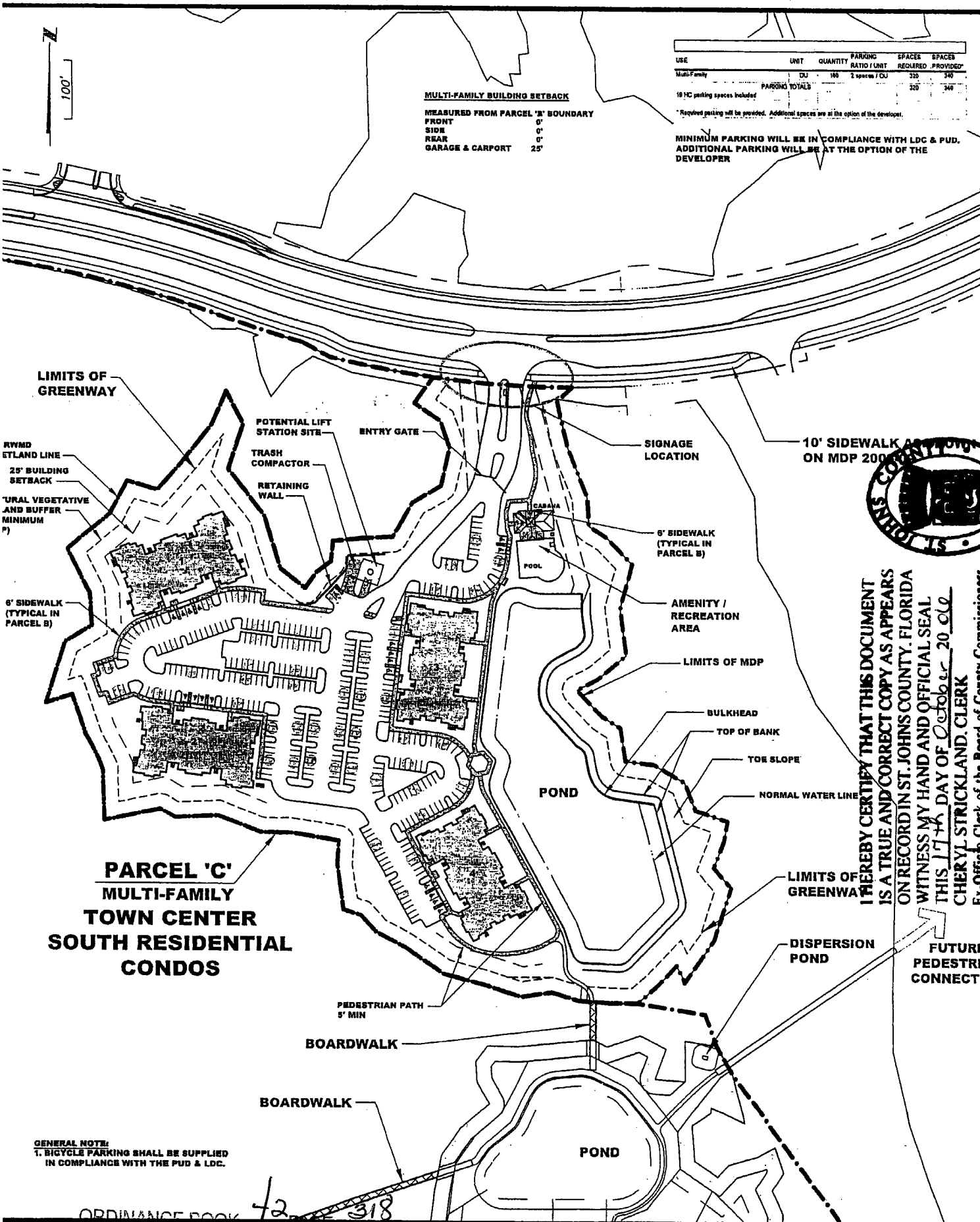
ORDINANCE BOOK 42 PAGE 317

03 OF 04  
 DRAWING NO.

**England-Thimly & Miller, Inc.**  
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS  
 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258  
 CERTIFICATE OF AUTHORIZATION NUMBER: 2584  
 PHONE NUMBER (904) 842-8990 FAX NUMBER (904) 846-9485

**TOWN CENTER SOUTH RESIDENTIAL  
 MASTER DEVELOPMENT PLAN**  
 NOCATEE PUD, PUD 2002-02, ORD 2002-46  
 ST. JOHNS COUNTY, FL

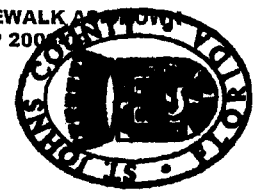
ETM. NO. 08-037-00 02-050-14	REVISIONS: 1. 2nd SUBMITTAL 08/31/05 2. 3rd SUBMITTAL 10/21/05 3. 4th SUBMITTAL 01/11/06 4. MYLAR SUBMITTAL 02/13/06 5. MA-MOD SUBMITTAL 05/24/06
DRAWN BY: AD	DESIGNED BY: SD
CHECKED BY: DS	DATE: Jun 20, 2008



USE	UNIT	QUANTITY	PARKING RATIO / UNIT	SPACES REQUIRED	SPACES PROVIDED
Multi-Family	DU	100	2 spaces / DU	200	240
PARKING TOTALS				200	240

**MULTI-FAMILY BUILDING SETBACK**  
 MEASURED FROM PARCEL 'B' BOUNDARY  
 FRONT 0'  
 SIDE 0'  
 REAR 25'  
 GARAGE & CARPORT 25'

MINIMUM PARKING WILL BE IN COMPLIANCE WITH LDC & PUD. ADDITIONAL PARKING WILL BE AT THE OPTION OF THE DEVELOPER



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 17th DAY OF October 20 00  
 CHERYL STRICKLAND, CLERK  
 Ex-Officio Clerk of the Board of County Commissioners  
 BY: *Lynne King* D.C.

**PARCEL 'C'  
 MULTI-FAMILY  
 TOWN CENTER  
 SOUTH RESIDENTIAL  
 CONDOS**

GENERAL NOTE:  
 1. BICYCLE PARKING SHALL BE SUPPLIED IN COMPLIANCE WITH THE PUD & LDC.

DRAWING NO. 04 OF 04	ORDINANCE BOOK 42 PAGE 318	<b>England-Thims &amp; Miller, Inc.</b> ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE FLORIDA 32258 CERTIFICATE OF AUTHORIZATION NUMBER: 2584 PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485	<b>TOWN CENTER SOUTH RESIDENTIAL                  MASTER DEVELOPMENT PLAN</b> Nocatee PUD, PUD 2002-02, ORD 2002-46 ST. JOHNS COUNTY, FL	ETM. NO. 08-037-00 02-056-44 DRAWN BY: AD DESIGNED BY: SD CHECKED BY: DS DATE: Jun 20, 2006	REVISIONS: 1. 2nd SUBMITTAL 06/31/05 2. 3rd SUBMITTAL 10/21/05 3. 4th SUBMITTAL 01/11/06 4. N.L.A.R. SUBMITTAL 02/13/06 5. M.A.N.C.O SUBMITTAL 05/24
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**FOR RECORDER**

**THIS INSTRUMENT PREPARED BY:**  
Loan Servicing  
Community First Credit Union of Florida  
Post Office Box 41626  
Jacksonville, Fl. 32203

**RECORD AND RETURN TO:**  
Name: Community First Credit Union of Florida  
Address: Post Office Box 41626  
City State Zip: Jacksonville, Fl. 32203

Loan #22304-01

**CORPORATE  
SATISFACTION OF MORTGAGE**

**SATISFACTION** made the **11th day of April 2006** by and between Community First Credit Union of Florida (formerly: Educational Community Credit Union), the owner and holder of a certain mortgage deed executed by **Barbara D. Bishop and Robert B. Dulaney her husband** bearing date of the **8th day of September 2005** recorded the **29th day of September 2005** Official Record Book **2547** Page **1872** in the office of the Clerk of the Circuit Court of **St. Johns County**, Florida, securing that certain note in the principal sum of **One hundred thousand, 00/100 (\$100,000.00)** and certain promises and obligations set forth in said mortgage deed upon the following described and situated in **St. Johns County, Florida** to wit:

**AS DESCRIBED IN SAID MORTGAGE**

**OWNER** hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the same as cancelled, and hereby directs the Clerk of the Court to cancel the same of record.

**IN WITNESS WHEREOF**, the owner and holder has caused this instrument to be executed in its name by **Diane Thorpe, Assistant Mortgage Manager** of **Community First Credit Union of Florida**, and caused its Corporate Seal to be affixed on the date first above written.

*Dianne Dewees*  
Witness Signature

Dianne Dewees  
Witness Printed Signature

*Seletha Kimble*  
Witness Signature

Seletha Kimble  
Witness Printed Signature

Community First Credit Union of Florida  
Formerly: Educational Community Credit Union

*Diane Thorpe*  
BY: Diane Thorpe

ITS: ASSISTANT MORTGAGE MANAGER

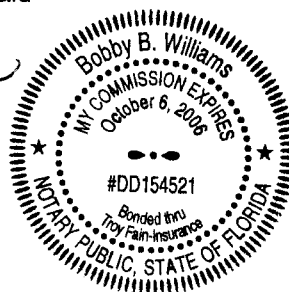
STATE OF FLORIDA  
COUNTY OF DUVAL

The forgoing instrument was acknowledged before me the 11th day of April 2006, by Diane Thorpe, the ASSISTANT MORTGAGE MANAGER of Community First Credit Union of Florida who is PERSONALLY KNOWN to me and who did not take an oath.

Notary Public, State and County Aforesaid

*Bobby B. Williams*  
Notary Signature

Bobby B. Williams  
Notary Printed Signature



This instrument was prepared by and when recorded  
should be returned to:

Cheryl G. Stuart, Esq.  
123 South Calhoun Street  
Tallahassee, Florida 32301

(This space reserved for Clerk)

**SECOND AMENDMENT TO**  
**DECLARATION OF CONSENT TO JURISDICTION OF**  
**TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**  
**AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

The undersigned executed that certain Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments dated February 16, 2006 and recorded in Official Records Book 2647, Page 601 of the public records of St. Johns County, Florida (the "Declaration of Consent"), as amended by First Amendment dated March 16, 2006, recorded in Official Records Book 2674, Page 1290 of the aforesaid records.

The undersigned wishes to execute and record this Second Amendment to correct the legal description of the SONOC Sandy Ridge South Property attached as part of Exhibit A attached to the Declaration of Consent.

**NOW, THEREFORE**, the undersigned, intending that it and its respective successors in interest shall be legally bound, hereby declares, acknowledges and agrees as follows:

1. The SONOC Sandy Ridge South Property described on Exhibit A to the Declaration of Consent is hereby amended to less and except therefrom the parcel of land described on Exhibit A to this Second Amendment. No other parcels described in the Declaration of Consent shall be affected by this Second Amendment.

2. As modified hereby, the Declaration of Consent is ratified and confirmed and is in full force and effect. This Second Amendment shall be considered effective as of the date of the Declaration of Consent.

[Remainder of page intentionally left blank]



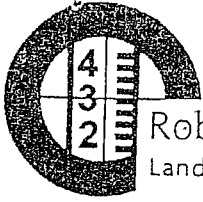


**EXHIBIT A**

See attached legal description.

MIA-FS\1\1765406v01\2/14/06\66449.010100





Robert M. Angas Associates, Inc.  
Land Surveyors, Planners and Civil Engineers  
Since 1924

14775 St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

April 18, 2006

Work Order No. 06-109.00  
Nocatee

### Nocatee 10 Acre Affordable Housing Site

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1462, page 678 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of said Section 2, thence North  $00^{\circ}39'22''$  West, along the Easterly line of said Section 2, a distance of 1877.10 feet to a point lying on the Northwesterly right of way line of County Road 210 (Palm Valley Road), a 100 foot right of way as now established; thence South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line, 1216.04 feet to the Point of Beginning.

From said Point of Beginning, thence continue South  $55^{\circ}22'18''$  West, along said Northwesterly right of way line of County Road 210, a distance of 553.35 feet to a point of curvature of a curve concave Northwesterly, having a radius of 809.92 feet; thence Southwesterly, continuing along said Northwesterly right of way line, and along the arc of said curve, through a central angle of  $14^{\circ}42'04''$ , an arc length of 207.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ}43'20''$  West, 207.24 feet; thence North  $71^{\circ}15'04''$  West, departing said Northwesterly right of way line, 90.07 feet; thence North  $83^{\circ}00'32''$  West, 38.65 feet; thence South  $46^{\circ}43'30''$  West, 25.21 feet; thence South  $12^{\circ}20'18''$  West, 20.26 feet; thence North  $79^{\circ}26'14''$  West, 88.21 feet; thence North  $30^{\circ}04'29''$  West, 36.48 feet; thence North  $38^{\circ}59'05''$  East, 41.17 feet; thence North  $10^{\circ}06'00''$  East, 68.81 feet; thence North  $08^{\circ}40'15''$  East, 58.64 feet; thence North  $38^{\circ}11'08''$  West, 16.74 feet; thence North  $21^{\circ}22'34''$  East, 90.37 feet; thence North  $05^{\circ}22'03''$  West, 29.72 feet; thence North  $48^{\circ}12'35''$  East, 44.11 feet; thence North  $23^{\circ}04'55''$  West, 33.84 feet; thence North  $09^{\circ}01'00''$  West, 24.12 feet; thence North  $38^{\circ}48'06''$  East, 469.15 feet; thence North  $12^{\circ}24'00''$  East, 144.97 feet; thence North  $59^{\circ}17'33''$  East, 23.80 feet; thence North  $34^{\circ}28'41''$  East, 60.63 feet; thence South  $83^{\circ}02'14''$  East, 109.35 feet; thence South  $23^{\circ}04'24''$  East, 47.30 feet; thence South  $25^{\circ}55'41''$  East, 42.44 feet; thence South  $62^{\circ}43'14''$  West, 23.59 feet; thence North  $78^{\circ}19'15''$  West, 50.09 feet; thence South  $03^{\circ}21'18''$  East, 63.67 feet; thence South  $52^{\circ}18'58''$  East, 29.32 feet; thence South  $34^{\circ}35'25''$  East, 81.62 feet; thence South  $00^{\circ}36'43''$  West, 69.17 feet; thence North  $34^{\circ}11'06''$  East, 46.10 feet; thence South  $05^{\circ}58'27''$  East, 81.16 feet; thence North  $72^{\circ}08'17''$  East, 31.93 feet; thence South  $08^{\circ}43'27''$  West, 25.14 feet; thence South  $17^{\circ}10'07''$  East, 62.85 feet; thence North  $32^{\circ}41'39''$  East, 53.72 feet; thence South  $71^{\circ}25'38''$  East, 38.04 feet; thence South  $64^{\circ}44'57''$  East, 64.41 feet; thence South  $02^{\circ}46'22''$  West, 43.32 feet; thence South  $41^{\circ}49'35''$  East, 49.46 feet; thence South  $34^{\circ}37'42''$  East, 82.09 feet to the Point of Beginning.

9

This instrument was prepared by and when recorded  
should be returned to:

ROBERT C. GANG, ESQ.  
Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

(This space reserved for Clerk)

**FIRST AMENDMENT TO**  
**DECLARATION OF CONSENT TO JURISDICTION OF**  
**TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**  
**AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

The undersigned executed that certain Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments dated February 16, 2006 and recorded in Official Records Book 2647, Page 601 of the public records of St. Johns County, Florida (the "Declaration of Consent").

The undersigned wishes to execute and record this Amendment to correct the legal description of the SONOC Town Center South Property attached as the first parcel on Exhibit A to the Declaration of Consent.

**NOW, THEREFORE**, the undersigned, intending that it and its respective successors in interest shall be legally bound, hereby declares, acknowledges and agrees as follows:

1. The first parcel of land described on Exhibit A to the Declaration of Consent as the SONOC Town Center South Property is hereby deleted and replaced with the parcel of land described on Exhibit A to this Amendment. All other parcels described on Exhibit A to the Declaration of Consent shall not be affected by this Amendment.

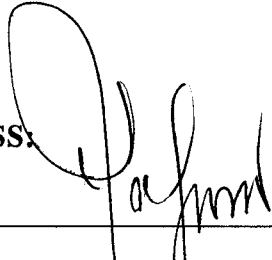
2. As modified hereby, the Declaration of Consent is ratified and confirmed and is in full force and effect. This Amendment shall be considered effective as of the date of the Declaration of Consent.

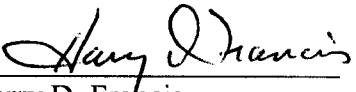
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[SIGNATURE PAGE FOR DECLARATION OF CONSENT TO JURISDICTION OF TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS]

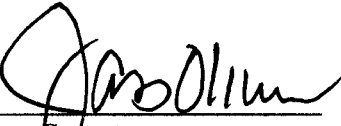
Dated this 16<sup>th</sup> day of March, 2006.


**SONOC COMPANY, LLC,**  
a Delaware limited liability company

**WITNESS:**   
\_\_\_\_\_  
Print Name: LORI A. GODDARD

By:   
\_\_\_\_\_  
Harry D. Francis  
Vice President

Acknowledged and Agreed to by:

**ATTEST:**  
By:   
\_\_\_\_\_  
Secretary

**TOLOMATO COMMUNITY  
DEVELOPMENT DISTRICT**  
By:   
\_\_\_\_\_  
Richard T. Ray  
Chairman

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Harry D. Francis known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of SONOC Company, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Landowner, and delivered the said instrument as the free and voluntary act of said Landowner and as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 16 day of MARCH, 2006.



NOTARY PUBLIC, STATE OF FLORIDA

LORI A. GODDARD

(Name of Notary Public, Print, Stamp or Type as COUNCILED)

- Personally known to me, or
- Produced identification:

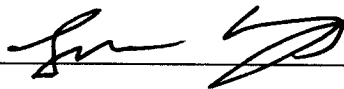
(Type of Identification Produced)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ~~DUVAL~~ *St. Johns* )

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Richard T. Ray, Chairman of Tolomato Community Development District (the "District"), known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said District, and delivered the said instrument as the free and voluntary act of said District and as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 16<sup>th</sup> day of March, 2006.

NOTARY PUBLIC, STATE OF FLORIDA



(Name of Notary Public, Print, Stamp or Type as Commissioned)

- Personally known to me, or  
 Produced identification:

(Type of Identification Produced)



**EXHIBIT A**

See attached legal description.

MIA-FS1\1765406v01\2\14\06\66449.010100

## SONOC TOWN CENTER SOUTH PROPERTY

Revised February 23, 2006  
 January 26, 2006  
 Page 1 of 4

Work Order No. 06-024.00  
 Nocatee

### Nocatee/Parc Group TownCenter South

A portion of Section 31, Township 4 South, Range 29 East, together with a portion of Section 6, Township 5 South, Range 29 East, both lying in St. Johns County, Florida, also being a portion of Tract "H" of those lands described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 6; thence South  $01^{\circ} 10' 10''$  East, along the Westerly line of said Section 6, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as now established; thence North  $55^{\circ} 22' 18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ} 19' 25''$  East, continuing along said Southeasterly right of way line, 593.13 feet to a point lying on the Southerly right of way line of South Perimeter Road, a variable width right of way as described and recorded in Official Records Book 2565, page 1074 of said public records, said point also being a point on a curve concave Southwesterly, having a radius of 806.00 feet; thence Southeasterly, departing said Southeasterly right of way line, along said Southerly right of way line and along the arc of said curve, through a central angle of  $01^{\circ} 28' 00''$ , an arc length of 20.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $60^{\circ} 38' 09''$  East, 20.63 feet.

From said Point of Beginning, thence Southeasterly, along said Southerly right of way line of South Perimeter Road the following three courses: Course 1, thence Southeasterly, along the arc of said curve concave Southwesterly, having a radius of 806.00 feet, through a central angle of  $01^{\circ} 29' 02''$ , an arc length of 20.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 09' 37''$  East, 20.87 feet; Course 2, thence South  $58^{\circ} 25' 07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2625.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $02^{\circ} 54' 25''$ , an arc length of 133.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 52' 19''$  East, 133.17 feet; thence South  $48^{\circ} 00' 37''$  East, departing said Southerly right of way line, 50.14 feet to a point on a curve concave Northeasterly, having a radius of 2637.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 42' 04''$ , an arc length of 216.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $64^{\circ} 44' 10''$  East, 216.31 feet; thence South  $22^{\circ} 49' 47''$  East, 32.80 feet; thence South  $68^{\circ} 27' 16''$  East, 80.00 feet; thence North  $65^{\circ} 55' 05''$  East, 50.04 feet to a point on a curve concave Northerly, having a radius of 2625.00 feet, said point lying on said Southerly right of way line of South Perimeter Road; thence Southeasterly and Southwesterly, along said Southerly right of way line, the following six courses: Course 1, thence Southeasterly, along the arc of said curve, through a central angle of  $09^{\circ} 03' 33''$ , an arc length of 415.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $74^{\circ} 37' 16''$  East, 414.61 feet; Course 2, thence South  $66^{\circ} 33' 25''$  East, 52.73 feet to a point on a curve concave Northerly, having a radius of 2637.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 11' 13''$ , an arc length of 192.70 feet to a point on said curve, said

## SONOC TOWN CENTER SOUTH PROPERTY

February 23, 2006  
Page 2 of 4

Work Order No. 06-024.00  
Nocatee

### Nocatee/Parc Group TownCenter South

arc being subtended by a chord bearing and distance of South 82° 21' 45" East, 192.66 feet; Course 4, thence South 40° 50' 28" East, 50.36 feet; Course 5, thence South 03° 09' 14" West, 23.93 feet; Course 6, thence South 86° 50' 46" East, 150.00 feet; thence South 68° 19' 01" East, departing said Southerly right of way line, 21.29 feet to a point on a curve concave Easterly, having a radius of 100.00 feet; thence Southerly, along the arc of said curve, through a central angle of 18° 31' 45", an arc length of 32.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12° 25' 07" West, 32.20 feet; thence South 03° 09' 14" West, 200.09 feet to the point of curvature of a curve concave Northeasterly, having a radius of 50.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 90° 00' 00", an arc length of 78.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 41° 50' 46" East, 70.71 feet; thence South 03° 09' 14" West, 11.29 feet; thence South 86° 50' 46" East, 28.97 feet; thence South 74° 59' 05" East, 50.72 feet; thence South 67° 59' 16" East, 44.05 feet; thence North 41° 14' 40" East, 37.14 feet; thence North 08° 31' 21" West, 53.49 feet; thence North 09° 15' 50" West, 52.57 feet; thence North 39° 07' 43" East, 37.96 feet; thence North 02° 52' 18" East, 40.49 feet to the point of curvature of a curve concave Southeasterly, having a radius of 15.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 121° 33' 58", an arc length of 31.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63° 39' 18" East, 26.18 feet; thence South 55° 33' 43" East, 103.39 feet; thence South 00° 46' 17" West, 64.66 feet; thence South 48° 25' 03" East, 58.14 feet; thence South 67° 41' 41" East, 44.07 feet; thence North 02° 24' 14" East, 23.14 feet to a point on a curve concave Northwesterly, having a radius of 60.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 57° 30' 16", an arc length of 60.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63° 39' 06" East, 57.72 feet; thence North 34° 53' 58" East, 43.04 feet to the point of curvature of a curve concave Southerly, having a radius of 215.00 feet; thence Easterly, along the arc of said curve, through a central angle of 98° 55' 13", an arc length of 371.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 84° 21' 34" East, 326.78 feet; thence South 46° 10' 49" East, 10.00 feet to the point of curvature of curve concave Southwesterly, having a radius of 215.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 51° 42' 10", an arc length of 194.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 20° 19' 44" East, 187.50 feet; thence Southeasterly, along the arc of a curve concave Northeasterly, having a radius of 50.00 feet, through a central angle of 54° 38' 26", an arc length of 47.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 21° 47' 52" East, 45.90 feet; thence South 40° 52' 55" West, 56.47 feet; thence North 87° 33' 04" East, 90.39 feet; thence North 60° 55' 21" East, 36.35 feet; thence South 53° 09' 54" East, 21.80 feet; thence South 15° 18' 05" East, 148.49 feet; thence South 35° 47' 44" East, 28.40 feet; thence South 04° 03' 59" West, 50.25 feet; thence North 43° 49' 11" East, 42.65 feet to a point on a curve concave Northeasterly, having a radius of 50.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 42° 09' 09", an arc length of 36.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24° 33' 34" East, 35.96 feet; thence South 45° 38' 09" East, 19.93 feet to the point of curvature of a curve concave Southwesterly, having a radius of 100.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 33° 39' 24", an arc length of 58.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28° 48' 27" East, 57.90 feet; thence South 11° 58' 45"



## SONOC TOWN CENTER SOUTH PROPERTY

February 23, 2006  
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Work Order No. 06-024.00  
Nocatee

### Nocatee/Parc Group TownCenter South

East, 132.01 feet to the point of curvature of a curve concave Westerly, having a radius of 100.00 feet; thence Southerly, along the arc of said curve, through a central angle of  $52^{\circ} 17' 58''$ , an arc length of 91.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $14^{\circ} 10' 14''$  West, 88.14 feet; thence South  $40^{\circ} 19' 13''$  West, 53.69 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $38^{\circ} 13' 17''$ , an arc length of 33.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ} 12' 35''$  West, 32.74 feet; thence North  $87^{\circ} 54' 04''$  West, 59.51 feet; thence South  $40^{\circ} 45' 26''$  East, 91.39 feet; thence South  $10^{\circ} 43' 44''$  West, 62.42 feet; thence South  $69^{\circ} 22' 07''$  West, 195.29 feet; thence South  $42^{\circ} 25' 36''$  East, 35.61 feet to a point on a curve concave Easterly, having a radius of 60.00 feet; thence Southerly, along the arc of said curve, through a central angle of  $82^{\circ} 56' 53''$ , an arc length of 86.86 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $06^{\circ} 05' 57''$  West, 79.47 feet; thence Southeasterly, along the arc of a curve concave Southwesterly, having a radius of 365.00 feet, through a central angle of  $35^{\circ} 22' 29''$ , an arc length of 225.35 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $17^{\circ} 41' 15''$  East, 221.79 feet; thence Due South, 141.57 feet to the point of curvature of a curve concave Northeasterly, having a radius of 60.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of  $90^{\circ} 00' 00''$ , an arc length of 94.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $45^{\circ} 00' 00''$  East, 84.85 feet; thence Due East, 200.57 feet to the point of curvature of a curve concave Southerly, having a radius of 75.00 feet; thence Easterly, along the arc of said curve, through a central angle of  $18^{\circ} 49' 07''$ , an arc length of 24.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $80^{\circ} 35' 27''$  East, 24.52 feet; thence South  $71^{\circ} 10' 53''$  East, 266.56 feet to the point of curvature of a curve concave Northwesterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of  $75^{\circ} 47' 34''$ , an arc length of 66.14 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ} 55' 20''$  East, 61.42 feet; thence South  $56^{\circ} 58' 27''$  East, 33.06 feet; thence South  $81^{\circ} 12' 03''$  East, 49.90 feet; thence North  $24^{\circ} 50' 57''$  East, 55.36 feet; thence North  $22^{\circ} 44' 51''$  West, 33.53 feet; thence South  $71^{\circ} 40' 55''$  East, 69.28 feet; thence North  $34^{\circ} 04' 01''$  East, 31.69 feet; thence North  $00^{\circ} 28' 39''$  East, 63.85 feet; thence North  $68^{\circ} 33' 01''$  West, 60.70 feet; thence North  $41^{\circ} 19' 39''$  West, 43.29 feet; thence North  $24^{\circ} 43' 11''$  West, 97.23 feet; thence North  $69^{\circ} 03' 37''$  East, 625.80 feet; thence North  $39^{\circ} 37' 00''$  East, 348.62 feet; thence North  $81^{\circ} 57' 07''$  East, 53.21 feet; thence South  $72^{\circ} 58' 08''$  East, 48.24 feet; thence South  $86^{\circ} 27' 36''$  East, 49.88 feet; thence South  $89^{\circ} 00' 40''$  East, 47.97 feet; thence South  $80^{\circ} 50' 00''$  East, 115.40 feet; thence South  $20^{\circ} 39' 11''$  East, 55.30 feet; thence South  $30^{\circ} 10' 28''$  East, 51.75 feet; thence South  $35^{\circ} 41' 39''$  East, 305.85 feet; thence Due South, 1821.21 feet to a point lying on the Northerly line of Greenway Mitigation Parcel B, as described and recorded in Official Records Book 2629, page 721 of said public records; thence South  $84^{\circ} 03' 05''$  West, along said Northerly line, 180.00 feet; thence South  $83^{\circ} 05' 14''$  West, continuing along said Northerly line, 785.45 feet to the Northwest corner thereof; thence Southerly and Westerly, along the Westerly line of said Greenway Mitigation Parcel B the following sixteen courses: Course 1, thence South  $15^{\circ} 40' 33''$  West, 23.34 feet; Course 2, thence South  $07^{\circ} 06' 36''$  East, 45.71 feet; Course 3, thence South  $65^{\circ} 33' 03''$  East, 85.95 feet; Course 4, thence South  $28^{\circ} 10' 59''$  West, 57.24 feet; Course 5, thence South  $16^{\circ} 41' 22''$  East, 64.10 feet; Course 6, thence South  $16^{\circ} 46' 12''$  West, 71.73 feet; Course 7, thence South  $09^{\circ} 50' 32''$  West, 52.93 feet;

## SONOC TOWN CENTER SOUTH PROPERTY

February 23, 2006  
Page 4 of 4

Work Order No. 06-024.00  
Nocatee

### Nocatee/Parc Group TownCenter South

Course 8, thence South 12° 41' 37" West, 40.09 feet; Course 9, thence South 04° 51' 09" West, 76.94 feet; Course 10, thence South 19° 08' 38" West, 83.67 feet; Course 11, thence South 36° 55' 32" West, 61.46 feet; Course 12, thence South 49° 50' 36" West, 50.69 feet; Course 13, thence South 55° 10' 47" West, 11.63 feet; Course 14, thence South 17° 37' 04" West, 111.97 feet; Course 15, thence Due West, 52.46 feet; Course 16, thence South 30° 04' 50" West, 20.00 feet; thence Due West, departing said Westerly line, 1323.93 feet to a point lying on the Easterly line of Greenway Mitigation Parcel A, as described and recorded in said Official Records Book 2629, page 721; thence Northerly, along said Easterly line the following four courses: Course 1, thence North 33° 18' 38" West, 150.00 feet; Course 2, thence North 06° 00' 32" West, 642.29 feet; Course 3, thence North 00° 53' 43" East, 537.97 feet; Course 4, thence North 18° 26' 06" West, 504.99 feet; thence North 05° 16' 11" West, along said Easterly line and its Northerly prolongation, 802.08 feet; thence North 64° 32' 25" West, 1051.09 feet; thence South 43° 55' 49" West, 815.40 feet; thence Due West, 170.57 feet; thence North 24° 07' 42" West, 673.56 feet; thence North 40° 37' 54" East, 135.69 feet to a point on a curve concave Easterly, having a radius of 50.00 feet; thence Northerly, along the arc of said curve, through a central angle of 40° 55' 04", an arc length of 35.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00° 34' 51" West, 34.95 feet; thence North 19° 52' 41" East, 117.81 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 21° 54' 56", an arc length of 19.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 30° 50' 09" East, 19.01 feet; thence North 41° 47' 36" East, 52.69 feet to the point of curvature of a curve concave Westerly, having a radius of 48.00 feet; thence Northerly, along the arc of said curve, through a central angle of 93° 14' 28", an arc length of 78.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 04° 49' 38" West, 69.77 feet; thence North 51° 26' 51" West, 42.33 feet to the point of curvature of a curve concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 36° 46' 23", an arc length of 64.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33° 03' 40" West, 63.09 feet; thence North 14° 40' 29" West, 53.19 feet to the point of curvature of a curve concave Easterly, having a radius of 167.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 59° 55' 22", an arc length of 174.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 15° 17' 12" East, 166.80 feet; thence North 00° 12' 03" West, 394.15 feet; thence North 13° 42' 35" East, 150.59 feet; thence North 11° 42' 16" West, 20.45 feet; thence North 00° 16' 08" West, 86.70 feet; thence North 07° 31' 28" East, 24.73 feet; thence North 17° 00' 58" West, 77.34 feet; thence North 10° 23' 32" East, 94.96 feet; thence North 28° 35' 56" East, 189.19 feet to the Point of Beginning.

1  
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L.A. Enu

This instrument was prepared by and when recorded should be returned to:

ROBERT C. GANG, ESQ.  
Greenberg Traurig, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

(This space reserved for Clerk)

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

The undersigned, as the owner of 100% of the developable land (the "Land") described in Exhibit A attached hereto and made a part hereof (the "Landowner"), intending that it and its respective successors in interest shall be legally bound by this Declaration, hereby declare, acknowledge and agree as follows:

1. Tolomato Community Development District (the "District") is, and has been at all times on and after July 29, 2004, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Florida Land and Water Adjudicatory Commission (the "Commission") relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Rule 42SS-1 (the "Rule"), effective as of July 29, 2004, was duly and properly adopted by the Commission in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their respective capacities and had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from July 29, 2004, to and including the date of this Declaration.

2. The Landowner, its respective heirs, successors and assigns hereby consents to the imposition of special assessments by the District upon the Land, and upon the undertaking by the District of all proceedings with respect thereto in accordance with applicable Florida law, agrees and acknowledges that the special assessments will be legal, valid and binding first liens upon the property against which such assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, its respective heirs, successors and assigns hereby waives the right granted in Chapter 170.09, Florida Statutes, to prepay the special assessments without interest within thirty (30) days after the improvements are completed, in consideration of rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the special

assessments.

4. This Declaration shall represent a lien of record for purposes of Chapter 197, Florida Statutes, including, without limitation, Section 197.573, Florida Statutes. Other information regarding the special assessments is available from Governmental Management Services, the District Manager, at 14785-4 St. Augustine Road, Jacksonville, Florida 32258.

5. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

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

[Remainder of page intentionally left blank]

**[SIGNATURE PAGE FOR DECLARATION OF CONSENT TO JURISDICTION OF TOLOMATO  
COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS]**

Dated this 16<sup>th</sup> day of February, 2006.

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

**WITNESS:**

*Cerecedo*

Print Name: Vivian C. Cerecedo

By: *Harry D. Francis*  
Harry D. Francis  
Vice President

Acknowledged and Agreed to by:

**ATTEST:**

By: *James A. Perry*  
James A. Perry  
Secretary

**TOLOMATO COMMUNITY  
DEVELOPMENT DISTRICT**

By: *Richard T. Ray*  
Richard T. Ray  
Chairman

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Harry D. Francis known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of SONOC Company, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Landowner, and delivered the said instrument as the free and voluntary act of said Landowner and as his own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 16<sup>th</sup> day of February, 2006.

NOTARY PUBLIC, STATE OF FLORIDA

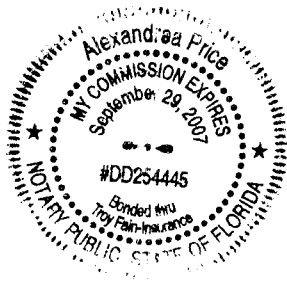
*Alexandra Price*

(Name of Notary Public, Print, Stamp or Type as COUNCILED)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)


- DID take an oath, or
- DID NOT take an oath.



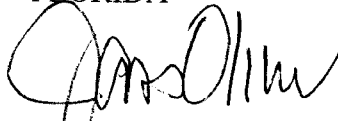
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Richard T. Ray and James A. Perry, Chairman and Secretary respectively of Tolomato Community Development District (the "District"), known to me to be the same persons whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said District, and delivered the said instrument as the free and voluntary act of said District and as their own free and voluntary act, for the uses and purposes therein set forth.

WITNESS my hand and affixed my notarial seal in the County and State last aforesaid this 16<sup>th</sup> day of February, 2006.

NOTARY PUBLIC-STATE OF FLORIDA  
 **James C. Oliver, Jr.**  
Commission # DD435288  
Expires: MAY 30, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC, STATE OF FLORIDA



(Name of Notary Public, Print, Stamp or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath.

## EXHIBIT A

## SONOC TOWN CENTER SOUTH PROPERTY

Revised February 6, 2006  
 January 26, 2006  
 Page 1 of 4

Work Order No. 06-024.00  
 Nocatee

**Nocatee/Parc Group TownCenter South**

A portion of Section 31, Township 4 South, Range 29 East, together with a portion of Section 6, Township 5 South, Range 29 East, both lying in St. Johns County, Florida, also being a portion of Tract "H" of those lands described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 6; thence South  $01^{\circ} 10' 10''$  East, along the Westerly line of said Section 6, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as now established; thence North  $55^{\circ} 22' 18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ} 19' 25''$  East, continuing along said Southeasterly right of way line, 593.13 feet to a point lying on the Southerly right of way line of Crosswater Parkway South, a variable width right of way as described and recorded in Official Records Book 2565, page 1074 of said public records, said point also being a point on a curve concave Southwesterly, having a radius of 806.00 feet; thence Southeasterly, departing said Southeasterly right of way line, along said Southerly right of way line and along the arc of said curve, through a central angle of  $01^{\circ} 28' 00''$ , an arc length of 20.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $60^{\circ} 38' 09''$  East, 20.63 feet.

From said Point of Beginning, thence Southeasterly, along said Southerly right of way line of Crosswater Parkway South the following three courses: Course 1, thence Southeasterly, along the arc of said curve concave Southwesterly, having a radius of 806.00 feet, through a central angle of  $01^{\circ} 29' 02''$ , an arc length of 20.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 09' 37''$  East, 20.87 feet; Course 2, thence South  $58^{\circ} 25' 07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2625.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $02^{\circ} 54' 25''$ , an arc length of 133.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 52' 19''$  East, 133.17 feet; thence South  $48^{\circ} 00' 37''$  East, departing said Southerly right of way line, 50.14 feet to a point on a curve concave Northeasterly, having a radius of 2637.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 42' 04''$ , an arc length of 216.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $64^{\circ} 44' 10''$  East, 216.31 feet; thence South  $22^{\circ} 49' 47''$  East, 32.80 feet; thence South  $68^{\circ} 27' 16''$  East, 80.00 feet; thence North  $65^{\circ} 55' 05''$  East, 50.04 feet to a point on a curve concave Northerly, having a radius of 2625.00 feet, said point lying on said Southerly right of way line of Crosswater Parkway South; thence Southeasterly and Southwesterly, along said Southerly right of way line, the following six courses: Course 1, thence Southeasterly, along the arc of said curve, through a central angle of  $09^{\circ} 03' 33''$ , an arc length of 415.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $74^{\circ} 37' 16''$  East, 414.61 feet; Course 2, thence South  $66^{\circ} 33' 25''$  East, 52.73 feet to a point on a curve concave Northerly, having a radius of 2637.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 11' 13''$ , an arc length of 192.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $82^{\circ} 21' 45''$  East, 192.66 feet; Course 4, thence South  $40^{\circ} 50' 28''$  East,



## SONOC TOWN CENTER SOUTH PROPERTY

February 6, 2006  
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Work Order No. 06-024.00  
Nocatee

## Nocatee/Parc Group TownCenter South

50.36 feet; Course 5, thence South 03° 09' 14" West, 23.93 feet; Course 6, thence South 86° 50' 46" East, 150.00 feet; thence South 68° 19' 01" East, departing said Southerly right of way line, 21.29 feet to a point on a curve concave Easterly, having a radius of 100.00 feet; thence Southerly, along the arc of said curve, through a central angle of 18° 31' 45", an arc length of 32.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12° 25' 07" West, 32.20 feet; thence South 03° 09' 14" West, 200.09 feet to the point of curvature of a curve concave Northeasterly, having a radius of 50.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 90° 00' 00", an arc length of 78.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 41° 50' 46" East, 70.71 feet; thence South 03° 09' 14" West, 11.29 feet; thence South 86° 50' 46" East, 28.97 feet; thence South 74° 59' 05" East, 50.72 feet; thence South 67° 59' 16" East, 44.05 feet; thence North 41° 14' 40" East, 37.14 feet; thence North 08° 31' 21" West, 53.49 feet; thence North 09° 15' 50" West, 52.57 feet; thence North 39° 07' 43" East, 37.96 feet; thence North 02° 52' 18" East, 40.49 feet to the point of curvature of a curve concave Southeasterly, having a radius of 15.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 121° 33' 58", an arc length of 31.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63° 39' 18" East, 26.18 feet; thence South 55° 33' 43" East, 103.39 feet; thence South 00° 46' 17" West, 64.66 feet; thence South 48° 25' 03" East, 58.14 feet; thence South 67° 41' 41" East, 44.07 feet; thence North 02° 24' 14" East, 23.14 feet to a point on a curve concave Northwesterly, having a radius of 60.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 57° 30' 16", an arc length of 60.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63° 39' 06" East, 57.72 feet; thence North 34° 53' 58" East, 43.04 feet to the point of curvature of a curve concave Southerly, having a radius of 215.00 feet; thence Easterly, along the arc of said curve, through a central angle of 98° 55' 13", an arc length of 371.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 84° 21' 34" East, 326.78 feet; thence South 46° 10' 49" East, 10.00 feet to the point of curvature of curve concave Southwesterly, having a radius of 215.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 51° 42' 10", an arc length of 194.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 20° 19' 44" East, 187.50 feet; thence Southeasterly, along the arc of a curve concave Northeasterly, having a radius of 50.00 feet, through a central angle of 54° 38' 26", an arc length of 47.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 21° 47' 52" East, 45.90 feet; thence South 40° 52' 55" West, 56.47 feet; thence North 87° 33' 04" East, 90.39 feet; thence North 60° 55' 21" East, 36.35 feet; thence South 53° 09' 54" East, 21.80 feet; thence South 15° 18' 05" East, 148.49 feet; thence South 35° 47' 44" East, 28.40 feet; thence South 04° 03' 59" West, 50.25 feet; thence North 43° 49' 11" East, 42.65 feet to a point on a curve concave Northeasterly, having a radius of 50.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 42° 09' 09", an arc length of 36.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24° 33' 34" East, 35.96 feet; thence South 45° 38' 09" East, 19.93 feet to the point of curvature of a curve concave Southwesterly, having a radius of 100.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 33° 39' 24", an arc length of 58.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28° 48' 27" East, 57.90 feet; thence South 11° 58' 45" East, 132.01 feet to the point of curvature of a curve concave Westerly, having a radius of 100.00 feet; thence Southerly, along the arc of said curve, through a central angle of 52° 17' 58", an arc length of 91.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 14° 10' 14" West, 88.14 feet; thence South 40° 19' 13" West, 53.69 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Southwesterly, along the arc of said curve,

## SONOC TOWN CENTER SOUTH PROPERTY

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Nocatee

## Nocatee/Parc Group TownCenter South

through a central angle of  $38^{\circ} 13' 17''$ , an arc length of 33.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ} 12' 35''$  West, 32.74 feet; thence North  $87^{\circ} 54' 04''$  West, 59.51 feet; thence South  $40^{\circ} 45' 26''$  East, 91.39 feet; thence South  $10^{\circ} 43' 44''$  West, 62.42 feet; thence South  $69^{\circ} 22' 07''$  West, 195.29 feet; thence South  $42^{\circ} 25' 36''$  East, 35.61 feet to a point on a curve concave Easterly, having a radius of 60.00 feet; thence Southerly, along the arc of said curve, through a central angle of  $82^{\circ} 56' 53''$ , an arc length of 86.86 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $06^{\circ} 05' 57''$  West, 79.47 feet; thence Southeasterly, along the arc of a curve concave Southwesterly, having a radius of 365.00 feet, through a central angle of  $35^{\circ} 22' 29''$ , an arc length of 225.35 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $17^{\circ} 41' 15''$  East, 221.79 feet; thence Due South, 141.57 feet to the point of curvature of a curve concave Northeasterly, having a radius of 60.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of  $90^{\circ} 00' 00''$ , an arc length of 94.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $45^{\circ} 00' 00''$  East, 84.85 feet; thence Due East, 200.57 feet to the point of curvature of a curve concave Southerly, having a radius of 75.00 feet; thence Easterly, along the arc of said curve, through a central angle of  $18^{\circ} 49' 07''$ , an arc length of 24.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $80^{\circ} 35' 27''$  East, 24.52 feet; thence South  $71^{\circ} 10' 53''$  East, 266.56 feet to the point of curvature of a curve concave Northwesterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of  $75^{\circ} 47' 34''$ , an arc length of 66.14 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $70^{\circ} 55' 20''$  East, 61.42 feet; thence South  $56^{\circ} 58' 27''$  East, 33.06 feet; thence South  $81^{\circ} 12' 03''$  East, 49.90 feet; thence North  $24^{\circ} 50' 57''$  East, 55.36 feet; thence North  $22^{\circ} 44' 51''$  West, 33.53 feet; thence South  $71^{\circ} 40' 55''$  East, 69.28 feet; thence North  $34^{\circ} 04' 01''$  East, 31.69 feet; thence North  $00^{\circ} 28' 39''$  East, 63.85 feet; thence North  $68^{\circ} 33' 01''$  West, 60.70 feet; thence North  $41^{\circ} 19' 39''$  West, 43.29 feet; thence North  $24^{\circ} 43' 11''$  West, 97.23 feet; thence North  $69^{\circ} 03' 37''$  East, 625.80 feet; thence North  $39^{\circ} 37' 00''$  East, 348.62 feet; thence North  $81^{\circ} 57' 07''$  East, 53.21 feet; thence South  $72^{\circ} 58' 08''$  East, 48.24 feet; thence South  $86^{\circ} 27' 36''$  East, 49.88 feet; thence South  $89^{\circ} 00' 40''$  East, 47.97 feet; thence South  $80^{\circ} 50' 00''$  East, 115.40 feet; thence South  $20^{\circ} 39' 11''$  East, 55.30 feet; thence South  $30^{\circ} 10' 28''$  East, 51.75 feet; thence South  $35^{\circ} 41' 39''$  East, 305.85 feet; thence Due South, 1821.21 feet to a point lying on the Northerly line of Greenway Mitigation Parcel B, as described and recorded in Official Records Book 2629, page 721 of said public records; thence South  $84^{\circ} 03' 05''$  West, along said Northerly line, 180.00 feet; thence South  $83^{\circ} 05' 14''$  West, continuing along said Northerly line, 785.45 feet to the Northwest corner thereof; thence Southerly and Westerly, along the Westerly line of said Greenway Mitigation Parcel B the following sixteen courses: Course 1, thence South  $15^{\circ} 40' 33''$  West, 23.34 feet; Course 2, thence South  $07^{\circ} 06' 36''$  East, 45.71 feet; Course 3, thence South  $65^{\circ} 33' 03''$  East, 85.95 feet; Course 4, thence South  $28^{\circ} 10' 59''$  West, 57.24 feet; Course 5, thence South  $16^{\circ} 41' 22''$  East, 64.10 feet; Course 6, thence South  $16^{\circ} 46' 12''$  West, 71.73 feet; Course 7, thence South  $09^{\circ} 50' 32''$  West, 52.93 feet; Course 8, thence South  $12^{\circ} 41' 37''$  West, 40.09 feet; Course 9, thence South  $04^{\circ} 51' 09''$  West, 76.94 feet; Course 10, thence South  $19^{\circ} 08' 38''$  West, 83.67 feet; Course 11, thence South  $36^{\circ} 55' 32''$  West, 61.46 feet; Course 12, thence South  $49^{\circ} 50' 36''$  West, 50.69 feet; Course 13, thence South  $55^{\circ} 10' 47''$  West, 11.63 feet; Course 14, thence South  $17^{\circ} 37' 04''$  West, 111.97 feet; Course 15, thence Due West, 52.46 feet; Course 16, thence South  $30^{\circ} 04' 50''$  West, 20.00 feet; thence Due West, departing said Westerly line, 1323.93 feet to a point lying on the Easterly line of Greenway Mitigation Parcel A, as described and recorded in said Official Records Book 2629, page 721; thence Northerly, along said Easterly line the following four courses: Course 1, thence North  $33^{\circ} 18' 38''$  West, 150.00 feet; Course 2, thence North  $06^{\circ} 00' 32''$  West, 642.29 feet; Course 3, thence North  $00^{\circ} 53' 43''$  East, 537.97 feet; Course 4, thence North  $18^{\circ} 26' 06''$  West,

## SONOC TOWN CENTER SOUTH PROPERTY

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### Nocatee/Parc Group TownCenter South

504.99 feet; thence North 05° 16' 11" West, along said Easterly line and its Northerly prolongation, 802.08 feet; thence North 64° 32' 25" West, 1051.09 feet; thence South 43° 55' 49" West, 815.40 feet; thence Due West, 170.57 feet; thence North 24° 07' 42" West, 673.56 feet; thence North 40° 37' 54" East, 135.69 feet to a point on a curve concave Easterly, having a radius of 50.00 feet; thence Northerly, along the arc of said curve, through a central angle of 40° 55' 04", an arc length of 35.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00° 34' 51" West, 34.95 feet; thence North 19° 52' 41" East, 117.81 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 21° 54' 56", an arc length of 19.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 30° 50' 09" East, 19.01 feet; thence North 41° 47' 36" East, 52.69 feet to the point of curvature of a curve concave Westerly, having a radius of 48.00 feet; thence Northerly, along the arc of said curve, through a central angle of 93° 14' 28", an arc length of 78.11 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 04° 49' 38" West, 69.77 feet; thence North 51° 26' 51" West, 42.33 feet to the point of curvature of a curve concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 36° 46' 23", an arc length of 64.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33° 03' 40" West, 63.09 feet; thence North 14° 40' 29" West, 53.19 feet to the point of curvature of a curve concave Easterly, having a radius of 167.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 59° 55' 22", an arc length of 174.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 15° 17' 12" East, 166.80 feet; thence North 00° 12' 03" West, 394.15 feet; thence North 13° 42' 35" East, 150.59 feet; thence North 11° 42' 16" West, 20.45 feet; thence North 00° 16' 08" West, 86.70 feet; thence North 07° 31' 28" East, 24.73 feet; thence North 17° 00' 58" West, 77.34 feet; thence North 10° 23' 32" East, 94.96 feet; thence North 28° 35' 56" East, 189.19 feet to the Point of Beginning.

## SONOC OLD BLUFF PROPERTY

Revised: October 12, 2005  
 March 22, 2004  
 Page 1 of 7

Work Order No. 04-056.01  
 File No. 117C-3  
 Nocatee

## Old Bluff Village (Overall)

Portions of Sections 5, 6, 7, 8, 17, and 18, together with a portion of Section 63 of the F. P. Sanchez Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North  $89^{\circ}09'44''$  East, along the Southerly line of said Section 20, a distance of 803.06 feet; thence North  $00^{\circ}50'16''$  West, departing said Southerly line, 7850.40 feet to the Point of Beginning.

From said Point of Beginning, thence North  $45^{\circ}54'15''$  West, 99.33 feet; thence North  $02^{\circ}21'00''$  East, 12.40 feet; thence North  $04^{\circ}32'14''$  East, 60.66 feet; thence North  $84^{\circ}04'27''$  East, 42.88 feet; thence North  $14^{\circ}09'27''$  East, 47.82 feet; thence North  $06^{\circ}02'14''$  East, 31.56 feet; thence North  $76^{\circ}20'00''$  East, 63.97 feet; thence North  $03^{\circ}13'45''$  West, 77.94 feet; thence North  $44^{\circ}47'52''$  West, 67.16 feet; thence South  $82^{\circ}16'25''$  West, 23.81 feet; thence North  $00^{\circ}07'27''$  West, 56.99 feet; thence North  $24^{\circ}54'53''$  West, 72.41 feet; thence North  $08^{\circ}02'34''$  West, 84.29 feet; thence North  $15^{\circ}37'21''$  West, 66.81 feet; thence North  $66^{\circ}55'49''$  West, 59.01 feet; thence North  $77^{\circ}22'20''$  West, 50.02 feet; thence North  $02^{\circ}04'29''$  East, 123.77 feet; thence North  $00^{\circ}44'58''$  West, 106.06 feet; thence North  $25^{\circ}36'24''$  East, 62.48 feet; thence North  $21^{\circ}53'31''$  East, 42.06 feet; thence North  $40^{\circ}08'25''$  West, 33.05 feet; thence North  $53^{\circ}00'45''$  West, 35.40 feet; thence North  $12^{\circ}36'41''$  West, 77.08 feet; thence North  $45^{\circ}06'56''$  West, 55.55 feet; thence North  $11^{\circ}49'15''$  East, 81.24 feet; thence North  $12^{\circ}16'17''$  East, 116.39 feet; thence North  $13^{\circ}08'42''$  East, 74.27 feet; thence North  $21^{\circ}38'13''$  West, 80.25 feet; thence North  $52^{\circ}33'11''$  West, 49.53 feet; thence South  $57^{\circ}05'52''$  West, 65.61 feet; thence North  $61^{\circ}21'26''$  West, 86.93 feet; thence North  $60^{\circ}53'34''$  West, 73.45 feet; thence North  $53^{\circ}08'13''$  West, 49.07 feet; thence North  $51^{\circ}48'08''$  West, 75.75 feet; thence North  $82^{\circ}06'06''$  West, 78.56 feet; thence North  $84^{\circ}17'44''$  West, 119.35 feet; thence North  $75^{\circ}09'28''$  West, 46.59 feet; thence North  $72^{\circ}51'29''$  West, 83.61 feet; thence North  $89^{\circ}45'40''$  West, 115.15 feet; thence South  $41^{\circ}41'29''$  West, 80.95 feet; thence South  $30^{\circ}51'55''$  West, 84.11 feet; thence South  $52^{\circ}15'11''$  West, 35.16 feet; thence North  $53^{\circ}00'20''$  West, 68.42 feet; thence North  $72^{\circ}30'30''$  West, 88.43 feet; thence North  $77^{\circ}33'18''$  West, 69.34 feet; thence North  $57^{\circ}54'05''$  West, 87.70 feet; thence North  $39^{\circ}12'50''$  West, 78.82 feet; thence North  $20^{\circ}10'23''$  West, 37.31 feet; thence North  $17^{\circ}28'42''$  West, 54.72 feet; thence North  $02^{\circ}34'31''$  West, 34.69 feet; thence North  $01^{\circ}15'20''$  West, 92.02 feet; thence North  $04^{\circ}36'54''$

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West, 54.60 feet; thence North 03° 59' 47" East, 49.64 feet; thence North 09° 29' 53" East, 83.69 feet; thence North 44° 14' 53" East, 57.96 feet; thence North 16° 00' 53" West, 64.77 feet; thence North 02° 12' 29" West, 79.57 feet; thence North 07° 17' 16" East, 90.15 feet; thence North 12° 35' 44" East, 74.33 feet; thence North 00° 46' 26" East, 60.13 feet; thence North 29° 44' 40" West, 36.59 feet; thence North 04° 24' 20" West, 57.46 feet; thence North 19° 11' 16" West, 121.38 feet; thence North 35° 11' 33" West, 38.54 feet; thence South 61° 37' 45" East, 63.95 feet; thence South 80° 50' 52" East, 31.45 feet; thence Due East 105.94 feet; thence North 83° 24' 36" East, 52.27 feet; thence North 13° 29' 05" East, 30.09 feet; thence North 01° 56' 55" West, 23.16 feet; thence North 19° 14' 15" East, 107.19 feet; thence North 21° 37' 35" East, 89.36 feet; thence North 27° 58' 10" East, 45.66 feet; thence North 13° 23' 58" East, 75.75 feet; thence North 04° 27' 16" East, 57.13 feet; thence North 10° 55' 23" East, 45.18 feet; thence North 50° 36' 09" West, 34.19 feet; thence North 77° 57' 44" West, 71.21 feet; thence North 05° 01' 27" East, 75.71 feet; thence North 19° 08' 09" West, 38.50 feet; thence North 10° 57' 24" East, 77.46 feet; thence North 11° 43' 15" East, 54.28 feet; thence North 24° 15' 33" East, 102.71 feet; thence North 07° 38' 56" West, 150.25 feet; thence North 33° 29' 11" West, 58.84 feet; thence North 26° 00' 35" East, 66.45 feet; thence South 80° 32' 51" East, 34.34 feet; thence South 30° 23' 12" East, 53.66 feet; thence South 57° 24' 06" East, 44.13 feet; thence South 62° 02' 14" East, 46.38 feet; thence South 74° 30' 42" East, 29.40 feet; thence South 66° 36' 43" East, 63.87 feet; thence North 80° 47' 13" East, 39.92 feet; thence North 44° 34' 50" East, 50.14 feet; thence North 17° 20' 48" West, 104.64 feet; thence North 76° 14' 54" West, 59.99 feet; thence North 77° 22' 36" West, 54.50 feet; thence North 19° 52' 50" West, 80.10 feet; thence North 05° 27' 07" East, 48.93 feet; thence North 04° 43' 31" West, 64.59 feet; thence South 81° 13' 07" East, 16.69 feet; thence North 03° 58' 43" East, 36.13 feet; thence North 12° 37' 33" West, 65.11 feet; thence South 50° 26' 25" West, 45.64 feet; thence South 88° 47' 30" West, 36.80 feet; thence South 69° 00' 59" West, 50.56 feet; thence South 34° 12' 21" West, 116.63 feet; thence North 24° 09' 51" West, 86.11 feet; thence North 39° 23' 43" West, 43.01 feet; thence North 53° 28' 07" West, 36.40 feet; thence North 02° 42' 36" East, 33.60 feet; thence North 33° 16' 07" West, 28.02 feet; thence North 56° 43' 53" East, 20.89 feet; thence North 34° 24' 13" East, 65.49 feet; thence North 54° 16' 10" East, 59.45 feet; thence North 76° 16' 05" East, 62.80 feet; thence South 18° 42' 15" East, 45.28 feet; thence South 58° 52' 28" East, 6.12 feet; thence South 79° 24' 10" East, 37.71 feet; thence North 77° 37' 05" East, 23.15 feet; thence North 25° 33' 15" East, 66.06 feet; thence North 17° 14' 09" East, 35.53 feet; thence North 34° 32' 39" West, 87.77 feet; thence North 40° 46' 28" West, 63.46 feet; thence North 24° 12' 55" West, 62.34 feet; thence North 62° 36' 21" West, 21.60 feet; thence North 75° 35' 21" West, 33.05 feet; thence South 70° 10' 56" West, 51.99 feet; thence South 74° 23' 02" West, 82.06 feet; thence South 55° 46' 42" West, 47.12 feet; thence South 76° 23' 46" West, 101.36 feet; thence South 61° 50' 58" West, 58.83 feet; thence South 66° 47' 34"

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West, 58.42 feet; thence South 73° 46' 52" West, 64.31 feet; thence North 61° 16' 08"  
 West, 9.32 feet; thence North 46° 51' 35" West, 146.29 feet; thence North 57° 20' 03"  
 West, 8.98 feet; thence North 66° 06' 10" West, 60.24 feet; thence North 57° 08' 57"  
 West, 76.77 feet; thence North 12° 15' 30" West, 88.50 feet; thence North 36° 15' 44"  
 West, 68.07 feet; thence North 33° 18' 26" West, 87.38 feet; thence North 10° 12' 04"  
 West, 83.56 feet; thence North 16° 24' 06" East, 59.19 feet; thence North 24° 19' 29"  
 East, 68.16 feet; thence North 18° 00' 33" West, 50.90 feet; thence North 19° 37' 29"  
 East, 50.67 feet; thence North 05° 45' 52" East, 41.87 feet; thence North 23° 22' 33"  
 West, 87.53 feet; thence North 08° 38' 07" East, 79.03 feet; thence North 06° 19' 36"  
 East, 63.80 feet; thence North 16° 26' 25" West, 91.73 feet; thence North 06° 56' 34"  
 West, 51.76 feet; thence North 05° 29' 36" West, 73.67 feet; thence North 07° 07' 10"  
 West, 47.14 feet; thence North 10° 38' 11" West, 49.75 feet; thence North 66° 43' 43"  
 West, 60.35 feet; thence North 16° 13' 33" East, 63.74 feet; thence North 37° 25' 36"  
 West, 43.58 feet; thence North 28° 55' 48" West, 70.26 feet; thence North 15° 45' 37"  
 East, 74.01 feet; thence North 14° 58' 39" West, 65.94 feet; thence North 02° 50' 13"  
 West, 57.44 feet; thence North 09° 19' 37" West, 54.38 feet; thence North 16° 26' 07"  
 West, 12.24 feet; thence North 19° 20' 13" West, 23.40 feet; thence North 47° 49' 09"  
 West, 29.75 feet; thence North 10° 12' 01" West, 68.17 feet; thence North 83° 44' 58"  
 West, 39.94 feet; thence North 24° 23' 40" East, 70.54 feet; thence North 23° 05' 41"  
 West, 52.27 feet; thence North 87° 42' 12" East, 48.24 feet; thence North 53° 10' 10"  
 East, 115.46 feet; thence North 34° 59' 32" East, 58.92 feet; thence North 34° 25' 35"  
 West, 71.78 feet; thence North 11° 27' 21" West, 14.26 feet; thence North 76° 42' 22"  
 West, 57.83 feet; thence South 79° 29' 49" West, 65.36 feet; thence South 65° 20' 41"  
 West, 45.03 feet; thence South 37° 44' 12" West, 55.48 feet; thence South 06° 54' 32"  
 West, 64.14 feet; thence South 80° 57' 44" West, 64.54 feet; thence South 56° 12' 13"  
 West, 26.51 feet; thence South 04° 56' 57" East, 31.32 feet; thence South 69° 18' 23"  
 West, 34.24 feet; thence South 47° 05' 43" West, 80.38 feet; thence North 30° 22' 21"  
 West, 43.09 feet; thence South 59° 46' 29" West, 6.51 feet; thence South 28° 12' 07"  
 West, 65.41 feet; thence North 76° 14' 41" West, 34.00 feet; thence South 78° 05' 24"  
 West, 59.31 feet; thence North 61° 37' 52" West, 70.86 feet; thence North 89° 25' 58"  
 West, 33.40 feet; thence South 80° 43' 48" West, 55.73 feet; thence South 42° 42' 19"  
 West, 94.14 feet; thence North 82° 44' 20" West, 62.76 feet; thence North 66° 13' 48"  
 West, 47.61 feet; thence North 41° 38' 43" West, 36.50 feet; thence South 82° 43' 44"  
 West, 39.39 feet; thence North 01° 42' 21" West, 71.63 feet; thence North 12° 09' 19"  
 West, 53.45 feet; thence North 35° 31' 00" West, 45.52 feet; thence South 41° 19' 12"  
 West, 66.72 feet; thence South 57° 45' 22" West, 53.91 feet; thence North 64° 19' 25"  
 West, 24.06 feet; thence South 55° 23' 16" West, 13.92 feet; thence North 54° 52' 07"  
 West, 73.61 feet; thence North 37° 08' 03" West, 72.73 feet; thence North 26° 31' 02"  
 West, 63.38 feet; thence North 17° 25' 14" East, 88.81 feet; thence North 31° 48' 34"  
 East, 83.63 feet; thence North 40° 24' 27" East, 55.69 feet; thence North 13° 47' 10"

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West, 76.94 feet; thence North 19° 45' 53" East, 70.04 feet; thence North 70° 08' 44" East, 65.27 feet; thence North 06° 23' 06" West, 58.76 feet; thence North 30° 19' 16" East, 61.82 feet; thence North 17° 49' 50" West, 105.34 feet; thence North 30° 10' 44" East, 45.65 feet; thence North 73° 41' 49" West, 129.89 feet; thence North 08° 23' 40" West, 94.05 feet; thence North 04° 43' 21" West, 44.15 feet; thence North 05° 17' 24" West, 83.09 feet; thence North 01° 10' 00" West, 77.99 feet; thence North 00° 29' 36" West, 74.08 feet; thence North 00° 48' 36" West, 103.99 feet; thence North 04° 43' 50" West, 63.96 feet; thence North 12° 40' 48" East, 44.55 feet; thence North 17° 31' 05" West, 103.66 feet; thence North 05° 26' 30" West, 73.11 feet; thence North 16° 22' 03" West, 93.72 feet; thence North 32° 05' 21" West, 68.90 feet; thence North 12° 31' 49" East, 31.31 feet; thence North 21° 40' 33" West, 103.73 feet; thence North 22° 11' 06" West, 35.28 feet; thence North 17° 46' 54" West, 79.96 feet; thence North 26° 04' 01" West, 76.12 feet; thence North 33° 33' 44" West, 65.53 feet; thence North 34° 27' 48" East, 62.58 feet; thence North 15° 16' 13" West, 81.24 feet; thence North 30° 13' 50" East, 43.50 feet; thence Due East, 432.37 feet; thence North 77° 00' 02" East, 66.68 feet; thence Due East, 50.32 feet; thence South 79° 20' 32" East, 81.11 feet; thence Due East, 441.08 feet; thence South 12° 57' 09" East, 39.33 feet; thence South 10° 13' 15" East, 31.43 feet; thence South 50° 00' 43" East, 65.53 feet; thence South 08° 43' 30" West, 62.55 feet; thence South 27° 16' 05" East, 61.53 feet; thence South 28° 44' 36" West, 69.62 feet; thence South 60° 36' 55" East, 61.63 feet; thence South 44° 32' 41" East, 29.55 feet; thence North 78° 06' 55" West, 28.09 feet; thence South 01° 58' 44" West, 90.29 feet; thence South 11° 31' 16" East, 71.11 feet; thence South 28° 10' 12" East, 86.89 feet; thence South 10° 26' 22" East, 67.26 feet; thence South 13° 20' 12" East, 75.84 feet; thence South 19° 34' 32" West, 66.71 feet; thence South 27° 14' 05" West, 172.39 feet; thence South 09° 38' 43" West, 92.24 feet; thence South 28° 17' 13" East, 88.66 feet; thence South 01° 46' 37" West, 39.29 feet; thence South 53° 45' 06" East, 74.59 feet; thence South 10° 28' 49" West, 40.53 feet; thence South 69° 57' 50" East, 39.23 feet; thence South 79° 59' 23" East, 28.72 feet; thence South 64° 13' 32" East, 44.92 feet; thence South 84° 46' 50" East, 8.16 feet; thence North 45° 20' 38" East, 49.52 feet; thence North 01° 51' 36" West, 108.34 feet; thence North 79° 04' 17" East, 31.99 feet; thence North 41° 45' 14" East, 100.59 feet; thence North 86° 41' 51" East, 87.68 feet; thence North 37° 52' 57" East, 52.58 feet; thence North 41° 15' 44" East, 56.60 feet; thence North 37° 49' 04" East, 44.46 feet; thence North 53° 01' 58" East, 49.75 feet; thence North 74° 32' 33" East, 41.11 feet; thence South 45° 17' 05" East, 28.61 feet; thence South 23° 31' 15" East, 76.23 feet; thence South 04° 12' 49" West, 62.09 feet; thence South 14° 52' 34" East, 40.64 feet; thence South 46° 51' 02" East, 85.57 feet; thence South 70° 22' 35" East, 71.98 feet; thence South 72° 48' 40" East, 40.96 feet; thence South 83° 24' 51" East, 23.25 feet; thence North 54° 54' 18" East, 100.92 feet; thence North 19° 43' 50" West, 35.54 feet; thence North 62° 36' 48" East, 166.86 feet;

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thence South 27° 23' 12" East, 100.15 feet; thence South 49° 14' 26" East, 36.72 feet;  
 thence North 78° 05' 14" East, 122.54 feet; thence South 11° 54' 46" East, 55.88 feet;  
 thence South 23° 47' 33" East, 24.58 feet; thence South 00° 56' 40" East, 26.59 feet;  
 thence South 11° 54' 46" East, 63.96 feet; thence South 78° 05' 14" West, 47.14 feet;  
 thence South 41° 43' 03" West, 21.01 feet; thence South 59° 41' 08" East, 766.00 feet;  
 thence North 18° 44' 25" East, 145.85 feet; thence North 13° 33' 59" East, 48.63 feet;  
 thence North 18° 36' 46" East, 62.21 feet; thence North 24° 36' 11" East, 32.83 feet;  
 thence South 35° 17' 11" East, 65.10 feet; thence North 79° 59' 10" East, 60.85 feet;  
 thence South 63° 29' 24" East, 78.25 feet; thence South 74° 21' 33" East, 96.69 feet;  
 thence South 44° 58' 46" East, 27.63 feet; thence South 55° 13' 41" East, 61.30 feet;  
 thence North 47° 04' 29" East, 100.58 feet; thence North 45° 01' 14" East, 46.10 feet;  
 thence North 08° 29' 03" East, 68.51 feet; thence North 41° 47' 32" East, 60.67 feet;  
 thence North 17° 22' 23" West, 30.39 feet; thence North 59° 48' 08" East, 35.08 feet;  
 thence North 71° 39' 13" East, 30.48 feet; thence South 73° 26' 36" East, 35.63 feet;  
 thence North 21° 45' 56" East, 125.14 feet; thence North 25° 00' 54" West, 89.85 feet;  
 thence North 33° 51' 51" West, 34.05 feet; thence North 22° 23' 10" West, 97.39 feet;  
 thence North 73° 18' 21" West, 57.99 feet; thence North 28° 55' 36" West, 42.43 feet;  
 thence North 28° 47' 39" West, 110.46 feet; thence North 09° 43' 49" East, 18.23 feet;  
 thence North 25° 36' 05" West, 74.05 feet; thence North 54° 42' 13" West, 71.92 feet;  
 thence North 23° 53' 08" West, 45.84 feet; thence North 03° 30' 17" East, 65.24 feet;  
 thence North 29° 05' 49" West, 53.82 feet; thence South 71° 58' 57" West, 68.60 feet;  
 thence North 00° 42' 38" West, 36.04 feet; thence North 52° 28' 17" West, 53.33 feet;  
 thence North 06° 48' 58" West, 47.12 feet; thence North 32° 11' 44" East, 34.95 feet;  
 thence South 79° 06' 06" East, 37.22 feet; thence North 54° 30' 11" East, 54.10 feet;  
 thence North 16° 49' 18" East, 31.11 feet; thence North 49° 51' 18" East, 44.80 feet;  
 thence North 09° 03' 03" West, 42.02 feet; thence South 78° 45' 19" West, 61.79 feet;  
 thence North 61° 25' 16" West, 49.56 feet; thence North 83° 29' 55" East, 50.84 feet;  
 thence North 66° 40' 56" East, 38.96 feet; thence North 33° 54' 18" West, 67.89 feet;  
 thence North 18° 52' 07" West, 51.30 feet; thence North 11° 56' 54" East, 33.09 feet;  
 thence North 05° 46' 15" West, 46.66 feet; thence North 68° 26' 28" West, 44.20 feet;  
 thence North 16° 23' 51" West, 56.49 feet; thence North 21° 35' 50" East, 57.23 feet;  
 thence North 86° 39' 45" East, 46.32 feet; thence North 19° 38' 43" East, 49.99 feet;  
 thence South 66° 26' 56" West, 47.08 feet; thence North 12° 43' 04" West, 39.12 feet;  
 thence North 76° 39' 35" West, 15.37 feet; thence North 06° 46' 16" West, 25.56 feet;  
 thence North 20° 41' 08" West, 63.63 feet; thence North 21° 54' 54" West, 30.57 feet;  
 thence North 13° 53' 37" East, 30.91 feet; thence South 83° 09' 07" West, 52.22 feet;  
 thence North 20° 46' 00" West, 35.18 feet; thence North 54° 05' 18" East, 65.64 feet;  
 thence North 77° 36' 09" East, 577.40 feet; thence North 58° 23' 05" East, 318.60 feet;  
 thence North 51° 59' 20" East, 25.11 feet; thence North 04° 30' 07" West, 76.95 feet;  
 thence North 54° 08' 00" East, 430.11 feet; thence North 79° 19' 38" East, 438.81 feet;  
 thence South 24° 10' 53" East, 279.60 feet; thence South 20° 49' 07" West, 49.50 feet;



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thence South 24° 10' 53" East, 120.00 feet; thence South 69° 10' 53" East, 49.50 feet; thence South 24° 10' 53" East, 59.08 feet; thence South 65° 49' 07" West, 25.32 feet to a point on a curve concave Southwesterly, having a radius of 60.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 112° 00' 00", an arc length of 117.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 74° 15' 25" West, 99.48 feet; thence South 49° 44' 35" West, 92.38 feet to the point of curvature of a curve concave Easterly, having a radius of 50.00 feet; thence Southerly, along the arc of said curve, through a central angle of 102° 00' 31", an arc length of 89.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01° 15' 41" East, 77.72 feet; thence South 74° 02' 52" West, 63.22 feet; thence South 16° 19' 05" East, 97.06 feet; thence South 37° 34' 58" East, 483.13 feet; thence South 13° 57' 11" East, 1117.65 feet; thence South 20° 56' 26" East, 1009.80 feet; thence South 73° 27' 44" West, 702.94 feet; thence South 35° 41' 46" East, 67.56 feet; thence South 16° 45' 35" East, 110.18 feet; thence South 36° 32' 53" East, 78.24 feet; thence South 00° 31' 33" West, 93.05 feet; thence South 09° 29' 49" East, 82.31 feet; thence North 62° 35' 47" West, 82.27 feet; thence North 05° 55' 14" West, 110.41 feet; thence North 21° 14' 26" West, 88.83 feet; thence North 51° 28' 29" West, 80.36 feet; thence South 66° 07' 09" West, 51.57 feet; thence South 10° 52' 51" East, 110.18 feet; thence South 06° 56' 40" East, 100.27 feet; thence South 10° 36' 23" East, 44.41 feet; thence South 38° 03' 23" East, 92.55 feet; thence South 11° 28' 53" East, 91.10 feet; thence South 27° 41' 16" East, 69.45 feet; thence South 25° 20' 01" East, 126.71 feet; thence South 16° 34' 38" East, 88.04 feet; thence South 20° 13' 50" East, 122.72 feet; thence South 11° 35' 30" East, 106.25 feet; thence South 29° 58' 58" East, 71.97 feet; thence South 01° 04' 52" West, 81.89 feet; thence South 32° 13' 06" East, 102.18 feet; thence South 01° 37' 01" East, 90.71 feet; thence South 16° 59' 29" East, 113.32 feet; thence South 20° 31' 49" East, 111.84 feet; thence South 04° 37' 20" West, 60.67 feet; thence South 50° 01' 32" East, 53.55 feet; thence South 16° 36' 25" East, 47.08 feet to a point on a curve concave Southeasterly, having a radius of 1460.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 04° 07' 20", an arc length of 105.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 18° 17' 48" East, 105.02 feet; thence North 74° 22' 22" West, 49.92 feet; thence North 15° 37' 38" East, 40.00 feet; thence South 74° 22' 22" East, 50.00 feet; thence North 15° 37' 38" East, 341.11 feet to the point of curvature of a curve concave Southeasterly, having a radius of 540.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 41° 07' 16", an arc length of 387.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 36° 11' 16" East, 379.29 feet; thence North 56° 44' 54" East, 135.94 feet to a point on a curve concave Northeasterly, having a radius of 1075.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 01° 48' 29", an arc length of 33.92 feet to a point on said curve, said arc being subtended by a chord bearing

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Work Order No. 04-056.01  
File No. 117C-3  
Nocatee

## Old Bluff Village (Overall) (Cont'd)

and distance of South 33° 16' 50" East, 33.92 feet; thence South 34° 11' 04" East, 350.00 feet; thence South 10° 00' 00" East, 1500.00 feet; thence South 20° 00' 00" East, 2099.91 feet; thence Due West, 832.71 feet to the point of curvature of a curve concave Southerly, having a radius of 1789.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 33° 44' 55", an arc length of 1053.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 73° 07' 33" West, 1038.60 feet; thence South 56° 15' 05" West, 1734.56 feet to the point of curvature of a curve concave Southeasterly, having a radius of 2940.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 12° 09' 20", an arc length of 623.74 feet to a point on said curve, said point also being the Point of Beginning, said arc being subtended by a chord bearing and distance of South 50° 10' 25" West, 622.57 feet.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL

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Work Order No. 04-140.00-01  
 File No. 118C-14

## Old Bluff Takedown North

Portions of Sections 5, 6, 7, and 8, together with a portion of Section 63 of the f. p. Sanchez Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 20, said Township 5 South, Range 29 East; thence North 89°09'44" East, along the Southerly line of said Section 20, a distance of 2945.02 feet; thence North 00°50'16" West, departing said Southerly line, 12420.43 feet to a point on a curve and the Point of Beginning.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Northwesterly, having a radius of 1450.00 feet, through a central angle of 10°46'04", an arc length of 272.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°12'48" West, 272.10 feet; thence South 30°35'50" West, 356.76 feet to the point of curvature of a curve concave Westerly, having a radius of 700.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 35°03'23", an arc length of 428.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 48°07'32" West, 421.64 feet; thence North 24°20'47" West, 118.12 feet; thence North 82°35'20" West, 371.98 feet; thence South 74°45'43" West, 88.64 feet; thence South 49°00'32" West, 402.33 feet; thence South 64°47'49" West, 406.07 feet; thence North 25°12'11" West, 109.06 feet; thence South 84°04'18" West, 400.73 feet; thence North 58°27'40" West, 594.46 feet; thence South 66°30'49" West, 56.52 feet; thence South 03°58'43" West, 38.41 feet; thence South 02°31'32" West, 24.09 feet; thence North 89°51'59" East, 10.32 feet; thence North 00°08'01" West, 10.00 feet; thence North 89°51'59" East, 40.00 feet; thence South 00°08'01" East, 40.00 feet; thence South 89°51'59" West, 40.00 feet; thence North 00°08'01" West, 10.00 feet; thence South 89°51'59" West, 10.32 feet; thence South 88°39'36" West, 100.00 feet to a point on a curve concave Easterly, having a radius of 575.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 02°31'47", an arc length of 25.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 00°04'30" West, 25.39 feet; thence South 77°01'28" West, 6.09 feet; thence South 83°54'55" West, 60.51 feet; thence North 17° 20' 48" West, 104.64 feet; thence North 76° 14' 54" West, 59.99 feet; thence North 77° 22' 36" West, 54.50 feet; thence North 19° 52' 50" West, 80.10 feet; thence North 05° 27' 07" East, 48.93 feet; thence North 04° 43' 31" West, 64.59 feet; thence South 81° 13' 07" East, 16.69 feet; thence North 03° 58' 43" East, 36.13 feet; thence North 12° 37' 33" West, 65.11 feet; thence South 50° 26' 25" West, 45.64 feet; thence South 88° 47' 30" West, 36.80 feet; thence South 69° 00' 59" West, 50.56 feet; thence South 34° 12' 21" West, 116.63 feet; thence North 24° 09' 51" West, 86.11 feet; thence North 39° 23' 43" West, 43.01 feet; thence North 53° 28' 07" West, 36.40 feet; thence North 02° 42' 36" East, 33.60 feet; thence North 33° 16' 07" West, 28.02 feet; thence North 56° 43' 53" East, 20.89 feet; thence North 34° 24' 13" East, 65.49 feet; thence North 54° 16' 10" East, 59.45 feet; thence North 76° 16' 05" East, 62.80 feet; thence South 18° 42'

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15" East, 45.28 feet; thence South 58° 52' 28" East, 6.12 feet; thence South 79° 24' 10" East, 37.71 feet; thence North 77° 37' 05" East, 23.15 feet; thence North 25° 33' 15" East, 66.06 feet; thence North 17° 14' 09" East, 35.53 feet; thence North 34° 32' 39" West, 87.77 feet; thence North 40° 46' 28" West, 63.46 feet; thence North 24° 12' 55" West, 62.34 feet; thence North 62° 36' 21" West, 21.60 feet; thence North 75° 35' 21" West, 33.05 feet; thence South 70° 10' 56" West, 51.99 feet; thence South 74° 23' 02" West, 82.06 feet; thence South 55° 46' 42" West, 47.12 feet; thence South 76° 23' 46" West, 101.36 feet; thence South 61° 50' 58" West, 58.83 feet; thence South 66° 47' 34" West, 58.42 feet; thence South 73° 46' 52" West, 64.31 feet; thence North 61° 16' 08" West, 9.32 feet; thence North 46° 51' 35" West, 146.29 feet; thence North 57° 20' 03" West, 8.98 feet; thence North 66° 06' 10" West, 60.24 feet; thence North 57° 08' 57" West, 76.77 feet; thence North 12° 15' 30" West, 88.50 feet; thence North 36° 15' 44" West, 68.07 feet; thence North 33° 18' 26" West, 87.38 feet; thence North 10° 12' 04" West, 83.56 feet; thence North 16° 24' 06" East, 59.19 feet; thence North 24° 19' 29" East, 68.16 feet; thence North 18° 00' 33" West, 50.90 feet; thence North 19° 37' 29" East, 50.67 feet; thence North 05° 45' 52" East, 41.87 feet; thence North 23° 22' 33" West, 87.53 feet; thence North 08° 38' 07" East, 79.03 feet; thence North 06° 19' 36" East, 63.80 feet; thence North 16° 26' 25" West, 91.73 feet; thence North 06° 56' 34" West, 51.76 feet; thence North 05° 29' 36" West, 73.67 feet; thence North 07° 07' 10" West, 47.14 feet; thence North 10° 38' 11" West, 49.75 feet; thence North 66° 43' 43" West, 60.35 feet; thence North 16° 13' 33" East, 63.74 feet; thence North 37° 25' 36" West, 43.58 feet; thence North 28° 55' 48" West, 70.26 feet; thence North 15° 45' 37" East, 74.01 feet; thence North 14° 58' 39" West, 65.94 feet; thence North 02° 50' 13" West, 57.44 feet; thence North 09° 19' 37" West, 54.38 feet; thence North 16° 26' 07" West, 12.24 feet; thence North 19° 20' 13" West, 23.40 feet; thence North 47° 49' 09" West, 29.75 feet; thence North 10° 12' 01" West, 68.17 feet; thence North 83° 44' 58" West, 39.94 feet; thence North 24° 23' 40" East, 70.54 feet; thence North 23° 05' 41" West, 52.27 feet; thence North 87° 42' 12" East, 48.24 feet; thence North 53° 10' 10" East, 115.46 feet; thence North 34° 59' 32" East, 58.92 feet; thence North 34° 25' 35" West, 71.78 feet; thence North 11° 27' 21" West, 14.26 feet; thence North 76° 42' 22" West, 57.83 feet; thence South 79° 29' 49" West, 65.36 feet; thence South 65° 20' 41" West, 45.03 feet; thence South 37° 44' 12" West, 55.48 feet; thence South 06° 54' 32" West, 64.14 feet; thence South 80° 57' 44" West, 64.54 feet; thence South 56° 12' 13" West, 26.51 feet; thence South 04° 56' 57" East, 31.32 feet; thence South 69° 18' 23" West, 34.24 feet; thence South 47° 05' 43" West, 80.38 feet; thence North 30° 22' 21" West, 43.09 feet; thence South 59° 46' 29" West, 6.55 feet; thence South 28° 12' 07" West, 65.41 feet; thence North 76° 14' 41" West, 34.00 feet; thence South 78° 05' 24" West, 59.31 feet; thence North 61° 37' 52" West, 70.86 feet; thence North 89° 25' 58" West, 33.40 feet; thence South 80° 43' 48" West, 55.73 feet; thence South 42° 42' 19" West, 94.14 feet; thence North 82° 44' 20" West, 62.76 feet; thence North 66° 13' 48" West, 47.61 feet; thence North 41° 38' 43" West, 36.50 feet; thence South 82° 43' 44" West, 39.39 feet; thence North 01° 42' 21" West, 71.63 feet; thence North 12° 09' 19" West, 53.45 feet; thence North 35° 31' 00" West, 45.52 feet; thence South 41° 19' 12" West, 66.72 feet; thence South 57° 45' 22" West, 53.91 feet; thence North 64° 19' 25" West, 24.06 feet; thence South 55° 23' 16" West, 13.92 feet; thence North 54° 52' 07" West, 73.62 feet; thence North 37° 08' 03" West, 72.73 feet; thence North 26° 31' 02" West, 63.38 feet; thence North 17° 25' 14" East, 88.81 feet; thence North 31° 48' 34" East, 83.63 feet; thence North 40° 24' 27" East, 55.69 feet; thence North 13° 47' 10" West, 76.94 feet; thence North 19° 45' 53" East, 70.04 feet; thence North 70° 08' 44" East, 65.27 feet; thence North 06° 23' 06" West, 58.76 feet; thence North 30° 19' 16" East,

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61.82 feet; thence North 17° 49' 50" West, 105.34 feet; thence North 30° 10' 44" East, 45.65 feet; thence North 73° 41' 49" West, 129.89 feet; thence North 08° 23' 40" West, 94.05 feet; thence North 04° 43' 21" West, 44.15 feet; thence North 05° 17' 24" West, 83.10 feet; thence North 01° 10' 00" West, 77.99 feet; thence North 00° 29' 36" West, 74.08 feet; thence North 00° 48' 36" West, 103.99 feet; thence North 04° 43' 50" West, 63.96 feet; thence North 12° 40' 48" East, 44.55 feet; thence North 17° 31' 05" West, 103.66 feet; thence North 05° 26' 30" West, 73.11 feet; thence North 16° 22' 03" West, 93.72 feet; thence North 32° 05' 21" West, 68.90 feet; thence North 12° 31' 49" East, 31.31 feet; thence North 21° 40' 33" West, 103.73 feet; thence North 22° 11' 06" West, 35.28 feet; thence North 17° 46' 54" West, 79.96 feet; thence North 26° 04' 01" West, 76.12 feet; thence North 33° 33' 44" West, 65.53 feet; thence North 34° 27' 48" East, 62.58 feet; thence North 15° 16' 13" West, 81.24 feet; thence North 30° 13' 50" East, 43.50 feet; thence due East, 432.37 feet; thence North 77° 00' 02" East, 66.68 feet; thence due East, 50.32 feet; thence South 79° 20' 32" East, 81.11 feet; thence due East, 441.08 feet; thence South 12° 57' 09" East, 39.33 feet; thence South 10° 13' 15" East, 31.43 feet; thence South 50° 00' 43" East, 65.53 feet; thence South 08° 43' 30" West, 62.55 feet; thence South 27° 16' 05" East, 61.53 feet; thence South 28° 44' 36" West, 69.62 feet; thence South 60° 36' 55" East, 61.63 feet; thence South 44° 32' 41" East, 29.55 feet; thence North 78° 06' 55" West, 28.09 feet; thence South 01° 58' 44" West, 90.29 feet; thence South 11° 31' 16" East, 71.11 feet; thence South 28° 10' 12" East, 86.89 feet; thence South 10° 26' 22" East, 67.26 feet; thence South 13° 20' 12" East, 75.84 feet; thence South 19° 34' 32" West, 66.71 feet; thence South 27° 14' 05" West, 172.39 feet; thence South 09° 38' 43" West, 92.24 feet; thence South 28° 17' 13" East, 88.66 feet; thence South 01° 46' 37" West, 39.29 feet; thence South 53° 45' 06" East, 74.59 feet; thence South 10° 28' 49" West, 40.53 feet; thence South 69° 57' 50" East, 39.23 feet; thence South 79° 59' 23" East, 28.72 feet; thence South 64° 13' 32" East, 44.92 feet; thence South 84° 46' 50" East, 8.16 feet; thence North 45° 20' 38" East, 49.52 feet; thence North 01° 51' 36" West, 108.34 feet; thence North 79° 04' 17" East, 31.99 feet; thence North 41° 45' 14" East, 100.59 feet; thence North 86° 41' 51" East, 87.68 feet; thence North 37° 52' 57" East, 52.58 feet; thence North 41° 15' 44" East, 56.60 feet; thence North 37° 49' 04" East, 44.46 feet; thence North 53° 01' 58" East, 49.75 feet; thence North 74° 32' 33" East, 41.11 feet; thence South 45° 17' 05" East, 28.61 feet; thence South 23° 31' 15" East, 76.23 feet; thence South 04° 12' 49" West, 62.09 feet; thence South 14° 52' 34" East, 40.64 feet; thence South 46° 51' 02" East, 85.57 feet; thence South 70° 22' 35" East, 71.98 feet; thence South 72° 48' 40" East, 40.96 feet; thence South 83° 24' 51" East, 23.25 feet; thence North 54° 54' 18" East, 100.92 feet; thence North 19° 43' 50" West, 35.54 feet; thence North 62° 36' 48" East, 166.86 feet; thence South 27° 23' 12" East, 100.15 feet; thence South 49° 14' 26" East, 36.72 feet; thence North 78° 05' 14" East, 122.54 feet; thence South 11° 54' 46" East, 55.88 feet; thence South 23° 47' 33" East, 24.58 feet; thence South 00° 56' 40" East, 26.59 feet; thence South 11° 54' 46" East, 63.96 feet; thence South 78° 05' 14" West, 47.14 feet; thence South 41° 43' 03" West, 21.01 feet; thence South 59° 41' 08" East, 766.00 feet; thence North 18° 44' 25" East, 145.85 feet; thence North 13° 33' 59" East, 48.63 feet; thence North 18° 36' 46" East, 62.21 feet; thence North 24° 36' 11" East, 32.83 feet; thence South 35° 17' 11" East, 65.10 feet; thence North 79° 59' 10" East, 60.85 feet; thence South 63° 29' 24" East, 78.25 feet; thence South 74° 21' 33" East, 96.69 feet; thence South 44° 58' 46" East, 27.63 feet; thence South 55° 13' 41" East, 61.30 feet; thence North 47° 04' 29" East, 100.58 feet; thence North 45° 01' 14" East, 46.10 feet; thence North 08° 29' 03" East, 68.51 feet; thence North 41° 47' 32" East, 60.67 feet; thence North 17° 22' 23" West, 30.39 feet; thence North 59° 48' 08" East, 35.08 feet; thence North 71° 39' 13" East, 30.48 feet; thence

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South 73° 26' 36" East, 35.63 feet; thence North 21° 45' 56" East, 125.14 feet; thence North 25° 00' 54" West, 89.85 feet; thence North 33° 51' 51" West, 34.05 feet; thence North 22° 23' 10" West, 97.39 feet; thence North 73° 18' 21" West, 57.99 feet; thence North 28° 55' 36" West, 42.43 feet; thence North 28° 47' 39" West, 110.46 feet; thence North 09° 43' 49" East, 18.23 feet; thence North 25° 36' 05" West, 74.05 feet; thence North 54° 42' 13" West, 71.92 feet; thence North 23° 53' 08" West, 45.84 feet; thence North 03° 30' 17" East, 65.24 feet; thence North 29° 05' 49" West, 53.82 feet; thence South 71° 58' 57" West, 68.60 feet; thence North 00° 42' 38" West, 36.04 feet; thence North 52° 28' 17" West, 53.33 feet; thence North 06° 48' 58" West, 47.12 feet; thence North 32° 11' 44" East, 34.95 feet; thence South 79° 06' 06" East, 37.22 feet; thence North 54° 30' 11" East, 54.10 feet; thence North 16° 49' 18" East, 31.11 feet; thence North 49° 51' 18" East, 44.80 feet; thence North 09° 03' 03" West, 42.02 feet; thence South 78° 45' 19" West, 61.79 feet; thence North 61° 25' 16" West, 49.56 feet; thence North 83° 29' 55" East, 50.84 feet; thence North 66° 40' 56" East, 38.96 feet; thence North 33° 54' 18" West, 67.89 feet; thence North 18° 52' 07" West, 51.30 feet; thence North 11° 56' 54" East, 33.09 feet; thence North 05° 46' 15" West, 46.66 feet; thence North 68° 26' 28" West, 44.20 feet; thence North 16° 23' 51" West, 56.49 feet; thence North 21° 35' 50" East, 57.23 feet; thence North 86° 39' 45" East, 46.32 feet; thence North 19° 38' 43" East, 49.99 feet; thence South 66° 26' 56" West, 47.08 feet; thence North 12° 43' 04" West, 39.12 feet; thence North 76° 39' 35" West, 15.37 feet; thence North 06° 46' 16" West, 25.56 feet; thence North 20° 41' 08" West, 63.63 feet; thence North 21° 54' 54" West, 30.57 feet; thence North 13° 53' 37" East, 30.91 feet; thence South 83° 09' 07" West, 52.22 feet; thence North 20° 46' 00" West, 35.18 feet; thence North 54° 05' 18" East, 65.64 feet; thence North 77° 36' 09" East, 577.40 feet; thence North 58° 23' 05" East, 318.60 feet; thence North 51° 59' 20" East, 25.11 feet; thence North 04° 30' 07" West, 76.95 feet; thence North 54° 08' 00" East, 430.11 feet; thence North 79° 19' 38" East, 438.81 feet; thence South 24° 10' 53" East, 279.60 feet; thence South 20° 49' 07" West, 49.50 feet; thence South 24° 10' 53" East, 120.00 feet; thence South 69° 10' 53" East, 49.50 feet; thence South 24° 10' 53" East, 59.08 feet; thence South 65° 49' 07" West, 25.32 feet to a point on a curve concave Southwesterly, having a radius of 60.00 feet; thence Northerly, along the arc of said curve, through a central angle of 112° 00' 01", an arc length of 117.29 feet to the point of tangency, said arc being subtended by a chord bearing and distance of North 74° 15' 25" West, 99.48 feet; thence South 49° 44' 35" West, 92.38 feet to the point of curvature of a curve concave Easterly, having a radius of 50.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 102° 00' 31", an arc length of 89.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01° 15' 41" East, 77.72 feet; thence South 74° 02' 52" West, 63.22 feet; thence South 16° 19' 05" East, 97.06 feet; thence South 37° 34' 58" East, 483.13 feet; thence South 13° 57' 11" East, 1117.65 feet; thence South 20° 56' 26" East, 1009.08 feet; thence South 73° 27' 44" West, 702.94 feet; thence South 35° 41' 46" East, 67.56 feet; thence South 16° 45' 35" East, 110.18 feet; thence South 36° 32' 53" East, 78.24 feet; thence South 00° 31' 33" West, 93.05 feet; thence South 09° 29' 49" East, 82.31 feet; thence North 62° 35' 47" West, 82.27 feet; thence North 05° 55' 14" West, 110.41 feet; thence North 21° 14' 26" West, 88.83 feet; thence North 51° 28' 29" West, 80.36 feet; thence South 66° 07' 09" West, 51.57 feet; thence South 10° 52' 51" East, 110.18 feet; thence South 06° 56' 40" East, 100.27 feet; thence South 10° 36' 23" East, 44.41 feet; thence South 38° 03' 23" East, 92.55 feet; thence South 11° 28' 53" East, 91.10 feet; thence South 27° 41' 16" East, 69.45 feet; thence South 25° 20' 01" East, 126.71 feet; thence South 16° 34' 38" East, 88.04 feet; thence South 20° 13' 50" East, 122.72 feet; thence South 11° 35' 30" East,

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106.25 feet; thence South 29° 58' 58" East, 71.97 feet; thence South 01° 04' 52" West, 81.89 feet; thence South 32° 13' 06" East, 102.18 feet; thence South 01° 37' 01" East, 90.71 feet; thence South 16° 59' 29" East, 113.32 feet; thence South 20° 31' 49" East, 111.84 feet; thence South 04° 37' 20" West, 60.67 feet; thence South 50° 01' 32" East, 53.55 feet; thence South 16° 36' 25" East, 30.35 feet to the Point of Beginning.

## SONOC SANDY RIDGE SOUTH PROPERTY

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Work Order No. 04-277.00  
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### Parcel A

A portion of Sections 1 and 2, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Northerly line of said Section 1 with the Northerly right of way line of County Road No. 210 (Palm Valley Road), a variable width right of way as presently established; thence Southwesterly along said Northerly right of way line the following three courses: Course 1, thence South 55°22'18" West, 8038.62 feet to a point of curvature of a curve concave Northerly, having a radius of 809.92 feet; Course 2, thence Southwesterly along the arc of said curve through a central angle of 16°21'09", an arc distance of 231.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 63°32'53" West, 230.37 feet; Course 3, thence South 71°43'27" West, 127.41 feet to a point of curvature of a curve concave Northerly, having a radius of 390.00 feet; thence Westerly, departing said Northerly right of way line and along the arc of said curve through a central angle of 39°07'00", an arc distance of 266.26 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 88°43'03" West, 261.12 feet; thence North 16°53'42" West, 45.30 feet to a point on a curve concave Northwesterly, having a radius of 2575.00 feet; thence Northeasterly along the arc of said curve through a central angle of 09°16'46", an arc distance of 417.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 27°46'06" East, 416.58 feet; thence North 36°01'40" East, 52.09 feet; thence North 21°26'15" East, 405.08 feet; thence North 68°33'45" West, 12.00 feet; thence North 21°26'15" East, 46.79 feet to a point of curvature of a curve concave Southeasterly, having a radius of 3475.00 feet; thence Northeasterly along the arc of said curve through a central angle of 21°28'27", an arc distance of 1302.41 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 32°10'29" East, 1294.80 feet; thence North 56°50'59" East, 51.31 feet to a point on a curve concave Southeasterly, having a radius of 3463.00 feet; thence Northeasterly along the arc of said curve through a central angle of 03°59'14", an arc distance of 240.98 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 45°43'45" East, 240.93 feet; thence South 85°55'59" East, 104.72 feet; thence South 40°12'33" East, 25.45 feet; thence North 49°47'27" East, 80.00 feet; thence North 40°12'33" West, 62.68 feet; thence North 05°14'39" East, 70.15 feet to a point on a curve concave Southeasterly, having a radius of 3475.00 feet; thence Northeasterly along the arc of said curve through a central angle of 25°39'27", an arc distance of 1556.12 feet to the point of tangency of said curve, said



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## Parcel A (continued)

arc being subtended by a chord bearing and distance of North 63°56'19" East, 1543.16 feet; thence North 76°46'02" East, 261.30 feet to a point of curvature of a curve concave Northerly, having a radius of 1625.00 feet; thence Northeasterly along the arc of said curve through a central angle of 38°25'09", an arc distance of 1089.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 57°33'27" East, 1069.33 feet; thence South 19°27'18" East, 12.14 feet; thence South 30°06'11" East, 40.31 feet; thence South 29°25'19" East, 51.26 feet; thence South 53°08'40" East, 43.92 feet; thence South 58°59'42" East, 56.89 feet; thence South 33°59'39" East, 50.28 feet; thence North 53°49'23" East, 37.86 feet; thence South 48°31'37" East, 58.23 feet; thence South 73°58'55" East, 70.23 feet; thence South 52°30'54" East, 318.32 feet; thence North 59°23'30" East, 74.83 feet; thence North 04°42'55" East, 37.70 feet; thence North 38°26'56" East, 43.91 feet; thence North 71°30'49" East, 57.36 feet; thence South 68°43'01" East, 67.25 feet; thence North 43°08'32" East, 42.19 feet; thence North 66°15'15" East, 43.26 feet; thence North 12°27'34" West, 50.85 feet; thence North 35°34'20" West, 37.86 feet; thence North 52°39'05" West, 78.07 feet; thence North 53°10'26" West, 56.84 feet; thence North 30°52'07" West, 58.05 feet; thence North 57°40'16" East, 42.37 feet; thence North 54°45'50" East, 57.86 feet; thence North 55°34'51" East, 49.96 feet; thence North 60°15'22" East, 47.02 feet; thence North 64°12'57" East, 57.49 feet; thence South 77°42'53" East, 51.32 feet; thence North 53°19'38" East, 56.67 feet; thence North 47°24'42" East, 48.31 feet; thence North 42°23'08" East, 51.45 feet; thence North 56°53'33" East, 48.44 feet; thence North 89°08'16" East, 43.45 feet; thence North 63°07'44" East, 55.66 feet; thence North 34°48'14" East, 53.93 feet; thence North 20°10'01" West, 58.66 feet; thence North 39°28'20" East, 64.47 feet; thence North 64°35'55" East, 49.81 feet; thence North 46°20'56" East, 43.86 feet; thence North 67°20'00" East, 49.34 feet; thence North 36°10'21" East, 65.46 feet; thence North 02°00'39" West, 46.00 feet; thence North 19°44'04" East, 55.99 feet; thence North 39°30'52" East, 51.05 feet; thence North 58°41'42" East, 62.23 feet; thence South 28°22'40" East, 5.87 feet; thence North 37°12'13" East, 51.70 feet; thence North 04°35'04" West, 15.00 feet; thence North 85°24'56" East, 156.33 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1281.00 feet; thence Northeasterly along the arc of said curve through a central angle of 29°49'23", an arc distance of 666.78 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 70°30'15" East, 659.28 feet; thence Northeasterly along the arc of a curve concave Southeasterly, having a radius of 2790.00 feet, through a central angle of 04°30'32", an arc distance of 219.56 feet to an intersection with the Northerly line of said Section 1, said arc being subtended by a chord bearing and distance of North 57°50'49" East, 219.50 feet; thence North 89°07'00" East, along said Northerly line, 748.03 feet to the Point of Beginning.

## SONOC SANDY RIDGE SOUTH PROPERTY

November 23, 2004

Work Order No. 04-277.00  
Nocatee - Sandy Ridge-MDP

### Parcel B

A portion of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of said Section 2, thence North 00°38'18" West, along the Easterly line of said Section 2, a distance of 2348.17 feet; thence South 89°21'42" West, departing said Easterly line, 1470.74 feet to the Point of Beginning, said point also being a point on a curve.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Southeasterly, having a radius of 3625.00 feet, through a central angle of 11°48'48", an arc distance of 747.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 27°20'39" West, 746.08 feet; thence South 21°26'15" West, 426.30 feet to a point of curvature of a curve concave Northwesterly, having a radius of 2229.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 20°09'25", an arc distance of 784.17 feet to the point of tangency of said curve, said point also being a point lying on the Northeasterly prolongation of the Northerly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as presently established, said arc being subtended by a chord bearing and distance of South 31°30'57" West, 780.13 feet; thence South 41°35'40" West, along said Northeasterly prolongation of and along said Northerly right of way line, 645.49 feet to an intersection with the Northeasterly line of those lands described and recorded in Official Records Book 1453, page 651 of the Public Records of said St. Johns County; thence Northeasterly along said Northeasterly line the following ten courses: Course 1, thence North 14°17'26" East, departing said Northerly right of way line, 68.82 feet; Course 2, thence North 05°35'41" East, 41.04 feet; Course 3, thence North 03°38'04" East, 44.49 feet; Course 4, thence North 29°31'28" West, 39.42 feet; Course 5, thence South 77°58'32" West, 28.39 feet; Course 6, thence North 01°20'19" West, 31.35 feet; Course 7, thence North 54°12'33" West, 42.73 feet; Course 8, thence North 29°38'56" West, 41.75 feet; Course 9, thence North 71°05'33" West, 38.72 feet; Course 10, thence North 59°28'41" West, 13.94 feet to a point lying on the Northwesterly line of said lands; thence South 41°35'41" West, departing said Northeasterly line and along said Northwesterly line, 87.87 feet to a point on a curve concave Southwesterly, having a radius of 675.00 feet; thence Northwesterly, departing said Northwesterly line and along the arc of said curve through a central angle of 11°34'11", an arc distance of 136.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 33°49'09" West, 136.07 feet; thence North 39°36'14" West, 360.20 feet; thence North 05°05'36" East, 49.76 feet; thence North 49°47'27" East, 2385.97 feet to the Point of Beginning.

## SONOC SANDY RIDGE SOUTH PROPERTY

November 23, 2004

Work Order No. 04-277.00  
Nocatee - Sandy Ridge-MDP

### Parcel C

A portion of Section 1, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 1; thence South  $01^{\circ}10'59''$  East, along the Westerly line of said Section 1, a distance of 1409.58 feet; thence North  $88^{\circ}49'01''$  East, departing said Westerly line, 1158.21 feet to the Point of Beginning.

From said Point of Beginning, thence North  $76^{\circ}16'40''$  West, 53.09 feet, thence North  $68^{\circ}44'08''$  West, 28.53 feet; thence North  $15^{\circ}06'00''$  West, 49.10 feet; thence North  $23^{\circ}39'22''$  West, 60.38 feet; thence North  $11^{\circ}47'02''$  East, 62.96 feet; thence North  $41^{\circ}44'31''$  West, 51.00 feet; thence North  $46^{\circ}38'27''$  West, 52.02 feet; thence North  $45^{\circ}33'41''$  West, 61.35 feet; thence North  $44^{\circ}55'31''$  West, 41.02 feet; thence North  $46^{\circ}41'10''$  West, 66.85 feet; thence North  $41^{\circ}02'34''$  West, 34.19 feet; thence North  $29^{\circ}28'41''$  West, 15.15 feet; thence North  $80^{\circ}43'01''$  West, 88.19 feet; thence North  $42^{\circ}02'15''$  West, 44.32 feet; thence South  $88^{\circ}23'17''$  West, 51.13 feet; thence North  $77^{\circ}29'20''$  West, 41.81 feet; thence South  $58^{\circ}35'56''$  West, 32.45 feet; thence North  $42^{\circ}35'22''$  West, 79.24 feet; thence South  $00^{\circ}29'58''$  East, 54.12 feet; thence North  $16^{\circ}19'00''$  West, 165.55 feet; thence South  $36^{\circ}01'14''$  East, 56.81 feet; thence North  $69^{\circ}03'50''$  East, 40.01 feet; thence South  $10^{\circ}55'00''$  West, 29.21 feet; thence North  $79^{\circ}10'29''$  East, 57.08 feet; thence North  $38^{\circ}13'33''$  East, 44.57 feet; thence North  $51^{\circ}15'24''$  East, 82.85 feet; thence North  $21^{\circ}01'25''$  West, 50.68 feet; thence North  $04^{\circ}01'43''$  East, 78.31 feet; thence North  $32^{\circ}27'13''$  East, 96.84 feet; thence North  $64^{\circ}23'23''$  East, 88.57 feet; thence South  $87^{\circ}14'07''$  East, 325.04 feet; thence North  $63^{\circ}21'43''$  East, 121.86 feet; thence North  $60^{\circ}29'32''$  East, 77.11 feet; thence North  $82^{\circ}47'53''$  East, 143.85 feet; thence South  $21^{\circ}39'19''$  East, 65.51 feet; thence South  $53^{\circ}21'23''$  East, 18.73 feet; thence South  $67^{\circ}10'37''$  East, 58.37 feet; thence North  $69^{\circ}27'56''$  East, 108.70 feet; thence South  $63^{\circ}04'58''$  East, 95.97 feet; thence South  $17^{\circ}19'00''$  East, 78.74 feet; thence South  $37^{\circ}35'09''$  East, 74.30 feet; thence South  $03^{\circ}45'30''$  East, 117.21 feet; thence South  $26^{\circ}24'46''$  West, 32.64 feet; thence South  $83^{\circ}43'55''$  East, 51.25 feet; thence South  $19^{\circ}55'13''$  East, 58.31 feet; thence South  $36^{\circ}05'11''$  West, 35.10 feet; thence South  $07^{\circ}29'14''$  East, 6.80 feet to a point on a curve concave Northeasterly, having a radius of 1475.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $34^{\circ}39'53''$ , an arc length of 892.39 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $53^{\circ}39'59''$  West, 878.84 feet.

## SONOC OAK HAMMOCK PROPERTY

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### Legal Description

A portion of Sections 4, 5, 8, 9, and 16, together with a portion of Section 39 of the Hannah Smith Grant, Section 62 of the William Travers Grant, Section 63 of the F. P. Sanchez Grant, Section 64 of the Sanchez or Travers Grant, Section 65 of the William Travers Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 5, thence North  $89^{\circ}28'18''$  East, along the Northerly line of said Section 5, also being the Northerly line of said Township 5 South, a distance of 3554.33 feet; thence South  $05^{\circ}21'53''$  East, departing said Northerly line, 296.15 feet to the Point of Beginning.

From said Point of Beginning, thence North  $88^{\circ}14'21''$  East, 569.74 feet to a point on a curve concave Northerly, having a radius of 1500.00 feet; thence Southerly, Easterly and Northerly, along the arc of said curve, through a central angle of  $204^{\circ}44'24''$ , an arc length of 5360.08 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $85^{\circ}15'38''$  East, 2930.35 feet; thence North  $51^{\circ}21'22''$  East, 36.85 feet; thence North  $81^{\circ}41'33''$  East, 91.38 feet; thence North  $88^{\circ}08'34''$  East, 44.99 feet; thence South  $86^{\circ}15'04''$  East, 44.44 feet; thence South  $77^{\circ}46'08''$  East, 71.09 feet; thence North  $85^{\circ}27'25''$  East, 73.10 feet; thence North  $71^{\circ}52'49''$  East, 67.32 feet; thence South  $77^{\circ}09'04''$  East, 41.40 feet; thence North  $85^{\circ}39'16''$  East, 24.48 feet; thence South  $39^{\circ}36'22''$  East, 66.90 feet; thence South  $73^{\circ}15'50''$  East, 66.12 feet; thence South  $52^{\circ}40'33''$  East, 43.44 feet; thence South  $51^{\circ}59'04''$  East, 14.11 feet; thence North  $69^{\circ}29'40''$  East, 86.30 feet; thence South  $28^{\circ}37'10''$  East, 58.05 feet; thence South  $19^{\circ}38'23''$  East, 211.34 feet; thence North  $62^{\circ}17'54''$  East, 5.19 feet; thence South  $06^{\circ}45'41''$  East, 279.90 feet; thence South  $18^{\circ}40'47''$  East, 87.35 feet; thence South  $26^{\circ}51'41''$  East, 139.08 feet; thence South  $41^{\circ}22'00''$  West, 129.60 feet; thence South  $09^{\circ}46'35''$  East, 88.85 feet; thence South  $23^{\circ}40'22''$  East, 643.89 feet; thence South  $20^{\circ}39'16''$  West, 228.79 feet; thence South  $04^{\circ}42'49''$  East, 155.02 feet; thence South  $04^{\circ}54'52''$  East, 233.03 feet; thence South  $67^{\circ}19'49''$  West, 265.21 feet; thence South  $31^{\circ}11'22''$  West, 69.55 feet; thence South  $01^{\circ}27'15''$  East, 704.94 feet; thence North  $65^{\circ}52'56''$  East, 356.10 feet; thence South  $89^{\circ}04'46''$  East, 286.36 feet; thence South  $29^{\circ}30'52''$  East, 88.59 feet; thence South  $37^{\circ}33'05''$  East, 326.82 feet; thence South  $37^{\circ}44'34''$  East, 82.83 feet; thence South  $04^{\circ}04'59''$  East, 351.09 feet; thence South  $52^{\circ}37'35''$  West, 81.68 feet; thence South  $28^{\circ}13'07''$  West, 183.33 feet; thence South  $71^{\circ}25'20''$  West, 235.13 feet; thence South  $52^{\circ}37'35''$  West, 373.46 feet; thence North  $69^{\circ}31'33''$  West, 447.34 feet; thence South  $74^{\circ}34'16''$  West, 264.64 feet; thence South

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15°25'44" West, 558.14 feet; thence North 61°18'54" West, 474.32 feet; thence South 27°49'18" West, 318.64 feet; thence South 66°30'26" East, 763.54 feet; thence South 68°14'59" East, 288.16 feet; thence North 79°45'15" East, 259.82 feet; thence South 42°39'50" East, 169.04 feet; thence North 82°37'42" East, 157.42 feet; thence North 82°46'13" East, 115.25 feet; thence South 32°21'17" East, 371.08 feet; thence South 67°04'16" East, 88.99 feet; thence South 37°32'55" West, 207.83 feet; thence South 14°38'02" East, 161.52 feet; thence South 47°58'00" East, 108.98 feet; thence South 69°15'05" East, 215.89 feet; thence South 28°23'33" West, 135.91 feet; thence South 82°45'56" West, 90.65 feet; thence South 68°14'47" West, 318.46 feet; thence North 89°25'49" West, 385.09 feet; thence South 28°31'37" West, 163.26 feet; thence South 34°20'54" East, 72.29 feet; thence South 55°17'37" East, 356.27 feet; thence South 41°36'31" West, 142.09 feet; thence South 07°36'57" East, 155.90 feet; thence South 07°42'42" East, 255.98 feet; thence South 77°33'54" East, 309.23 feet; thence North 45°53'19" East, 71.58 feet; thence North 62°26'12" East, 98.07 feet; thence North 57°29'13" East, 226.08 feet; thence South 29°58'13" East, 170.14 feet; thence North 74°43'35" East, 245.26 feet; thence South 18°54'00" East, 192.26 feet; thence South 02°43'26" East, 113.80 feet; thence South 27°35'22" East, 128.62 feet; thence South 53°01'04" West, 94.74 feet; thence South 05°16'15" East, 120.59 feet; thence South 05°19'40" East, 675.85 feet; thence South 05°23'42" East, 141.39 feet; thence South 05°01'33" West, 64.80 feet; thence South 09°37'32" East, 50.36 feet; thence South 13°55'58" East, 980.21 feet; thence South 22°27'02" West, 88.49 feet; thence South 00°24'46" West, 417.49 feet; thence South 52°28'54" East, 267.72 feet; thence South 01°39'42" West, 176.28 feet; thence South 34°26'51" East, 268.06 feet; thence South 14°56'55" West, 221.67 feet; thence South 06°38'37" East, 531.32 feet; thence South 61°54'04" East, 128.63 feet; thence South 05°07'43" East, 227.92 feet; thence South 01°33'03" West, 72.16 feet; thence South 86°40'52" East, 86.35 feet; thence South 10°56'17" West, 65.52 feet; thence South 01°52'17" West, 208.02 feet; thence South 17°50'38" East, 277.95 feet; thence South 09°32'28" East, 504.23 feet; thence South 39°38'46" East, 88.90 feet; thence North 84°21'30" East, 42.63 feet; thence South 08°17'36" East, 207.63 feet; thence South 13°13'44" West, 168.80 feet; thence South 38°40'26" East, 425.76 feet; thence South 12°41'19" West, 474.34 feet; thence North 88°34'22" West, 692.42 feet to the point of curvature of a curve concave Northeasterly, having a radius of 735.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 47°43'02", an arc length of 612.13 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 64°42'51" West, 594.59 feet; thence North 40°51'20" West, 164.17 feet to the point of curvature of a curve concave Southwesterly, having a radius of 735.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 45°28'25", an arc length of 583.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63°35'33" West, 568.15 feet; thence North 86°19'45" West, 639.71 feet to the point of curvature of a curve concave Northeasterly, having a radius of 660.00 feet; thence Northwesterly along the arc of said curve through a central angle of

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46°43'41", an arc length of 538.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 62°57'55" West, 523.47 feet; thence North 39°36'04" West, 558.72 feet to the point of curvature of a curve concave Southwesterly, having a radius of 770.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 26°44'20", an arc length of 359.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 52°58'14" West, 356.09 feet; thence North 17°32'02" East, 29.78 feet; thence North 02°53'48" West, 91.95 feet; thence North 20°55'01" East, 95.36 feet; thence North 03°00'46" East, 107.97 feet; thence North 05°26'57" East, 84.12 feet; thence North 76°13'40" East, 53.82 feet; thence North 47°37'39" East, 59.21 feet; thence North 21°21'38" West, 50.43 feet; thence North 21°09'52" East, 96.50 feet; thence North 00°34'07" West, 69.82 feet; thence North 50°05'38" West, 64.43 feet; thence North 34°51'55" West, 77.81 feet; thence North 74°57'16" East, 33.87 feet; thence North 04°21'26" West, 180.96 feet; thence North 03°11'25" West, 157.77 feet; thence North 02°30'07" East, 81.31 feet; thence North 28°44'06" West, 74.56 feet; thence North 01°14'07" West, 166.81 feet; thence North 20°55'13" West, 71.32 feet; thence North 02°16'15" East, 65.47 feet; thence North 36°00'37" East, 66.57 feet; thence North 26°21'21" East, 84.10 feet; thence North 07°16'43" East, 105.76 feet; thence North 14°11'41" East, 76.88 feet; thence North 09°01'42" West, 90.97 feet; thence North 10°57'52" East, 53.13 feet; thence North 27°05'34" West, 97.17 feet; thence North 38°29'38" West, 90.58 feet; thence North 18°02'51" West, 81.86 feet; thence North 00°18'43" East, 80.64 feet; thence North 15°42'13" West, 66.90 feet; thence North 13°47'40" East, 82.16 feet; thence North 20°24'18" East, 97.95 feet; thence North 13°51'23" West, 125.92 feet; thence North 87°03'55" West, 62.43 feet; thence North 86°23'10" West, 46.92 feet; thence North 16°03'04" West, 47.15 feet; thence North 01°37'57" East, 43.88 feet; thence North 04°00'24" West, 94.58 feet; thence North 27°06'05" West, 73.24 feet; thence North 58°03'07" West, 51.60 feet; thence North 31°43'09" West, 51.74 feet; thence North 45°09'25" West, 117.67 feet; thence North 27°07'31" West, 55.79 feet; thence North 13°08'13" West, 43.55 feet; thence North 12°43'23" West, 79.56 feet; thence North 33°58'24" West, 74.41 feet; thence North 22°17'50" East, 65.46 feet; thence North 08°21'58" West, 61.25 feet; thence North 35°31'08" West, 39.33 feet; thence North 02°46'59" West 75.67 feet; thence North 26°54'20" West, 61.16 feet; thence North 02°36'23" West, 28.39 feet; thence North 23°02'44" East, 66.43 feet; thence North 11°27'49" East, 39.52 feet; thence North 05°30'44" East, 57.79 feet; thence North 27°02'44" West, 80.81 feet; thence North 15°52'44" East, 74.16 feet; thence North 04°25'08" West, 45.97 feet; thence North 00°07'49" West, 73.00 feet; thence North 03°53'21" East, 64.03 feet; thence North 17°57'34" West, 44.58 feet; thence North 01°30'26" West, 75.09 feet; thence North 08°49'53" East, 225.67 feet; thence North 22°18'13" West, 59.12 feet; thence North 22°32'28" East, 62.49 feet; thence North

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17°27'59" West, 100.36 feet; thence North 01°01'45" West, 93.31 feet; thence North  
 06°30'22" West, 75.92 feet; thence North 03°42'34" East, 79.69 feet; thence North  
 17°20'03" West, 107.42 feet; thence North 70°58'49" West, 42.77 feet; thence North  
 24°01'41" West, 111.69 feet; thence North 78°27'21" West, 43.13 feet; thence South  
 75°15'21" West, 291.16 feet; thence South 56°15'41" West, 172.53 feet; thence South  
 50°26'24" West, 118.19 feet; thence South 04°04'18" East, 98.11 feet; thence South  
 06°30'23" East, 122.32 feet; thence South 75°25'16" East, 102.52 feet; thence North  
 65°12'50" East, 111.02 feet; thence South 51°41'50" East, 107.00 feet; thence South  
 20°38'34" West, 97.31 feet; thence South 44°26'06" East, 98.45 feet; thence South  
 15°00'53" West, 188.57 feet; thence South 08°20'49" East, 78.66 feet; thence South  
 25°28'17" West, 94.87 feet; thence South 28°29'55" West, 51.11 feet; thence South  
 02°44'01" East, 68.60 feet; thence South 28°22'20" West, 122.97 feet; thence North  
 58°29'57" West, 58.84 feet; thence North 39°44'20" West, 39.21 feet; thence North  
 32°05'43" West, 115.04 feet; thence South 73°47'27" West, 54.17 feet; thence North  
 64°52'35" West, 127.94 feet; thence North 32°09'06" West, 138.58 feet; thence North  
 12°43'34" West, 79.76 feet; thence North 52°31'07" West, 51.51 feet; thence North  
 39°51'43" West, 248.12 feet; thence North 32°44'36" West, 145.72 feet; thence North  
 16°21'41" West, 217.29 feet; thence North 28°36'56" West, 100.35 feet; thence North  
 18°28'48" West, 168.90 feet; thence North 06°00'03" West, 147.55 feet; thence North  
 07°59'07" West, 150.79 feet; thence North 31°13'53" West, 224.02 feet; thence North  
 22°55'26" West, 147.32 feet; thence North 25°16'04" West, 128.47 feet; thence North  
 29°35'26" West, 153.91 feet; thence North 22°35'36" West, 49.68 feet; thence North  
 62°19'01" East, 27.48 feet; thence North 05°19'53" West, 23.92 feet; thence North  
 47°37'40" West, 37.32 feet; thence North 22°48'41" East, 65.12 feet; thence North  
 06°07'53" West, 137.89 feet; thence North 12°22'50" West, 232.85 feet; thence North  
 16°46'55" West, 133.44 feet; thence North 06°46'33" West, 164.02 feet; thence North  
 01°34'33" West, 125.20 feet; thence North 01°31'21" West, 153.24 feet; thence North  
 11°35'11" West, 86.73 feet; thence North 13°16'49" West, 131.64 feet; thence North  
 28°57'50" West, 29.59 feet; thence North 06°19'33" West, 124.69 feet; thence North  
 04°56'49" East, 116.86 feet; thence North 12°31'44" West, 128.64 feet; thence North  
 05°03'39" East, 135.24 feet; thence North 13°32'16" West, 180.42 feet; thence North  
 54°10'50" West, 46.43 feet; thence North 21°41'01" West, 72.04 feet; thence North  
 47°34'18" West, 86.42 feet; thence North 65°12'35" West, 187.72 feet; thence North  
 60°29'49" West, 44.32 feet; thence North 45°51'22" West, 106.28 feet; thence North  
 86°54'20" West, 67.73 feet; thence North 62°55'34" West, 79.36 feet; thence South  
 11°04'30" East, 24.86 feet; thence South 37°39'10" West, 60.83 feet; thence South  
 22°19'39" West, 54.69 feet; thence South 18°38'32" East, 100.03 feet; thence South  
 16°57'44" East, 142.29 feet; thence North 64°04'31" West, 53.33 feet; thence North  
 68°58'34" West, 101.84 feet; thence North 28°10'52" West, 163.01 feet; thence South  
 00°33'34" West, 88.30 feet; thence South 14°59'29" West, 107.58 feet; thence South  
 52°27'53" West, 30.25 feet; thence South 53°52'15" West, 55.71 feet; thence South  
 76°23'40" West, 36.37 feet; thence North 37°56'47" West, 20.97 feet; thence North  
 80°08'15" West, 17.77 feet; thence South 16°10'00" West, 22.31 feet; thence South  
 77°01'28" East, 37.76 feet; thence North 68°47'17" East, 17.45 feet; thence South

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07°21'12" East, 126.89 feet; thence South 57°00'30" East, 100.34 feet; thence South 84°40'17" East, 88.36 feet; thence North 72°05'21" East, 88.77 feet; thence South 08°28'48" West, 39.37 feet; thence South 11°57'06" East, 121.62 feet; thence South 48°04'58" East, 150.02 feet; thence South 01°26'24" West, 72.99 feet; thence South 20°18'18" East, 102.28 feet; thence South 81°58'14" East, 113.83 feet; thence North 37°53'05" East, 80.94 feet; thence South 55°08'55" East, 78.90 feet; thence South 39°53'05" East, 67.18 feet; thence South 03°51'48" East, 88.78 feet; thence South 09°17'44" West, 48.47 feet; thence South 15°28'47" East, 65.40 feet; thence South 22°32'21" East, 72.46 feet; thence South 26°46'58" West, 50.20 feet; thence South 12°18'55" East, 105.85 feet; thence North 83°06'31" West, 50.24 feet; thence North 79°12'40" West, 62.57 feet; thence North 64°58'06" West, 53.34 feet; thence North 68°27'19" West, 55.64 feet; thence North 28°55'55" West, 37.16 feet; thence North 31°58'00" West, 40.51 feet; thence South 79°21'03" West, 60.29 feet; thence North 49°38'44" West, 52.42 feet; thence North 56°05'17" West, 46.71 feet; thence North 79°08'38" West, 39.50 feet; thence North 57°45'14" West, 66.36 feet; thence North 38°25'17" West, 53.09 feet; thence North 30°35'10" West, 54.48 feet; thence North 56°41'47" West, 51.36 feet; thence North 58°44'08" West, 51.35 feet; thence North 28°34'39" West, 74.97 feet; thence North 02°24'17" East, 42.58 feet; thence North 36°43'54" West, 58.60 feet; thence North 36°49'15" West, 61.03 feet; thence North 36°30'40" West, 67.06 feet; thence North 19°27'29" West, 67.62 feet; thence North 03°30'38" East, 39.86 feet; thence North 24°45'54" West, 40.59 feet; thence North 36°00'22" West, 54.28 feet; thence North 06°07'24" West, 92.08 feet; thence North 46°28'53" West, 97.24 feet; thence North 38°00'16" West, 65.37 feet; thence North 07°55'51" West, 27.97 feet; thence North 80°01'44" West, 65.03 feet; thence North 31°13'09" West, 92.12 feet; thence North 17°00'48" West, 65.66 feet; thence North 32°59'27" West, 111.95 feet; thence North 50°20'52" West, 89.26 feet; thence North 04°26'13" West, 79.95 feet; thence North 20°11'35" West, 98.81 feet; thence North 15°37'47" West, 12.66 feet; thence South 63°42'58" West, 338.07 feet; thence South 01°27'28" West, 212.25 feet; thence North 24°10'53" West, 186.42 feet; thence North 20°49'07" East, 49.50 feet; thence North 24°10'53" West, 120.00 feet; thence North 69°10'53" West, 49.50 feet; thence North 24°10'53" West, 170.30 feet; thence South 59°40'43" East, 189.84 feet; thence North 63°42'58" East, 361.46 feet; thence North 22°39'01" West, 20.56 feet; thence North 09°24'55" West, 69.13 feet; thence North 57°31'03" West, 66.43 feet; thence North 02°27'56" East, 48.44 feet; thence South 66°37'31" West, 14.23 feet; thence North 25°37'41" West, 50.89 feet; thence North 48°44'27" East, 17.79 feet; thence South 73°04'46" East, 48.61 feet; thence North 00°42'18" West, 19.10 feet; thence North 72°35'41" East, 40.95 feet; thence North 05°11'39" West, 40.15 feet; thence South 87°08'11" West, 57.37 feet; thence North 36°11'35" West, 53.01 feet; thence North 01°46'39" West, 107.81 feet; thence North 13°27'03" West, 107.06 feet; thence North 16°55'18" West, 79.03 feet; thence North 00°58'06" West, 53.07 feet; thence North 04°14'34" West, 94.12 feet; thence North 08°12'43" West, 146.89 feet; thence North 41°22'33" East, 70.05 feet; thence North 10°15'20" East, 66.98 feet; thence North 07°07'33" West, 110.71 feet; thence North 55°45'52" East, 35.01 feet; thence North 11°13'21" East, 78.98 feet; thence North 14°55'54" West, 117.24 feet; thence North 05°50'23" East, 117.74 feet; thence North 22°29'42" West, 85.54 feet; thence North 26°32'23" West, 112.34 feet; thence North 10°10'24" West, 69.23 feet; thence North 03°37'19" West, 65.12 feet; thence North 45°13'04" East, 108.59 feet; thence North 35°34'16" West, 70.45 feet; thence North 37°02'56" East, 90.79 feet; thence North 86°36'08" East, 57.49 feet; thence North 59°29'28" East, 84.45 feet; thence North 80°36'03" East, 94.73 feet; thence South 77°20'20" East, 96.16 feet; thence South 02°25'43" East, 80.10 feet; thence South 12°25'21" East, 53.74 feet; thence South



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41°24'02" East, 64.71 feet; thence South 23°40'57" East, 73.61 feet; thence South 30°52'24" West, 90.71 feet; thence South 70°22'21" East, 77.02 feet; thence South 03°13'31" East, 62.27 feet; thence North 86°52'40" East, 57.38 feet; thence South 73°15'30" East, 55.27 feet; thence North 85°23'30" East, 34.48 feet; thence South 54°22'56" East, 67.13 feet; thence South 57°29'56" East, 94.23 feet; thence South 09°56'31" East, 56.56 feet; thence South 54°10'04" West, 61.96 feet; thence South 39°07'17" West, 63.39 feet; thence South 41°54'38" West, 67.28 feet; thence North 72°40'20" West, 49.30 feet; thence North 63°36'18" West, 44.72 feet; thence North 66°42'57" West, 42.47 feet; thence South 85°31'05" West, 66.42 feet; thence North 46°55'44" West, 37.41 feet; thence North 32°41'53" East, 63.06 feet; thence North 29°45'16" West, 70.01 feet; thence North 32°47'57" West, 82.57 feet; thence South 49°28'40" West, 61.11 feet; thence South 11°46'17" West, 49.46 feet; thence South 13°20'24" East, 100.94 feet; thence South 45°59'28" East, 54.78 feet; thence South 40°02'23" East, 77.27 feet; thence South 10°17'20" West, 85.26 feet; thence South 47°44'17" East, 51.27 feet; thence South 40°25'52" West, 90.62 feet; thence South 13°58'33" East, 93.10 feet; thence North 42°48'05" East, 127.24 feet; thence South 07°24'13" West, 71.05 feet; thence South 37°51'10" West, 78.70 feet; thence South 11°18'29" West, 43.54 feet; thence South 05°13'24" East, 96.65 feet; thence South 40°30'14" East, 72.61 feet; thence North 64°55'49" East, 61.47 feet; thence North 31°48'47" West, 75.28 feet; thence South 68°56'21" East, 54.23 feet; thence North 58°59'58" East, 81.80 feet; thence North 79°50'34" East, 56.22 feet; thence North 75°26'49" East, 45.31 feet; thence North 10°05'43" East, 79.35 feet; thence South 23°32'36" East, 96.62 feet; thence North 29°49'32" East, 56.26 feet; thence South 61°03'59" East, 17.52 feet; thence North 79°57'01" East, 404.89 feet; thence North 13°30'42" West, 56.81 feet; thence North 11°52'35" West, 104.62 feet; thence North 14°14'35" West, 70.32 feet; thence North 05°39'31" West, 86.11 feet; thence North 24°59'13" East, 51.73 feet; thence North 01°17'15" West, 121.89 feet; thence North 09°01'04" West, 89.63 feet; thence North 03°48'20" East, 54.37 feet; thence North 55°37'03" West, 19.63 feet; thence North 16°58'15" West, 29.13 feet; thence North 48°05'09" West, 52.13 feet; thence South 75°17'42" West, 84.55 feet; thence North 37°35'38" West, 58.60 feet; thence North 68°13'09" West, 82.85 feet; thence North 86°00'32" West, 59.58 feet; thence South 86°45'02" West, 50.47 feet; thence North 47°25'47" West, 77.39 feet; thence South 81°10'53" West, 81.57 feet; thence North 28°17'29" West, 103.43 feet; thence North 19°54'04" West, 91.10 feet; thence North 04°29'19" East, 105.59 feet; thence North 24°00'48" East, 79.92 feet; thence North 15°10'50" East, 83.53 feet; thence North 25°46'36" East, 101.20 feet; thence North 21°24'25" East, 79.18 feet; thence North 03°16'47" West, 120.33 feet; thence North 23°35'30" West, 42.93 feet; thence North 04°44'14" East, 93.75 feet; thence North 07°58'27" East, 45.24 feet; thence North 01°31'28" East, 85.88 feet; thence North 36°56'05" West, 42.32 feet; thence North 13°08'26" West, 90.31 feet; thence North 58°48'31" West, 55.76 feet; thence North 30°14'44" East, 77.03 feet; thence North 01°06'36" East, 85.34 feet; thence North 18°50'48" East, 72.74 feet; thence North 06°13'02" West, 57.08 feet; thence North 18°23'23" West, 90.53 feet; thence North 23°56'46" West, 53.08 feet; thence North 05°55'47" East, 103.40 feet to the Point of Beginning;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL

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## Oak Hammock Village "Phase I"

A portion of Sections 4, 5, 8, and 9, together with a portion of Section 39 of the Hannah Smith Grant, Section 62 of the Williams Travers Grant, Section 63 of the F. P. Sanchez Grant, Section 65 of the William Travers Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of Tract "H" of those lands described and recorded in Official Records Book 1462, page 667 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 5, thence North 89°28'18" East, along the Northerly line of said Section 5, also being the Northerly line of said Township 5 South, a distance of 3554.33 feet; thence South 05°21'53" East, departing said Northerly line, 296.15 feet; thence North 88°14'21" East, 569.74 feet to a point on a curve concave Northeasterly, having a radius of 1500.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 73°39'22", an arc length of 1928.32 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 29°11'51" East, 1798.25 feet.

From said Point of Beginning, thence Northeasterly, continuing along the arc of said curve concave Northwesterly, having a radius of 1500.00 feet, through a central angle of 131°05'02", an arc length of 3431.77 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°25'57" East, 2730.79 feet; thence North 51°21'22" East, 36.85 feet; thence North 81°41'33" East, 91.38 feet; thence North 88°08'34" East, 44.99 feet; thence South 86°15'04" East, 44.44 feet; thence South 77°46'08" East, 71.09 feet; thence North 85°27'25" East, 73.10 feet; thence North 71°52'49" East, 67.32 feet; thence South 77°09'04" East, 41.40 feet; thence North 85°39'16" East, 24.48 feet; thence South 39°36'22" East, 66.90 feet; thence South 73°15'50" East, 66.12 feet; thence South 52°40'33" East, 43.44 feet; thence South 51°59'04" East, 14.11 feet; thence North 69°29'40" East, 86.30 feet; thence South 28°37'10" East, 58.05 feet; thence South 19°38'23" East, 211.34 feet; thence North 62°17'54" East, 5.19 feet; thence South 06°45'41" East, 279.90 feet; thence South 18°40'47" East, 87.35 feet; thence South 26°51'41" East, 139.08 feet; thence South 41°22'00" West, 129.60 feet; thence South 09°46'35" East, 88.85 feet; thence South 23°40'22" East, 643.89 feet; thence South 20°39'16" West, 228.79 feet; thence South 04°42'49" East, 155.02 feet; thence South 04°54'52" East, 233.03 feet; thence South 67°19'49" West, 265.21 feet; thence South 31°11'22" West, 69.55 feet; thence South 01°27'15" East, 278.06 feet; thence Due West, 220.01 feet; thence South 55°50'44" West, 65.63 feet to point on a curve concave Southeasterly, having a radius of 168.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 131°28'18", an arc length of 385.50 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 28°33'15" West, 306.32 feet; thence Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 42.00 feet, through a central angle of 163°35'56", an arc length of 119.92 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 44°37'04" West, 83.14 feet; thence Westerly, along the arc of a

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curve concave Southerly, having a radius of 298.00 feet, through a central angle of  $37^{\circ}18'42''$ , an arc length of 194.06 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $72^{\circ}14'19''$  West, 190.65 feet; thence Westerly, along the arc of a curve concave Northerly, having a radius of 42.00 feet, through a central angle of  $18^{\circ}17'00''$ , an arc length of 13.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $81^{\circ}45'10''$  West, 13.35 feet; thence North  $72^{\circ}36'40''$  West, 127.01 feet; thence South  $65^{\circ}00'35''$  West, 259.36 feet; thence South  $19^{\circ}22'43''$  West, 894.47 feet; thence South  $60^{\circ}00'00''$  East, 985.61 feet; thence South  $15^{\circ}25'44''$  West, 300.00 feet; thence North  $61^{\circ}18'54''$  West, 474.32 feet; thence South  $27^{\circ}49'18''$  West, 318.64 feet; thence South  $67^{\circ}42'49''$  West, 114.23 feet; thence South  $48^{\circ}52'28''$  West, 1009.80 feet; thence South  $41^{\circ}09'05''$  East, 352.30 feet; thence North  $48^{\circ}52'28''$  East, 205.15 feet; thence South  $41^{\circ}07'32''$  East, 145.23 feet; thence South  $14^{\circ}48'36''$  West, 75.13 feet; thence South  $03^{\circ}59'14''$  West, 79.93 feet; thence South  $23^{\circ}22'15''$  West, 64.06 feet; thence South  $41^{\circ}46'25''$  East, 49.36 feet; thence South  $02^{\circ}18'08''$  West, 71.85 feet; thence South  $84^{\circ}01'08''$  East, 194.38 feet; thence South  $58^{\circ}49'22''$  East, 65.26 feet; thence South  $40^{\circ}03'49''$  East, 315.56 feet; thence South  $49^{\circ}56'11''$  West, 172.94 feet to the point of curvature of a curve concave Southeasterly, having a radius of 770.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $13^{\circ}43'17''$ , an arc length of 184.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $43^{\circ}04'32''$  West, 183.96 feet; thence South  $36^{\circ}12'54''$  West, 35.33 feet to the point of curvature of a curve concave Northwesterly, having a radius of 530.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of  $24^{\circ}20'04''$ , an arc length of 225.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $48^{\circ}22'56''$  West, 223.41 feet; thence South  $60^{\circ}32'58''$  West, 135.36 feet to the point of curvature of a curve concave Easterly, having a radius of 25.00 feet; thence Southerly, along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $15^{\circ}32'58''$  West, 35.36 feet; thence South  $60^{\circ}32'58''$  West, 109.67 feet; thence North  $41^{\circ}37'43''$  West, 65.81 feet; thence North  $20^{\circ}00'00''$  East, 50.00 feet; thence North  $57^{\circ}50'39''$  West, 175.91 feet; thence North  $06^{\circ}46'26''$  West, 135.86 feet; thence North  $33^{\circ}05'17''$  East, 37.22 feet to a point on a curve concave Southwesterly, having a radius of 960.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of  $23^{\circ}31'09''$ , an arc length of 394.07 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $46^{\circ}17'06''$  West, 391.30 feet; thence North  $58^{\circ}02'40''$  West, 678.50 feet to the point of curvature of a curve concave Northeasterly, having a radius of 865.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of  $09^{\circ}03'01''$ , an arc length of 136.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $53^{\circ}31'10''$  West, 136.49 feet; thence South  $53^{\circ}05'04''$  West, 305.53 feet; thence North  $12^{\circ}22'50''$  West, 65.83 feet; thence North  $16^{\circ}46'55''$  West, 133.44 feet; thence North  $06^{\circ}46'33''$  West, 164.02 feet; thence North  $01^{\circ}34'33''$  West, 125.20 feet; thence North  $01^{\circ}31'21''$  West, 153.24 feet; thence North  $11^{\circ}35'11''$  West, 86.73 feet; thence North  $13^{\circ}16'49''$  West, 131.64 feet; thence North  $28^{\circ}57'50''$  West, 29.59 feet; thence North  $06^{\circ}19'33''$  West, 124.69 feet; thence North  $04^{\circ}56'49''$  East, 116.86 feet; thence North  $12^{\circ}31'44''$  West, 128.64 feet; thence North  $05^{\circ}03'39''$  East, 135.24 feet; thence North  $13^{\circ}32'16''$  West, 180.42

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## Oak Hammock Village "Phase I" (Continued)

feet; thence North 54°10'50" West, 46.43 feet; thence North 21°41'01" West, 72.04 feet; thence North 47°34'18" West, 86.42 feet; thence North 65°12'35" West, 187.72 feet; thence North 60°29'49" West, 44.32 feet; thence North 45°51'22" West, 106.28 feet; thence North 86°54'20" West, 67.73 feet; thence North 62°55'34" West, 79.36 feet; thence South 11°04'30" East, 24.86 feet; thence South 37°39'10" West, 60.83 feet; thence South 22°19'39" West, 54.69 feet; thence South 18°38'32" East, 100.03 feet; thence South 16°57'44" East, 142.29 feet; thence North 64°04'31" West, 53.33 feet; thence North 68°58'34" West, 101.84 feet; thence North 28°10'52" West, 163.01 feet; thence South 00°33'34" West, 88.30 feet; thence South 14°59'29" West, 107.58 feet; thence South 52°27'53" West, 30.25 feet; thence South 53°52'15" West, 55.71 feet; thence South 76°23'40" West, 36.37 feet; thence North 37°56'47" West, 20.97 feet; thence North 80°08'15" West, 17.77 feet; thence South 16°10'00" West, 22.31 feet; thence South 77°01'28" East, 37.76 feet; thence North 68°47'17" East, 17.45 feet; thence South 07°21'12" East, 126.89 feet; thence South 57°00'30" East, 100.34 feet; thence South 84°40'17" East, 88.36 feet; thence North 72°05'21" East, 88.77 feet; thence South 08°28'48" West, 39.37 feet; thence South 11°57'06" East, 121.62 feet; thence South 48°04'58" East, 150.02 feet; thence South 01°26'24" West, 72.99 feet; thence South 20°18'18" East, 102.28 feet; thence South 81°58'14" East, 113.83 feet; thence North 37°53'05" East, 80.94 feet; thence South 55°08'55" East, 78.90 feet; thence South 39°53'05" East, 67.18 feet; thence South 03°51'48" East, 88.78 feet; thence South 09°17'44" West, 48.47 feet; thence South 15°28'47" East, 65.40 feet; thence South 22°32'21" East, 72.46 feet; thence South 26°46'58" West, 50.20 feet; thence South 12°18'55" East, 105.85 feet; thence North 83°06'31" West, 50.24 feet; thence North 79°12'40" West, 62.57 feet; thence North 64°58'06" West, 53.34 feet; thence North 68°27'19" West, 55.64 feet; thence North 28°55'55" West, 37.16 feet; thence North 31°58'00" West, 40.51 feet; thence South 79°21'03" West, 60.29 feet; thence North 49°38'44" West, 52.42 feet; thence North 56°05'17" West, 46.71 feet; thence North 79°08'38" West, 39.50 feet; thence North 57°45'14" West, 66.36 feet; thence North 38°25'17" West, 53.09 feet; thence North 30°35'10" West, 54.48 feet; thence North 56°41'47" West, 51.36 feet; thence North 58°44'08" West, 51.35 feet; thence North 28°34'39" West, 74.97 feet; thence North 02°24'17" East, 42.58 feet; thence North 36°43'54" West, 58.60 feet; thence North 36°49'15" West, 61.03 feet; thence North 36°30'40" West, 67.06 feet; thence North 19°27'29" West, 67.62 feet; thence North 03°30'38" East, 39.86 feet; thence North 24°45'54" West, 40.59 feet; thence North 36°00'22" West, 54.28 feet; thence North 06°07'24" West, 92.08 feet; thence North 46°28'53" West, 97.24 feet; thence North 38°00'16" West, 65.37 feet; thence North 07°55'51" West, 27.97 feet; thence North 80°01'44" West, 65.03 feet; thence North 31°13'09" West, 92.12 feet; thence North 17°00'48" West, 65.66 feet; thence North 32°59'27" West, 111.95 feet; thence North 50°20'52" West, 89.26 feet; thence North 04°26'13" West, 79.95 feet; thence North 20°11'35" West, 98.81 feet; thence North 15°37'47" West, 12.66 feet; thence South 63°42'58" West, 338.07 feet; thence South 01°27'28" West, 212.25 feet; thence North 24°10'53" West, 186.42 feet; thence North 20°49'07" East, 49.50 feet; thence North 24°10'53" West, 120.00 feet; thence North 69°10'53" West, 49.50 feet; thence North 24°10'53" West, 170.30 feet; thence South 59°40'43" East, 189.84 feet; thence North 63°42'58" East, 361.46 feet; thence North 22°39'01" West, 20.56 feet; thence North 09°24'55" West, 69.13 feet; thence North 57°31'03" West, 66.43 feet; thence North 02°27'56" East, 48.44 feet; thence South 66°37'31" West, 14.23 feet; thence North 25°37'41" West, 50.89 feet; thence North 48°44'27" East, 17.79 feet; thence South 73°04'46" East, 48.61 feet; thence North 00°42'18" West, 19.10 feet; thence North 72°35'41" East, 40.95 feet; thence North 05°11'39" West, 40.15 feet; thence

## SONOC OAK HAMMOCK PROPERTY

Revised August 4, 2005  
 May 27, 2005  
 Nocatee  
 Page 4 of 4

Work Order No. 05-056.00  
 File No. 118A-19(Bndy)

## Oak Hammock Village "Phase I" (Continued)

South 87°08'11" West, 57.37 feet; thence North 36°11'35" West, 53.01 feet; thence North 01°46'39" West, 107.81 feet; thence North 13°27'03" West, 107.06 feet; thence North 16°55'18" West, 79.03 feet; thence North 00°58'06" West, 53.07 feet; thence North 04°14'34" West, 94.12 feet; thence North 08°12'43" West, 146.89 feet; thence North 41°22'33" East, 70.05 feet; thence North 10°15'20" East, 66.98 feet; thence North 07°07'33" West, 110.71 feet; thence North 55°45'52" East, 35.01 feet; thence North 11°13'21" East, 78.98 feet; thence North 14°55'54" West, 117.24 feet; thence North 05°50'23" East, 117.74 feet; thence North 22°29'42" West, 85.54 feet; thence North 26°32'23" West, 112.34 feet; thence North 10°10'24" West, 69.23 feet; thence North 03°37'19" West, 65.12 feet; thence North 45°13'04" East, 108.59 feet; thence North 35°34'16" West, 70.45 feet; thence North 37°02'56" East, 90.79 feet; thence North 86°36'08" East, 57.49 feet; thence North 59°29'28" East, 84.45 feet; thence North 80°36'03" East, 94.73 feet; thence South 77°20'20" East, 96.16 feet; thence South 02°25'43" East, 80.10 feet; thence South 12°25'21" East, 53.74 feet; thence South 41°24'02" East, 64.71 feet; thence South 23°40'57" East, 73.61 feet; thence South 30°52'24" West, 90.71 feet; thence South 70°22'21" East, 77.02 feet; thence South 03°13'31" East, 62.27 feet; thence North 86°52'40" East, 57.38 feet; thence South 73°15'30" East, 55.27 feet; thence North 85°23'30" East, 34.48 feet; thence South 54°22'56" East, 67.13 feet; thence South 57°29'56" East, 94.23 feet; thence South 09°56'31" East, 56.56 feet; thence South 54°10'04" West, 61.96 feet; thence South 39°07'17" West, 63.39 feet; thence South 41°54'38" West, 67.28 feet; thence North 72°40'20" West, 49.30 feet; thence North 63°36'18" West, 44.72 feet; thence North 66°42'57" West, 42.47 feet; thence South 85°31'05" West, 66.42 feet; thence North 46°55'44" West, 37.41 feet; thence North 32°41'53" East, 63.06 feet; thence North 29°45'16" West, 70.01 feet; thence North 32°47'57" West, 82.57 feet; thence South 49°28'40" West, 61.11 feet; thence South 11°46'17" West, 49.46 feet; thence South 13°20'24" East, 100.94 feet; thence South 45°59'28" East, 54.78 feet; thence South 40°02'23" East, 77.27 feet; thence South 10°17'20" West, 85.26 feet; thence South 47°44'17" East, 51.27 feet; thence South 40°25'52" West, 90.62 feet; thence South 13°58'33" East, 93.10 feet; thence North 42°48'05" East, 127.24 feet; thence South 07°24'13" West, 71.05 feet; thence South 37°51'10" West, 78.70 feet; thence South 11°18'29" West, 43.54 feet; thence South 05°13'24" East, 96.65 feet; thence South 40°30'14" East, 72.61 feet; thence North 64°55'49" East, 61.47 feet; thence North 31°48'47" West, 75.28 feet; thence South 68°56'21" East, 54.23 feet; thence North 58°59'58" East, 81.80 feet; thence North 79°50'34" East, 56.22 feet; thence North 75°26'49" East, 45.31 feet; thence North 10°05'43" East, 79.35 feet; thence South 23°32'36" East, 96.62 feet; thence North 29°49'32" East, 56.26 feet; thence South 61°03'59" East, 17.52 feet; thence North 79°57'01" East, 404.89 feet; thence South 48°07'17" East, 239.06 feet; thence North 33°04'03" East, 1253.33 feet to the Point of Beginning.

3  
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THIS DOCUMENT PREPARED BY:  
SPENCER N. CUMMINGS, ESQ.

AFTER RECORDING, RETURN TO:  
~~SPENCER N. CUMMINGS, ESQ.~~  
GLENN THOMPSON, LEGAL ASSISTANT  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

RECORD AND RETURN TO:  
LANDAMERICA SERVICE CENTER  
10751 DEERWOOD PARK BLVD., SUITE 100  
JACKSONVILLE, FL 32256

### ACCESS EASEMENT

#### **KNOW ALL MEN BY THESE PRESENTS THAT:**

Pursuant to the right to grant an access easement reserved to **SONOC COMPANY, LLC**, a Delaware limited liability company (the "Grantor") in that certain Special Warranty Deed from Grantor to Tolomato Community Development District (the "CDD") recorded in Official Records Book 2565 Page 1074, of the current public records of St. Johns County, Florida, and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable considerations paid to Grantor by **CENTEX HOMES**, a Nevada general partnership (the "Grantee"), Grantor hereby grants to Grantee, its successors and assigns, for the use, enjoyment and benefit of Grantee as the owner of the real property described on **Exhibit "A"** attached hereto and made a part hereof ("Property"), a non-exclusive easement and right-of-way, for the purposes herein expressed, over and across that certain parcel of real property (the "Easement Parcel") situated in St. Johns County, Florida, described on **Exhibit "B"** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the easement and right-of-way hereby granted unto Grantee, its successors and assigns, as an appurtenance to the Property, upon and subject to the following terms, conditions and reservations:

1. The easement and right-of-way hereby granted shall be and exist for the purpose of providing to Grantee, a way of access to the Property. The easement shall not include the right to park upon the Easement Parcel.
2. Grantee shall not be authorized to construct any roadway or other improvements within the Easement Parcel.
3. Grantor reserves unto itself, its successors and assigns, all perpetual rights and privileges which Grantor has in and to the Easement Parcel.
4. Grantee, by acceptance of this Easement hereby agrees to indemnify and hold harmless Grantor, the CDD and their boards, officers, members, employees and agents (the "Grantor Parties") from any loss, damage claim, cost or expense incurred by the Grantor Parties including reasonable attorneys' fees at the trial level or on appeal, arising out of the exercise by Grantee or its successors, assigns, invitees or designees of the easement rights herein granted, excluding the negligence and willful or intentional misconduct of the Grantor Parties.

5. In the event and to the extent that the Easement Parcel shall be dedicated to or otherwise acquired by the public, the easement herein granted shall be of no further force or effect. The CDD shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction, to dedicate to the public all or any part of the Easement Parcel. Without limiting the automatic nature of the termination of this easement, Grantee agrees to execute any termination documentation requested by Grantor or the CDD within ten (10) days of request by Grantor or the CDD.

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**GRANTEE:**

**CENTEX HOMES,**  
a Nevada general partnership

By: **CENTEX REAL ESTATE CORPORATION,**  
a Nevada corporation, Managing General  
Partner

*Anthony P. Rossi*  
(Print Name Anthony P. Rossi)

By *Lisa Boyd*  
Name: Lisa Boyd  
Title: Controller

*Spencer Cummings*  
(Print Name Spencer Cummings)

[CORPORATE SEAL]

STATE OF Florida }  
COUNTY OF Duval } SS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2006, by Lisa Boyd, the Controller of CENTEX REAL ESTATE CORPORATION, a Nevada corporation, Managing General Partner of CENTEX HOMES, a Nevada general partnership on behalf of the partnership.

*Spencer Cummings*  
Print Name \_\_\_\_\_  
NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
Commission # \_\_\_\_\_  
My Commission Expires:

Personally known \_\_\_\_\_ or  
Produced I.D.   
[Check one of the above]  
Type of Identification Produced  
Florida Drivers License



**Exhibit "A"****The Property****Town Center South**

A portion of Section 31, Township 4 South, Range 29 East, together with a portion of Section 6, Township 5 South, Range 29 East, both lying in St. Johns County, Florida, also being a portion of Tract "H" of those lands described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 6; thence South  $01^{\circ} 10' 10''$  East, along the Westerly line of said Section 6, a distance of 38.64 feet to a point lying on the Southeasterly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as now established; thence North  $55^{\circ} 22' 18''$  East, departing said Westerly line and along said Southeasterly right of way line, 30.12 feet; thence North  $55^{\circ} 19' 25''$  East, continuing along said Southeasterly right of way line, 593.13 feet to a point lying on the Southerly right of way line of South Perimeter Road, a variable width right of way as described and recorded in Official Records Book 2565, page 1074 of said public records, said point also being a point on a curve concave Southwesterly, having a radius of 806.00 feet; thence Southeasterly, departing said Southeasterly right of way line, along said Southerly right of way line and along the arc of said curve, through a central angle of  $01^{\circ} 28' 00''$ , an arc length of 20.63 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $60^{\circ} 38' 09''$  East, 20.63 feet.

From said Point of Beginning, thence Southeasterly, along said Southerly right of way line of South Perimeter Road the following three courses: Course 1, thence Southeasterly, along the arc of said curve concave Southwesterly, having a radius of 806.00 feet, through a central angle of  $01^{\circ} 29' 02''$ , an arc length of 20.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 09' 37''$  East, 20.87 feet; Course 2, thence South  $58^{\circ} 25' 07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2625.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $02^{\circ} 54' 25''$ , an arc length of 133.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $59^{\circ} 52' 19''$  East, 133.17 feet; thence South  $48^{\circ} 00' 37''$  East, departing said Southerly right of way line, 50.14 feet to a point on a curve concave Northeasterly, having a radius of 2637.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 42' 04''$ , an arc length of 216.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $64^{\circ} 44' 10''$  East, 216.31 feet; thence South  $22^{\circ} 49' 47''$  East, 32.80 feet; thence South  $68^{\circ} 27' 16''$  East, 80.00 feet; thence North  $65^{\circ} 55' 05''$  East, 50.04 feet to a point on a curve concave Northerly, having a radius of 2625.00 feet, said point lying on said Southerly right of way line of South Perimeter Road; thence Southeasterly and Southwesterly, along said Southerly right of way line, the following six courses: Course 1, thence Southeasterly, along the arc of said curve, through a central angle of  $09^{\circ} 03' 33''$ , an arc length of 415.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $74^{\circ} 37' 16''$  East, 414.61 feet; Course 2, thence South  $66^{\circ} 33' 25''$  East, 52.73 feet to a point on a curve concave Northerly, having a radius of 2637.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 11' 13''$ , an arc length of 192.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $82^{\circ} 21' 45''$  East, 192.66 feet; Course 4, thence South  $40^{\circ} 50' 28''$  East, 50.36 feet; Course 5, thence South  $03^{\circ} 09' 14''$  West, 23.93 feet; Course 6, thence South  $86^{\circ} 50' 46''$  East, 150.00 feet; thence South  $68^{\circ} 19' 01''$  East, departing said Southerly right of way line, 21.29 feet to a point on a curve concave Easterly, having a radius of 100.00 feet; thence Southerly, along the arc of said cure, through a central angle of  $18^{\circ} 31' 45''$ , an arc length of 32.34 feet to

the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 12° 25' 07" West, 32.20 feet; thence South 03° 09' 14" West, 200.09 feet to the point of curvature of a curve concave Northeasterly, having a radius of 50.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 90° 00' 00", an arc length of 78.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 41° 50' 46" East, 70.71 feet; thence South 03° 09' 14" West, 11.29 feet; thence South 86° 50' 46" East, 28.97 feet; thence South 74° 59' 05" East, 50.72 feet; thence South 67° 59' 16" East, 44.05 feet; thence North 41° 14' 40" East, 37.14 feet; thence North 08° 31' 21" West, 53.49 feet; thence North 09° 15' 50" West, 52.57 feet; thence North 39° 07' 43" East, 37.96 feet; thence North 02° 52' 18" East, 40.49 feet to the point of curvature of a curve concave Southeasterly, having a radius of 15.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 121° 33' 58", an arc length of 31.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63° 39' 18" East, 26.18 feet; thence South 55° 33' 43" East, 103.39 feet; thence South 00° 46' 17" West, 64.66 feet; thence South 48° 25' 03" East, 58.14 feet; thence South 67° 41' 41" East, 44.07 feet; thence North 02° 24' 14" East, 23.14 feet to a point on a curve concave Northwesterly, having a radius of 60.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 57° 30' 16", an arc length of 60.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 63° 39' 06" East, 57.72 feet; thence North 34° 53' 58" East, 43.04 feet to the point of curvature of a curve concave Southerly, having a radius of 215.00 feet; thence Easterly, along the arc of said curve, through a central angle of 98° 55' 13", an arc length of 371.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 84° 21' 34" East, 326.78 feet; thence South 46° 10' 49" East, 10.00 feet to the point of curvature of curve concave Southwesterly, having a radius of 215.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 51° 42' 10", an arc length of 194.01 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 20° 19' 44" East, 187.50 feet; thence Southeasterly, along the arc of a curve concave Northeasterly, having a radius of 50.00 feet, through a central angle of 54° 38' 26", an arc length of 47.68 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 21° 47' 52" East, 45.90 feet; thence South 40° 52' 55" West, 56.47 feet; thence North 87° 33' 04" East, 90.39 feet; thence North 60° 55' 21" East, 36.35 feet; thence South 53° 09' 54" East, 21.80 feet; thence South 15° 18' 05" East, 148.49 feet; thence South 35° 47' 44" East, 28.40 feet; thence South 04° 03' 59" West, 50.25 feet; thence North 43° 49' 11" East, 42.65 feet to a point on a curve concave Northeasterly, having a radius of 50.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 42° 09' 09", an arc length of 36.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 24° 33' 34" East, 35.96 feet; thence South 45° 38' 09" East, 19.93 feet to the point of curvature of a curve concave Southwesterly, having a radius of 100.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 33° 39' 24", an arc length of 58.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28° 48' 27" East, 57.90 feet; thence South 11° 58' 45" East, 132.01 feet to the point of curvature of a curve concave Westerly, having a radius of 100.00 feet; thence Southerly, along the arc of said curve, through a central angle of 52° 17' 58", an arc length of 91.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 14° 10' 14" West, 88.14 feet; thence South 40° 19' 13" West, 53.69 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 38° 13' 17", an arc length of 33.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 21° 12' 35" West, 32.74 feet; thence North 87° 54' 04" West, 59.51 feet; thence South 40° 45' 26" East, 91.39 feet; thence South 10° 43' 44" West, 62.42 feet; thence South 69° 22' 07" West, 195.29 feet; thence South 42° 25' 36" East, 35.61 feet to a point on a curve concave Easterly, having a radius of 60.00 feet; thence Southerly, along the arc of said curve, through a central angle of 82° 56' 53", an arc length of 86.86 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 06° 05' 57" West, 79.47 feet; thence Southeasterly, along the arc of a curve concave Southwesterly, having a radius of 365.00 feet, through a central angle of 35° 22' 29", an arc length of

225.35 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 17° 41' 15" East, 221.79 feet; thence Due South, 141.57 feet to the point of curvature of a curve concave Northeasterly, having a radius of 60.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 90° 00' 00", an arc length of 94.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 45° 00' 00" East, 84.85 feet; thence Due East, 200.57 feet to the point of curvature of a curve concave Southerly, having a radius of 75.00 feet; thence Easterly, along the arc of said curve, through a central angle of 18° 49' 07", an arc length of 24.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 80° 35' 27" East, 24.52 feet; thence South 71° 10' 53" East, 266.56 feet to the point of curvature of a curve concave Northwesterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 75° 47' 34", an arc length of 66.14 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 70° 55' 20" East, 61.42 feet; thence South 56° 58' 27" East, 33.06 feet; thence South 81° 12' 03" East, 49.90 feet; thence North 24° 50' 57" East, 55.36 feet; thence North 22° 44' 51" West, 33.53 feet; thence South 71° 40' 55" East, 69.28 feet; thence North 34° 04' 01" East, 31.69 feet; thence North 00° 28' 39" East, 63.85 feet; thence North 68° 33' 01" West, 60.70 feet; thence North 41° 19' 39" West, 43.29 feet; thence North 24° 43' 11" West, 97.23 feet; thence North 69° 03' 37" East, 625.80 feet; thence North 39° 37' 00" East, 348.62 feet; thence North 81° 57' 07" East, 53.21 feet; thence South 72° 58' 08" East, 48.24 feet; thence South 86° 27' 36" East, 49.88 feet; thence South 89° 00' 40" East, 47.97 feet; thence South 80° 50' 00" East, 115.40 feet; thence South 20° 39' 11" East, 55.30 feet; thence South 30° 10' 28" East, 51.75 feet; thence South 35° 41' 39" East, 305.85 feet; thence Due South, 1821.21 feet to a point lying on the Northerly line of Greenway Mitigation Parcel B, as described and recorded in Official Records Book 2629, page 721 of said public records; thence South 84° 03' 05" West, along said Northerly line, 180.00 feet; thence South 83° 05' 14" West, continuing along said Northerly line, 785.45 feet to the Northwest corner thereof; thence Southerly and Westerly, along the Westerly line of said Greenway Mitigation Parcel B the following sixteen courses: Course 1, thence South 15° 40' 33" West, 23.34 feet; Course 2, thence South 07° 06' 36" East, 45.71 feet; Course 3, thence South 65° 33' 03" East, 85.95 feet; Course 4, thence South 28° 10' 59" West, 57.24 feet; Course 5, thence South 16° 41' 22" East, 64.10 feet; Course 6, thence South 16° 46' 12" West, 71.73 feet; Course 7, thence South 09° 50' 32" West, 52.93 feet; Course 8, thence South 12° 41' 37" West, 40.09 feet; Course 9, thence South 04° 51' 09" West, 76.94 feet; Course 10, thence South 19° 08' 38" West, 83.67 feet; Course 11, thence South 36° 55' 32" West, 61.46 feet; Course 12, thence South 49° 50' 36" West, 50.69 feet; Course 13, thence South 55° 10' 47" West, 11.63 feet; Course 14, thence South 17° 37' 04" West, 111.97 feet; Course 15, thence Due West, 52.46 feet; Course 16, thence South 30° 04' 50" West, 20.00 feet; thence Due West, departing said Westerly line, 1323.93 feet to a point lying on the Easterly line of Greenway Mitigation Parcel A, as described and recorded in said Official Records Book 2629, page 721; thence Northerly, along said Easterly line the following four courses: Course 1, thence North 33° 18' 38" West, 150.00 feet; Course 2, thence North 06° 00' 32" West, 642.29 feet; Course 3, thence North 00° 53' 43" East, 537.97 feet; Course 4, thence North 18° 26' 06" West, 504.99 feet; thence North 05° 16' 11" West, along said Easterly line and its Northerly prolongation, 802.08 feet; thence North 64° 32' 25" West, 1051.09 feet; thence South 43° 55' 49" West, 815.40 feet; thence Due West, 170.57 feet; thence North 24° 07' 42" West, 673.56 feet; thence North 40° 37' 54" East, 135.69 feet to a point on a curve concave Easterly, having a radius of 50.00 feet; thence Northerly, along the arc of said curve, through a central angle of 40° 55' 04", an arc length of 35.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 00° 34' 51" West, 34.95 feet; thence North 19° 52' 41" East, 117.81 feet to the point of curvature of a curve concave Southeasterly, having a radius of 50.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 21° 54' 56", an arc length of 19.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 30° 50' 09" East, 19.01 feet; thence North 41° 47' 36" East, 52.69 feet to the point of curvature of a curve concave Westerly, having a radius of 48.00 feet; thence Northerly, along the arc of said curve, through a central angle of 93° 14' 28", an arc length of 78.11 feet to the point of tangency of said curve, said arc being subtended by a chord

bearing and distance of North  $04^{\circ} 49' 38''$  West, 69.77 feet; thence North  $51^{\circ} 26' 51''$  West, 42.33 feet to the point of curvature of a curve concave Northeasterly, having a radius of 100.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of  $36^{\circ} 46' 23''$ , an arc length of 64.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $33^{\circ} 03' 40''$  West, 63.09 feet; thence North  $14^{\circ} 40' 29''$  West, 53.19 feet to the point of curvature of a curve concave Easterly, having a radius of 167.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of  $59^{\circ} 55' 22''$ , an arc length of 174.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $15^{\circ} 17' 12''$  East, 166.80 feet; thence North  $00^{\circ} 12' 03''$  West, 394.15 feet; thence North  $13^{\circ} 42' 35''$  East, 150.59 feet; thence North  $11^{\circ} 42' 16''$  West, 20.45 feet; thence North  $00^{\circ} 16' 08''$  West, 86.70 feet; thence North  $07^{\circ} 31' 28''$  East, 24.73 feet; thence North  $17^{\circ} 00' 58''$  West, 77.34 feet; thence North  $10^{\circ} 23' 32''$  East, 94.96 feet; thence North  $28^{\circ} 35' 56''$  East, 189.19 feet to the Point of Beginning.

**Exhibit "B"****Easement Property****South Perimeter Road**

A portion of Section 31, Township 4 South, Range 29 East together with a portion of Sections 5 and 6, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwest corner of said Section 31, thence North  $01^{\circ}06'12''$  West, along the Westerly line of said Section 31, said line also being the dividing line between Duval and St. Johns Counties, a distance of 403.20 feet to the Point of Beginning.

From said Point of Beginning, thence North  $01^{\circ}06'12''$  West, continuing along said Westerly line of Section 31, a distance of 151.41 feet to a point on a curve concave Southwesterly, having a radius of 956.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $39^{\circ}52'14''$ , an arc length of 665.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $78^{\circ}21'14''$  East, 651.91 feet; thence South  $58^{\circ}25'07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2475.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $07^{\circ}46'11''$ , an arc length of 335.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ}18'12''$  East, 335.37 feet; thence North  $66^{\circ}32'44''$  East, 47.90 feet; thence North  $21^{\circ}32'44''$  East, 12.50 feet; thence South  $68^{\circ}27'16''$  East, 120.00 feet; thence South  $21^{\circ}32'44''$  West, 12.50 feet; thence South  $23^{\circ}27'16''$  East, 48.31 feet to a point on a curve concave Northeasterly having a radius of 2475.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $13^{\circ}45'26''$ , an arc length of 594.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $77^{\circ}25'15''$  East, 592.84 feet; thence North  $49^{\circ}13'29''$  East, 48.56 feet; thence North  $03^{\circ}09'14''$  East, 38.23 feet; thence South  $86^{\circ}50'46''$  East, 150.00 feet; thence South  $03^{\circ}09'14''$  West, 26.22 feet; thence South  $42^{\circ}55'20''$  East, 48.56 feet to a point on a curve concave Northerly, having a radius of 2463.00 feet; thence Easterly along the arc of said curve, through a central angle of  $04^{\circ}25'17''$ , an arc length of 190.07 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $88^{\circ}23'02''$  East, 190.02 feet; thence South  $80^{\circ}50'40''$  East, 51.18 feet to a point on a curve concave Northerly, having a radius of 2475.00 feet; thence Easterly along the arc of said curve, through a central angle of  $04^{\circ}02'32''$ , an arc length of 174.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $82^{\circ}59'51''$  East, 174.57 feet; thence North  $80^{\circ}58'35''$  East, 508.58 feet to the point of curvature of a curve concave Southerly, having a radius of 2075.00 feet; thence Easterly along the arc of said curve, through a central angle of  $28^{\circ}55'19''$ , an arc length of 1047.43 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $84^{\circ}33'45''$  East, 1036.34 feet; thence Easterly along the arc of a curve concave Northerly, having a radius of 1500.00 feet, through a central angle  $44^{\circ}07'03''$ , an arc length of 1154.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $87^{\circ}50'23''$  East, 1126.67 feet; thence North  $65^{\circ}46'52''$  East, 193.71 feet; thence South  $24^{\circ}13'08''$  East, 150.00 feet; thence South  $65^{\circ}46'52''$  West, 193.71 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1650.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $10^{\circ}15'38''$ , an arc length of 295.48 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $70^{\circ}54'41''$  West, 295.09 feet; thence South  $13^{\circ}57'31''$  East, 12.00 feet to a point on a curve concave Northerly, having a radius of 1662.00 feet; thence Westerly along the arc of said curve, through a central angle of  $27^{\circ}49'34''$ , an arc length of 807.16 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $89^{\circ}57'16''$  West, 799.25 feet; thence North  $61^{\circ}51'46''$

West, 51.78 feet to a point on a curve concave Northeasterly, having a radius of 1650.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $04^{\circ}17'17''$ , an arc length of 123.49 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $72^{\circ}14'44''$  West, 123.46 feet; thence Westerly along the arc of a curve concave Southerly, having a radius of 1925.00 feet, through a central angle of  $28^{\circ}55'19''$ , an arc length of 971.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $84^{\circ}33'45''$  West, 961.43 feet; thence South  $80^{\circ}58'35''$  West, 508.58 feet to the point of curvature of a curve concave Northerly, having a radius of 2625.00 feet; thence Westerly along the arc of said curve, through a central angle of  $09^{\circ}46'34''$ , an arc length of 447.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $85^{\circ}51'53''$  West, 447.35 feet; thence South  $47^{\circ}08'39''$  West, 50.36 feet; thence South  $03^{\circ}09'14''$  West, 35.93 feet; thence North  $86^{\circ}50'46''$  West, 150.00 feet; thence North  $03^{\circ}09'14''$  East, 23.93 feet; thence North  $40^{\circ}50'28''$  West, 50.36 feet to a point on a curve concave Northerly, having a radius of 2637.00 feet; thence Westerly along the arc of said curve, through a central angle of  $04^{\circ}11'13''$ , an arc length of 192.70 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $82^{\circ}21'45''$  West, 192.66 feet; thence North  $66^{\circ}33'25''$  West, 52.73 feet to a point on a curve concave Northeasterly, having a radius of 2625.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $09^{\circ}03'33''$ , an arc length 415.04 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $74^{\circ}37'16''$  West, 414.61 feet; thence South  $65^{\circ}55'05''$  West, 50.04 feet; thence North  $68^{\circ}27'16''$  West, 80.00 feet; thence North  $22^{\circ}49'47''$  West, 32.80 feet to a point on a curve concave Northeasterly having a radius of 2637.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $04^{\circ}42'04''$ , an arc length of 216.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $64^{\circ}44'10''$  West, 216.31 feet; thence North  $48^{\circ}00'37''$  West, 50.14 feet to a point on a curve concave Northeasterly having a radius of 2625.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $02^{\circ}54'25''$ , and arc length of 133.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $59^{\circ}52'19''$  West, 133.17 feet; thence North  $58^{\circ}25'07''$  West, 327.46 feet to the point of curvature of a curve concave Southwesterly, having a radius of 806.00 feet; thence Northwesterly along the arc of said curve, through a central angle of  $08^{\circ}23'35''$ , an arc length of 118.07 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $62^{\circ}36'54''$  West, 117.96 feet; thence South  $69^{\circ}40'15''$  West, 51.80 feet to a point on a curve concave Northwesterly, having a radius of 750.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $26^{\circ}37'13''$ , an arc length of 348.46 feet to a point on said curve, said point lying on the Southerly right of way line of County Road No. 210 (Palm Valley Road), a 100 foot right of way as now established, said arc being subtended by a chord bearing and distance of South  $42^{\circ}00'48''$  West, 345.33 feet; thence North  $34^{\circ}40'35''$  West, departing said Southerly right of way line, 100.00 feet to a point on a curve concave Northwesterly, having a radius of 650.00 feet, said point lying on the Northerly right of way line of said County Road No. 210; thence Northeasterly along the arc of said curve, through a central angle of  $24^{\circ}49'11''$ , an arc length of 281.57 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $42^{\circ}54'49''$  East, 279.37 feet; thence North  $24^{\circ}22'55''$  West, 41.76 feet to a point on a curve concave Southerly, having a radius of 806.00 feet; thence Westerly along the arc of said curve, through a central angle of  $20^{\circ}37'58''$ , an arc length of 290.25 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $89^{\circ}19'09''$  West, 288.68 feet.

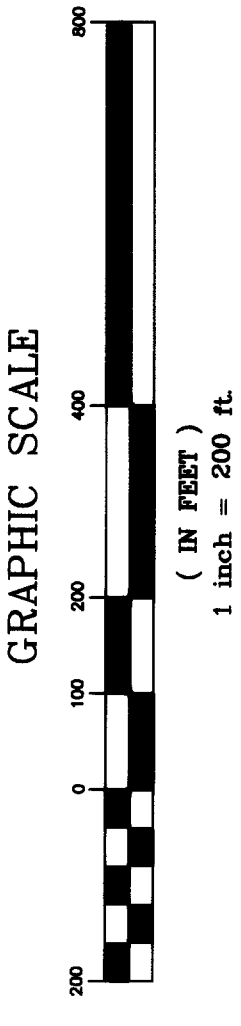




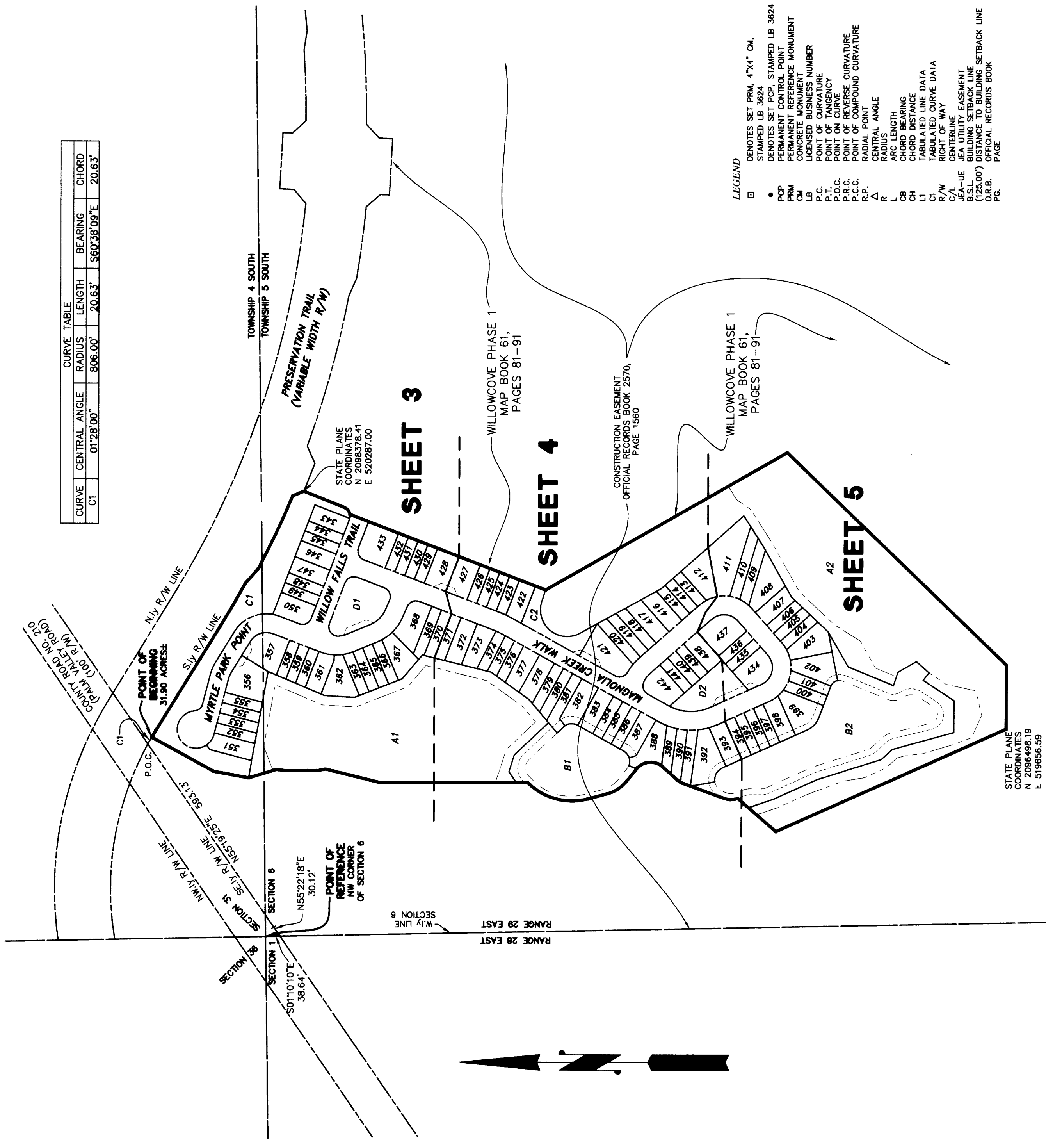


# WILLOWCOVE PARK REPLAT

BEING A REPLAT OF WILLOWCOVE PARK, AS RECORDED IN MAP BOOK 63, PAGES 19 THROUGH 23, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING WITHIN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST AND SECTION 6, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

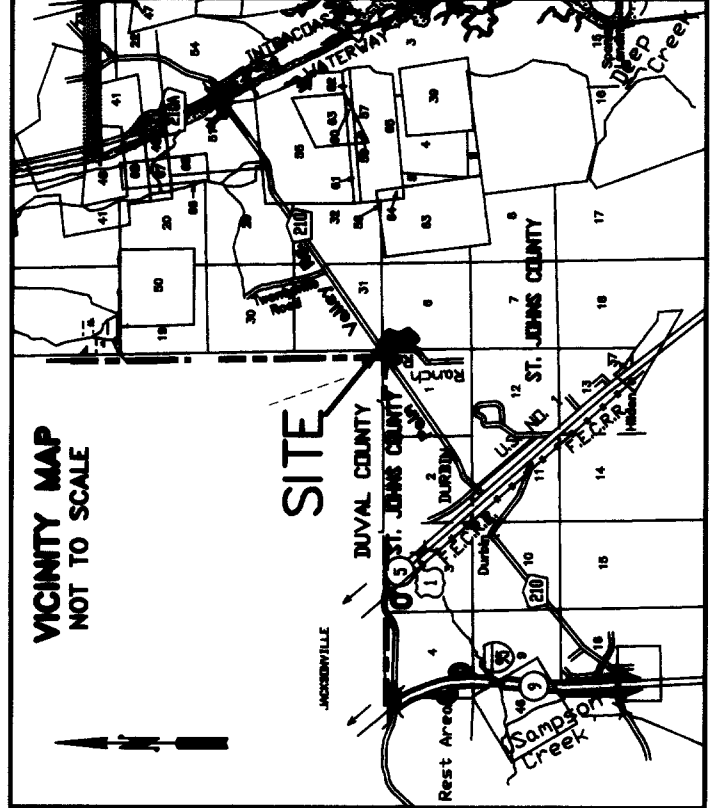


CURVE TABLE				
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD
C1	01°28'00"	806.00'	20.63'	560°38'09"E 20.63'



- NOTES:**
1. DIMENSIONS SHOWN ARE REFERENCED TO THE STATE PLANE COORDINATES AS INDICATED HEREIN AND ARE BASED ON THE WESTERN LINE OF SECTION 6 AS BEING SOUTH 01°10'10" EAST.
  2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE WILLOWCOVE PARK REPLAT. ANY DIMENSIONS, BEARINGS, OR DISTANCES SHOWN HEREON ARE DEEMED TO BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DEED FORM OF THIS PLAT IN THE PUBLIC RECORDS OF THIS COUNTY. ANY DIMENSIONS, BEARINGS, OR DISTANCES SHOWN HEREON THAT ARE NOT DEPICTED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
  3. COORDINATES BASED ON GPS OBSERVATION OF STATION "DURBIN 2" AND STATION "ELZEY", NATIONAL GEODESIC SURVEY, 1983, ON APRIL 14, 2006. STATION "DURBIN 2" COORDINATES: N 2002535.8382 E 506877.0129 STATION "ELZEY" COORDINATES: N 2030457.6989 E 524684.1854 COORDINATE DATUM: STATE PLANE IN U.S. SURVEY FEET (FLORIDA EAST ZONE 801, N.A.D. 1983/1991.)
  4. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE, AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY OR OTHER REGULATORY AGENCIES WITH THE EXPLICIT UNDERSTANDING THAT THE RESULT OF SUCH APPROVALS IS NOT TO BE INTERPRETED AS AN ENDORSEMENT OR GUARANTEE OF THE ACCURACY OF THIS PLAT. APPROVALS PRIOR TO THE BEGINNING OF WORK, THIS WETLANDS JURISDICTIONAL LINE MAY BE SUPERSEDED AND REFINED FROM TIME TO TIME BY APPROPRIATE GOVERNMENT AGENCIES.
  5. JURISDICTIONAL WETLAND LINES DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NO. 115C-1, DATED OCTOBER 21, 1999 AND LAST REVISION ON FEBRUARY 14, 2006.
  6. CERTAIN EASEMENTS ARE RESERVED FOR FLORIDA POWER AND LIGHT FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.
  7. BLANKET EASEMENT OVER THE ENTIRE SITE AS DEPICTED HEREON IS HEREBY RESERVED FOR THE PURPOSES OF BUILDING MAINTENANCE, LANDSCAPE AND IRRIGATION.
  8. TRACTS A1 AND A2 (OPEN SPACE - CONSERVATION) ARE SUBJECT TO A CONSERVATION EASEMENT (C.E.) AS DEPICTED HEREON. THE CONSERVATION EASEMENT AREAS INCONSISTENT WITH ANY ACTIVITY IN OR USE OF THE CONSERVATION EASEMENT AREAS INCONSISTENT WITH THE PURPOSES OF THE CONSERVATION EASEMENT IS PROHIBITED. THE CONSERVATION EASEMENT EXPRESSLY PROHIBITS THE FOLLOWING ACTIVITIES AND USES:
    - A) UTILITIES OR OTHER STRUCTURES ON OR ABOVE THE GROUND, INCLUDING BUT NOT LIMITED TO POWER LINES, TELEPHONE LINES, CABLES, BILBOARDS OR OTHER ADVERTISING.
    - B) DUMPING OR PLACING SOIL OR OTHER SUBSTANCES OR MATERIAL AS LANDFILL OR DUMPING OR
    - C) REMOVAL, DESTROYING OR TRIMMING TREES, SHRUBS, OR OTHER VEGETATION.
    - D) PLACING OR PLACING SOIL, ROCK OR OTHER MATERIAL.
    - E) SURFACE USE, EXCEPT FOR PURPOSES THAT PERMIT THE LAND OR WATER AREA TO REMAIN PREDOMINANTLY IN ITS NATURAL CONDITION.
    - F) ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, SOIL CONSERVATION, OR OTHER NATURAL RESOURCES.
    - G) ACTS OR USES DETRIMENTAL TO SUCH RETENTION OF LAND OR WATER AREAS.
    - H) ACTS OR USES DETRIMENTAL TO THE PRESERVATION OF THE STRUCTURAL INTEGRITY OR PHYSICAL APPEARANCE OF SITES OR PROPERTIES OF HISTORICAL, ARCHITECTURAL, ARCHAEOLOGICAL, OR CULTURAL SIGNIFICANCE.
  9. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.
  10. BUILDING SETBACK LINES REQUESTED HEREON THAT ARE NOT LABELED 25' B.S.L. ARE REDUCED BUILDING SETBACK LINES PER SUBMITTAL SHADU 2010-13.

- LEGEND**
- DENOTES SET PRM, 4"x4" CM.
  - DENOTES SET PCP, STAMPED LB 3624
  - DENOTES SET P.C.
  - PRM PERMANENT CONTROL POINT
  - CM PERMANENT REFERENCE MONUMENT
  - LB LICENSED BUSINESS NUMBER
  - P.C. POINT OF CURVATURE
  - P.O.C. POINT OF CURVATURE
  - P.R.C. POINT OF REVERSE CURVATURE
  - P.C.C. POINT OF COMPOUND CURVATURE
  - R.P. RADIAL POINT
  - Δ CENTRAL ANGLE
  - R ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE
  - L1 TABULATED LINE DATA
  - C1 RIGHT OF WAY
  - R/W RIGHT OF WAY
  - C/L-E CENTERLINE EASEMENT
  - B.S.L. BUILDING SETBACK LINE (125.00')
  - O.R.B. DISTANCE TO BUILDING SETBACK LINE
  - P.C. OFFICIAL RECORDS BOOK PAGE



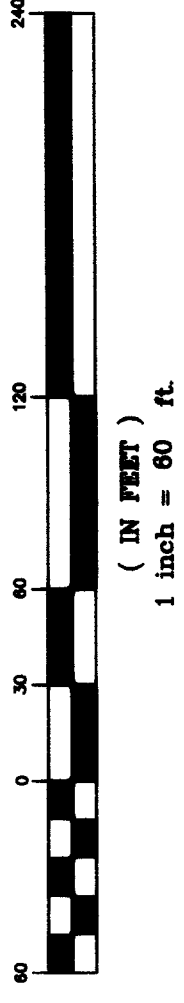
PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

# WILLOWCOVE PARK REPLAT

BEING A REPLAT OF WILLOWCOVE PARK, AS RECORDED IN MAP BOOK 63, PAGES 19 THROUGH 23, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING WITHIN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST AND SECTION 6, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

SHEET 3 OF 5 SHEETS  
SEE SHEET 2 FOR NOTES

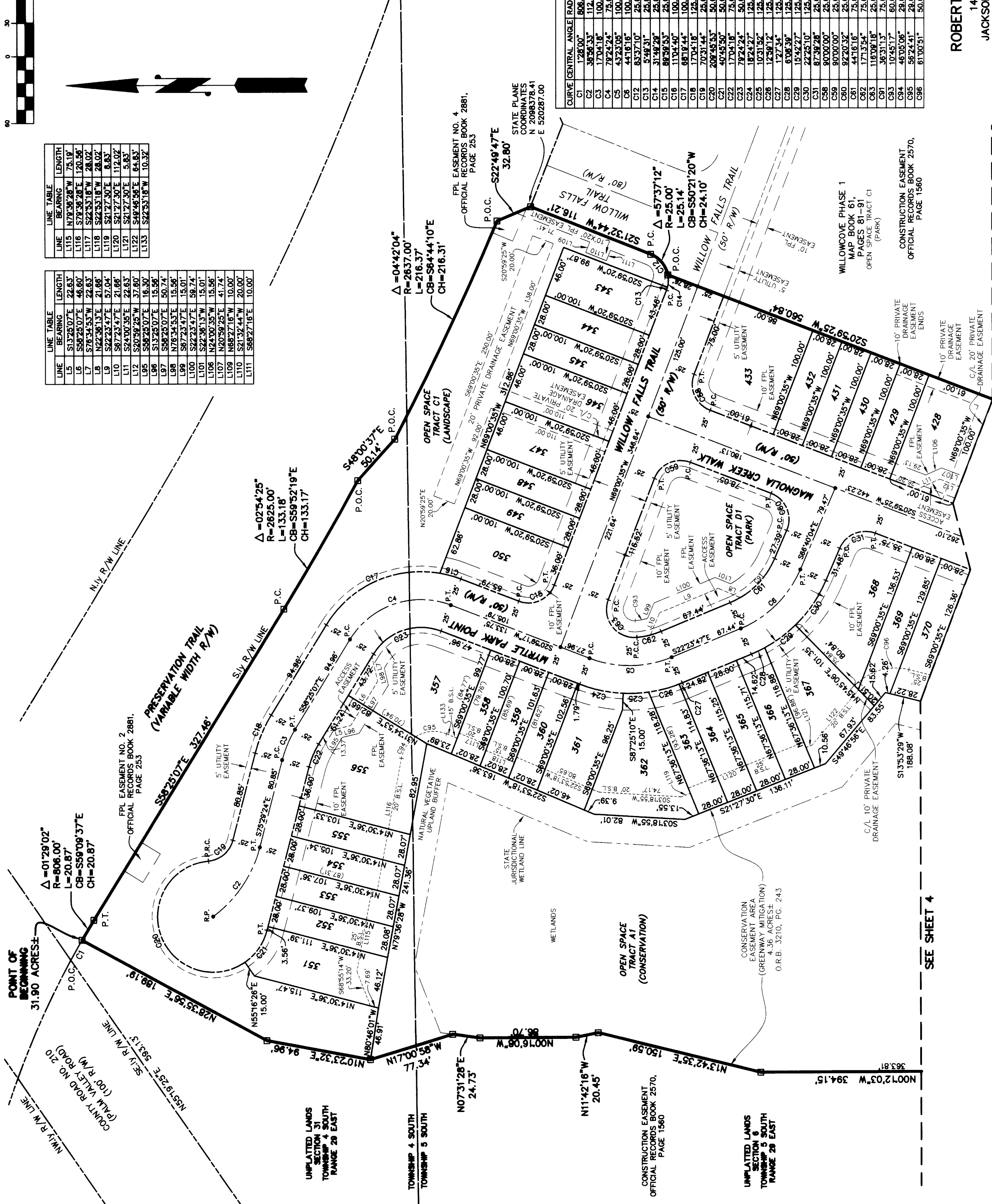
GRAPHIC SCALE



LINE	BEARING	LENGTH
L115	N73°35'28"W	75.19'
L116	S79°35'28"E	120.95'
L117	S22°53'18"W	28.02'
L118	S22°53'18"W	28.02'
L119	S21°27'30"E	8.83'
L120	S21°27'30"E	112.02'
L121	S21°27'30"E	3.83'
L122	S22°53'18"E	65.85'
L123	S22°53'18"E	10.32'

LINE	BEARING	LENGTH
L5	S13°25'07"E	22.63'
L6	S59°25'07"E	46.60'
L7	S75°53'53"W	22.63'
L8	N22°23'47"E	21.86'
L9	S22°23'47"E	57.04'
L10	S21°23'47"E	21.86'
L11	S24°00'35"E	22.63'
L12	S24°00'35"E	37.90'
L13	S24°00'35"E	18.36'
L14	S24°00'35"E	50.74'
L15	S22°23'47"E	15.56'
L16	S22°23'47"E	59.74'
L17	S22°23'47"E	15.01'
L18	N24°00'35"W	15.56'
L19	N20°59'25"E	41.74'
L20	N88°27'16"W	10.00'
L21	S21°32'44"W	20.00'
L22	S89°27'16"E	10.00'

- LEGEND**
- DENOTES SET PRIM. 4"X4" CH. STAMPED LB 3624
  - DENOTES SET POP. STAMPED LB 3624
  - PERMANENT CONTROL POINT
  - PRM PERMANENT REFERENCE MONUMENT
  - LB LICENSED BUSINESS NUMBER
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.O.C. POINT ON CURVE
  - P.A.C. POINT OF REVERSE CURVATURE
  - P.P. POINT OF COMPOUND CURVATURE
  - Δ CENTRAL ANGLE
  - R RADIUS
  - L ARC LENGTH
  - CH CHORD BEARING
  - CH CHORD DISTANCE
  - LI TABULATED LINE DATA
  - LI TABULATED CURVE DATA
  - R/W RIGHT OF WAY
  - C/A CENTERLINE
  - JEA-JE JEA UTILITY EASEMENT
  - B.S.L. BUILDING SETBACK LINE (125.00') DISTANCE TO BUILDING SETBACK LINE
  - PC.P. PLAT RECORDS BOOK
  - PC. PAGE



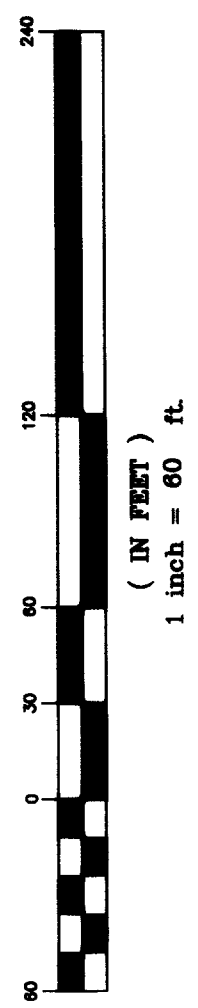
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	128.00°	806.00'	20.63'	S60°38'09"E	20.63'
C2	38°36'33"	112.50'	76.48'	S48°01'08"E	75.00'
C3	17°04'18"	100.00'	28.80'	N88°37'15"W	28.80'
C4	78°24'24"	75.00'	103.94'	N18°42'55"W	85.82'
C5	43°23'05"	100.00'	75.77'	S00°52'15"E	73.92'
C6	44°18'16"	100.00'	77.27'	S44°31'55"E	75.36'
C12	83°37'10"	25.00'	36.49'	N63°21'19"E	33.33'
C13	5°48'31"	25.00'	2.54'	S71°55'21"E	2.54'
C15	89°39'53"	25.00'	13.89'	S84°35'20"E	13.71'
C16	11°04'40"	100.00'	19.33'	N15°28'58"E	18.30'
C17	69°19'44"	100.00'	119.26'	N24°15'14"W	114.31'
C18	7°04'16"	125.00'	37.47'	N86°37'15"W	37.47'
C20	20°45'53"	50.00'	18.00'	S70°02'33"W	18.00'
C21	44°45'50"	50.00'	35.57'	S53°08'28"E	34.83'
C22	17°04'18"	75.00'	22.35'	N88°37'15"W	22.28'
C23	78°24'24"	50.00'	68.30'	N18°42'55"W	63.88'
C24	18°24'27"	125.00'	40.16'	S11°47'04"W	39.90'
C25	10°31'52"	125.00'	22.80'	S02°41'08"E	22.84'
C26	12°59'12"	125.00'	28.33'	S14°28'38"E	28.27'
C27	1°27'34"	125.00'	3.18'	S21°40'00"E	3.18'
C28	6°08'39"	125.00'	13.40'	S25°28'07"E	13.40'
C29	15°42'27"	125.00'	34.27'	S38°23'40"E	34.16'
C30	22°25'10"	125.00'	48.91'	S49°27'28"E	48.80'
C31	87°38'28"	25.00'	38.25'	N22°50'20"W	34.63'
C38	90°00'00"	25.00'	39.27'	S45°59'25"W	35.36'
C39	90°00'00"	25.00'	39.27'	N24°00'35"W	35.36'
C40	92°20'32"	25.00'	40.29'	N9°10'40"E	38.07'
C41	4°16'16"	75.00'	57.85'	S44°31'55"E	56.52'
C42	17°13'34"	75.00'	22.56'	S13°46'50"E	22.47'
C43	18°09'15"	25.00'	30.88'	S24°34'55"W	24.00'
C44	18°45'17"	60.00'	11.26'	S10°32'31"E	11.26'
C45	48°05'06"	28.81'	23.82'	S56°33'55"E	23.18'
C46	58°24'41"	28.81'	29.15'	S65°18'02"E	27.88'
C47	61°00'51"	50.00'	53.24'	S16°36'56"E	50.76'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

SEE SHEET 4



GRAPHIC SCALE



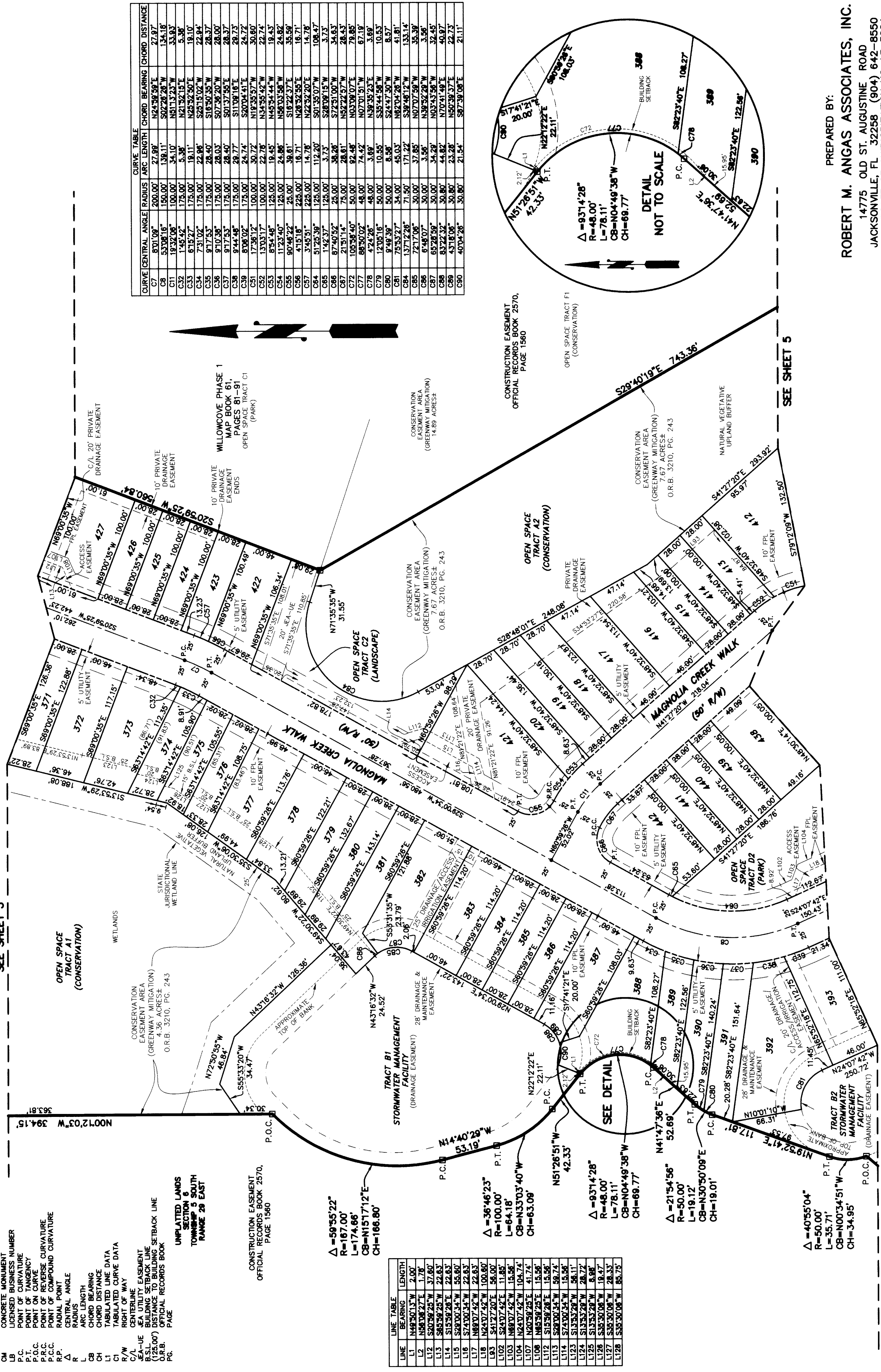
# WILLOWCOVE PARK REPLAT

BEING A REPLAT OF WILLOWCOVE PARK, AS RECORDED IN MAP BOOK 63, PAGES 19 THROUGH 23, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING WITHIN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST AND SECTION 6, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

- LEGEND**
- DENOTES SET. PRM. 4"x4" CM, STAMPED LB. 3624
  - DENOTES SET. POP. STAMPED LB. 3624
  - PERMANENT CONTROL POINT
  - CM PERMANENT REFERENCE MONUMENT
  - LB CONCRETE MONUMENT
  - LB LICENSED BUSINESS NUMBER
  - P.C. POINT OF CURVATURE
  - P.O.C. POINT ON CURVE
  - P.R.C. POINT OF REVERSE CURVATURE
  - P.C.C. POINT OF COMPOUND CURVATURE
  - R.P. RADIAL POINT
  - Δ CENTRAL ANGLE
  - R ARC RADIUS
  - L ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE
  - L1 TABULATED LINE DATA
  - C1/C2 COORDINATE
  - C/W CURVE DATA
  - SEA-UE SEA UTILITY EASEMENT
  - B.S.L. BUILDING SETBACK LINE (125.00' DISTANCE TO BUILDING SETBACK LINE)
  - P.C.B. P.C. BEARING
  - P.C.D. P.C. DISTANCE

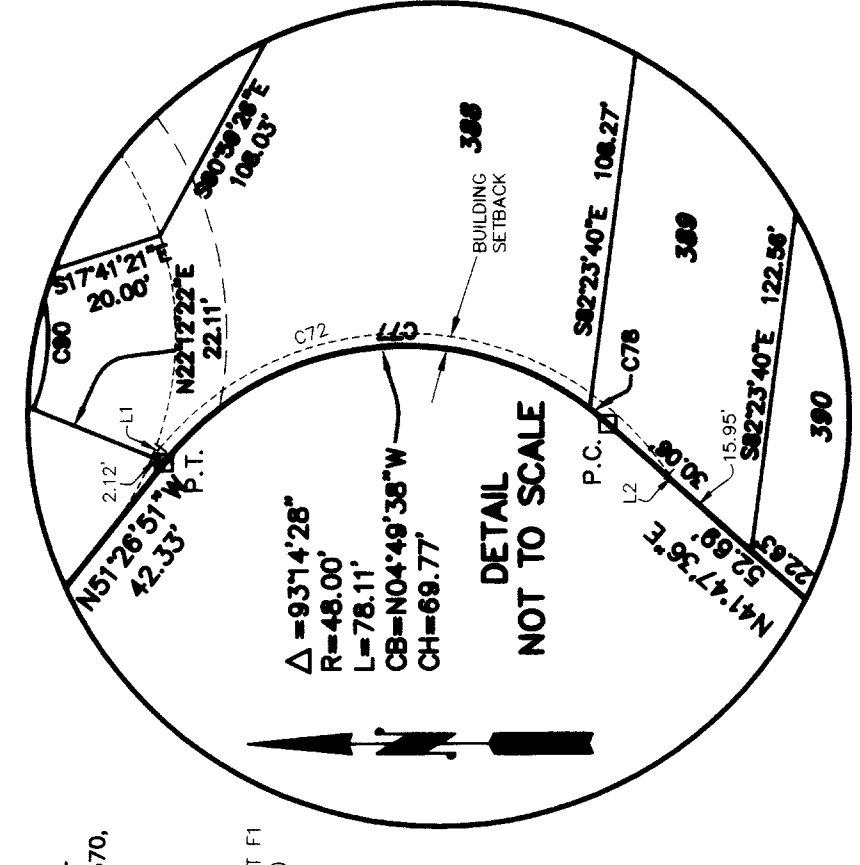
UNPLATTED LANDS  
SECTION 6  
TOWNSHIP 5 SOUTH  
RANGE 29 EAST

CONSTRUCTION EASEMENT  
OFFICIAL RECORDS BOOK 2570,  
PAGE 1580



**CURVE TABLE**

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C7	8701.08°	200.00'	27.89'	N22°59'59"E	27.87'
C8	52308.18°	150.00'	198.11'	S82°28'28"W	134.18'
C11	18320.06°	100.00'	34.10'	N81°13'23"W	33.82'
C32	148.42°	175.00'	5.38'	N21°32'15"E	5.36'
C34	913.27°	175.00'	18.11'	S82°39'00"E	18.36'
C35	313.54°	175.00'	24.85'	S10°02'00"W	24.84'
C36	8710.38°	175.00'	28.03'	S02°38'20"W	28.00'
C37	8717.63°	175.00'	28.40'	S01°37'58"E	28.37'
C38	8744.48°	175.00'	28.77'	S01°08'18"E	28.75'
C39	8708.02°	175.00'	28.74'	S02°04'41"E	28.72'
C51	1736.12°	100.00'	30.72'	N19°35'57"W	30.80'
C52	1303.17°	100.00'	22.78'	N34°55'42"W	22.74'
C53	8754.48°	125.00'	19.45'	N45°54'44"W	19.43'
C54	1123.40°	125.00'	24.86'	N50°03'58"W	24.82'
C56	9048.22°	25.00'	38.61'	S18°22'37"E	35.59'
C58	4151.8°	225.00'	16.71'	N28°32'55"E	16.71'
C57	3455.51°	225.00'	14.78'	N22°32'00"E	14.78'
C64	5129.39°	125.00'	112.20'	S01°35'07"W	106.47'
C65	142.37°	125.00'	3.73'	S48°39'15"W	3.73'
C66	8740.52°	25.00'	38.28'	S72°31'00"W	34.63'
C67	2151.14°	75.00'	28.61'	N52°22'37"W	28.43'
C72	10538.40°	50.00'	92.48'	N03°09'07"E	78.85'
C76	8630.02°	48.00'	74.42'	N07°01'51"W	67.18'
C78	124.28°	48.00'	3.88'	S89°34'42"W	10.83'
C80	128.38°	50.00'	8.58'	S24°13'30"W	8.57'
C81	7535.27°	34.00'	45.03'	N62°04'28"W	41.81'
C84	13712.26°	71.80'	171.22'	S38°48'12"W	133.14'
C85	7217.08°	30.00'	37.85'	N07°07'59"W	35.39'
C86	6487.07°	30.00'	3.95'	N38°32'28"W	3.95'
C87	6528.59°	30.00'	34.29'	N02°43'58"W	32.45'
C88	8322.32°	30.80'	44.82'	N70°41'49"E	40.87'
C89	4318.08°	30.80'	23.28'	N50°39'37"E	22.73'
C90	4024.26°	30.80'	21.54'	S87°39'08"E	21.11'



PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
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CERTIFICATE OF AUTHORIZATION NO. LB 3624

SEE SHEET 5

SEE SHEET 3

CONSTRUCTION EASEMENT  
OFFICIAL RECORDS BOOK 2570,  
PAGE 1580

OPEN SPACE TRACT F1  
(CONSERVATION)

CONSERVATION EASEMENT AREA  
(GREENWAY MITIGATION)  
O.R.B. 3210, PG. 243

CONSERVATION EASEMENT AREA  
(GREENWAY MITIGATION)  
O.R.B. 3210, PG. 243

NATURAL VEGETATIVE  
UPLAND BUFFER

OPEN SPACE TRACT A2  
(CONSERVATION)

PRIVATE DRAINAGE  
EASEMENT

CONSERVATION EASEMENT AREA  
(GREENWAY MITIGATION)  
O.R.B. 3210, PG. 243

NATURAL VEGETATIVE  
UPLAND BUFFER

SEE DETAIL

CONSTRUCTION EASEMENT  
OFFICIAL RECORDS BOOK 2570,  
PAGE 1580

CONSERVATION EASEMENT AREA  
(GREENWAY MITIGATION)  
O.R.B. 3210, PG. 243

CONSERVATION EASEMENT AREA  
(GREENWAY MITIGATION)  
O.R.B. 3210, PG. 243

CONSERVATION EASEMENT AREA  
(GREENWAY MITIGATION)  
O.R.B. 3210, PG. 243

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N49°50'13"W	2.00'
L2	N58°08'27"E	1.78'
L12	S20°56'25"W	37.80'
L13	S85°59'25"W	22.63'
L14	S15°29'24"E	22.63'
L15	S29°00'34"W	55.80'
L16	S74°00'34"W	22.63'
L17	N89°07'42"W	100.00'
L18	S24°07'42"E	31.85'
L103	N69°07'42"W	15.58'
L104	N24°07'42"W	104.74'
L107	N20°58'23"E	41.74'
L108	N45°59'23"E	15.58'
L112	S15°29'24"E	15.58'
L113	S29°00'34"W	59.74'
L114	S74°00'34"W	15.58'
L123	S13°33'24"W	58.11'
L124	S13°33'24"W	28.72'
L125	S13°33'24"W	8.88'
L126	S35°30'06"W	19.47'
L127	S35°30'06"W	28.33'
L128	S35°30'06"W	85.75'

Δ = 59°55'22"  
R = 167.00'  
L = 174.66'  
CB = N151°17'12"E  
CH = 166.80'

Δ = 36°46'23"  
R = 100.00'  
L = 64.18'  
CB = N33°03'40"W  
CH = 63.08'

Δ = 93°14'28"  
R = 48.00'  
L = 78.11'  
CB = N04°49'38"W  
CH = 68.77'

Δ = 21°54'56"  
R = 50.00'  
L = 19.12'  
CB = N50°50'09"E  
CH = 19.01'

Δ = 40°55'04"  
R = 50.00'  
L = 35.71'  
CB = N00°34'51"W  
CH = 34.95'

# WILLOWCOVE PARK REPLAT

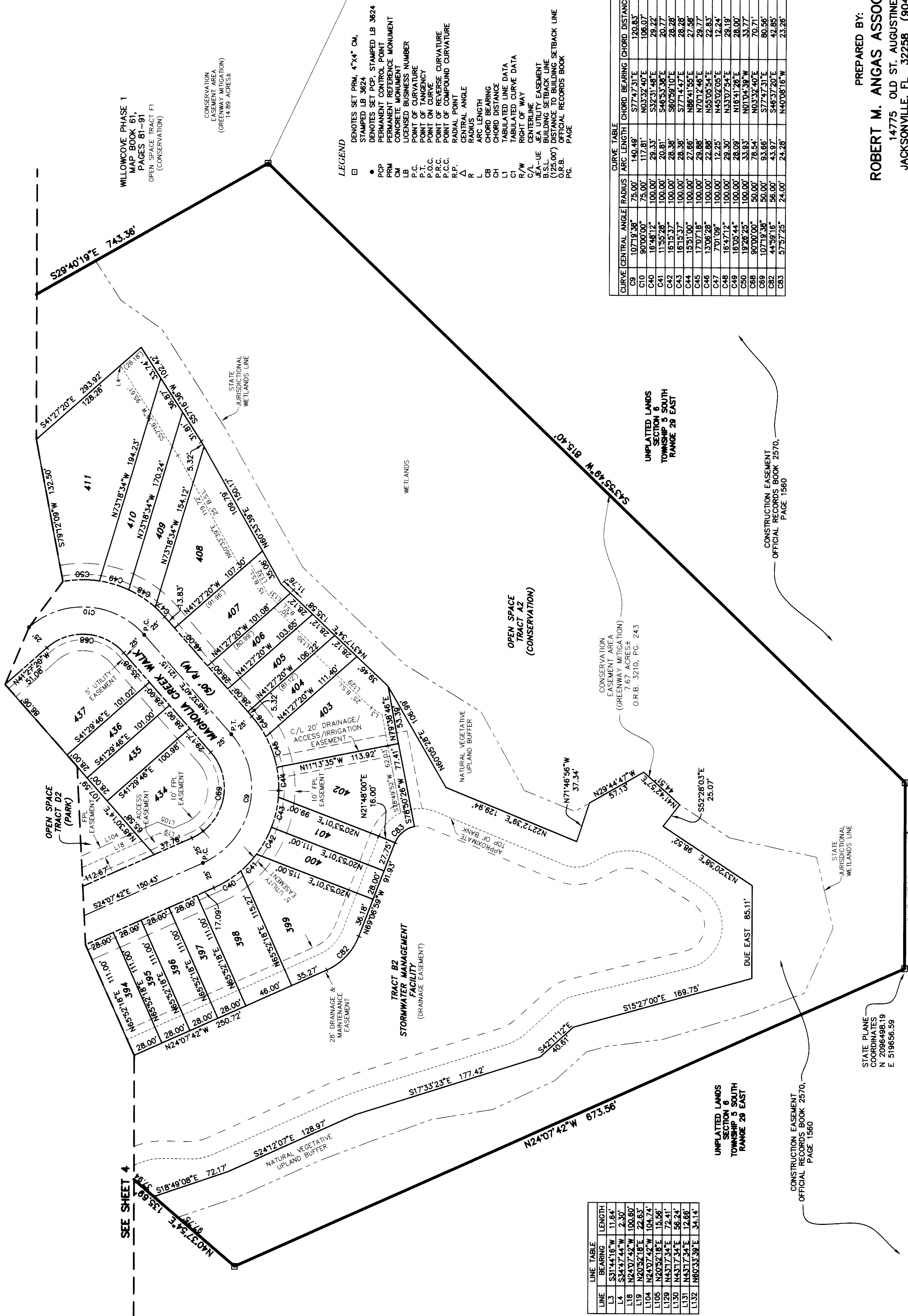
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MAP BOOK 66 PAGE 90

SHEET 5 OF 5 SHEETS

SEE SHEET 2 FOR NOTES

GRAPHIC SCALE



- LEGEND**
- DENOTES SET PRM, 4"x4" CM.
  - STAMPED LB 3624
  - PERMANENT EASEMENT
  - PERMANENT REFERENCE MONUMENT
  - CONCRETE MONUMENT
  - LICENSED BUSINESS NUMBER
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.C.C. POINT OF COMPOUND CURVATURE
  - P.C.C. POINT OF REVERSE CURVATURE
  - P.P. POINT OF POINT
  - △ CENTRAL POINT
  - R RADIUS
  - CHORD LENGTH
  - CHORD BEARING
  - CHORD DISTANCE
  - L1 TABULATED LINE DATA
  - C1 TABULATED CURVE DATA
  - R/W RIGHT OF WAY
  - C/L CENTERLINE
  - EASEMENT
  - FPL FLOOD PROOFING LINE
  - S.L. BUILDING SETBACK LINE
  - (125.00') DISTANCE TO BUILDING SETBACK LINE
  - O.R.B. OFFICIAL RECORDS BOOK
  - P.G. PAGE

LINE	BEARING	LENGTH
L3	S31°44'16"W	11.64'
L4	S44°57'44"W	2.30'
L18	N24°07'42"W	100.80'
L19	N20°52'18"E	22.63'
L104	N24°07'42"W	104.74'
L105	N20°52'18"E	15.56'
L128	N43°17'54"E	72.41'
L130	N43°17'54"E	56.24'
L131	N43°17'54"E	12.68'
L132	N60°33'58"E	34.14'

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C9	107°18'38"	75.00'	140.48'	S77°47'31"E	120.83'
C10	80°00'00"	75.00'	117.81'	N03°32'48"E	108.07'
C40	16°48'12"	100.00'	29.33'	S32°31'48"E	28.22'
C41	11°55'28"	100.00'	20.81'	S46°53'38"E	20.77'
C42	16°15'37"	100.00'	28.38'	S60°58'10"E	28.28'
C43	16°15'37"	100.00'	28.38'	S77°14'47"E	28.28'
C44	15°31'00"	100.00'	27.86'	N86°41'55"E	27.58'
C45	17°07'18"	100.00'	28.88'	N70°12'46"E	29.77'
C46	13°06'28"	100.00'	28.88'	N55°05'54"E	28.83'
C47	7°01'09"	100.00'	12.25'	N45°02'05"E	12.24'
C48	16°47'12"	100.00'	28.30'	N33°07'54"E	28.19'
C49	16°05'44"	100.00'	28.09'	N16°41'26"E	28.00'
C50	19°28'25"	100.00'	33.83'	N01°04'38"W	33.77'
C58	90°00'00"	50.00'	78.54'	N03°32'48"E	70.71'
C59	107°18'38"	50.00'	93.86'	S77°47'31"E	80.56'
C63	44°59'16"	56.00'	43.97'	S46°37'20"E	42.85'
C65	57°57'25"	25.00'	24.28'	N40°08'16"W	23.26'

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
 14775 OLD ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32258 (904) 642-8550  
 CERTIFICATE OF AUTHORIZATION NO. LB 3624

CONSTRUCTION EASEMENT  
 RECORDS BOOK 2570,  
 OFFICIAL PAGE 1560

CONSTRUCTION EASEMENT  
 OFFICIAL PAGE 1560

STATE PLANE  
 COORDINATES  
 N 2096488.19  
 E 519656.59

UNPLATTED LANDS  
 SECTION 6 SOUTH  
 RANGE 29 EAST

UNPLATTED LANDS  
 SECTION 5 SOUTH  
 RANGE 29 EAST

STATE JURISDICTIONAL  
 WETLANDS LINE

STATE JURISDICTIONAL  
 WETLANDS LINE

WETLANDS

NATURAL VEGETATIVE  
 UPLAND BUFFER

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## St. Johns County Board of County Commissioners

Growth Management | Development Review Division

November 7, 2011

Mr. Don Smith  
England-Thims & Miller, Inc.  
14775 Old St. Augustine Rd.  
Jacksonville, FL 32258

Dear Mr. Smith:

Re: Small Adjustment to Planned Unit Development Ordinance Number 2002-46, as amended, specifically to Town Center South (aka Willowcove), known as Nocatee PUD (PUD File Number 2002-02)

The Planning and Zoning Division application dated October 17, 2011 (File Number SMADJ 2011-33) requests a Small Adjustment to the Nocatee PUD, as approved by Ordinance 2002-46, as amended. The purpose of this request is to update the MDP Map to replace 100 townhomes lots in Parcel A with 65 single family lots and adjust dot lots based on lot modifications from townhomes to single family.

After reviewing the submitted information, the Planning and Zoning Division has determined that the request may be approved as a Small Adjustment to the PUD pursuant to Sections 5.03.05.A of the St. Johns County Land Development Code. The Planning and Zoning Division finds that each of the following conditions has been met:

1. The changes are in accordance with all applicable regulations currently in effect and the PUD regulations of this Code;
2. The changes do not reduce the number of parking spaces, below that which is required for the Uses within the PUD by more than two percent (2%);
3. The changes do not reduce the amount of open space/recreation area or change the location of open space/recreation area;
4. The changes do not change the location, number, or type of pedestrian or vehicular accesses;
5. The changes do not increase the Structure height;
6. The changes do not decrease any required Yards;
7. The changes do not increase the traffic generation more than two percent (2%); and
8. The changes are not determined to be a Minor Modification or Major Modification under the provisions of this section.

Accordingly, this letter serves as approval of the requested Small Adjustment to Nocatee PUD, approved by Ordinance No. 2002-46, specifically allowing and limited to the following:

**Update the MDP Map to replace 100 townhomes lots in Parcel A with 65 single family lots and adjust dot lots based on lot modifications from townhomes to single family.**

All other terms and provisions of the Nocatee PUD Ordinance 2002-46, as amended, shall remain applicable to this Development Project, unless otherwise modified pursuant to Section 5.03.05 of the Land Development Code. In order for this Small Adjustment to be effective, and pursuant to Section 5.03.05.E of the Land Development Code, this letter must be recorded with the Clerk of the Circuit Court of St. Johns County.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Blackford". The signature is stylized and cursive.

Michael Blackford  
Planning & Zoning Manager

**EXHIBIT E**  
Master Development Plan  
Town Center South Residential

**A. DESCRIPTION**

The Town Center South Residential project is located within the Nocatee Planned Unit Development (PUD 2002-02) approved pursuant to Ordinance 2002-46. The Nocatee DRI Development Order was approved pursuant to St. Johns County BCC Resolution 2001-30. Town Center South Residential is the first parcel within the Town Center to seek development approval.

The design for this master development plan is consistent with the guidelines outlined in the DRI Development Order and the PUD Ordinance, and is consistent with the New Town Future Land Use designation and the requirements of Comprehensive Plan Objective A.1.19. For the purposes of development and compliance with PUD and Comprehensive Plan requirements, the overall PUD property is considered a single site.

Development within Town Center South Residential project will be as per allowances for single-family and multi-family development within Town Center districts as specified in Nocatee PUD Ordinance 2002-46 as may be amended. Specifics of development not listed within this text will be allowable if stated as allowable in the Nocatee PUD Ordinance as may be amended.

The boundaries of Town Center South Residential are defined by the South Perimeter Loop Road right-of-way and wetlands geometry, with the Center Pass Greenway and the Snowden Greenway and wetlands systems surrounding the project boundaries south of the South Perimeter Loop Road. A portion of the proposed project boundary is overlaid by the existing CR 210 right-of-way.

The larger, contiguous portion of the project is designed as a cohesive neighborhood with central Neighborhood Commons accessible by pedestrian and bicycle travel from the single-family homes. This portion of the project is connected to the multi-family (condominium) portion of the project via a boardwalk across the Greenway wetlands system. A pedestrian boardwalk is also proposed to connect to the Town Center Community Park proposed to the east and to the Greenway Trailhead that is proposed to the west. The boardwalks and proposed pedestrian connections are shown on the MDP.

The Town Center South Residential community will have vehicular access from the South Perimeter Loop Road, with internal vehicular, bicycle and pedestrian interconnectivity as shown on the Master Development Plan. The configuration of the right-of-way for the South Perimeter Loop Road, including wetland impacts and future development roadway connections has been reviewed and approved under MDP 2003-09.

**B. Total Number of Acres included within the project.**

The Town Center South Residential MDP encompasses 334.35± acres.

**C. Total Number of Wetland Acres**

There are 60.6± wetland acres within the Town Center South Residential project boundary. The wetland impacts are estimated to be a maximum of 8.6± acres, with ±123.88 acres of wetlands preserved.

**D. Development Area and Land Use**

Town Center South Residential will be developed as a Town Center residential district as defined by the Nocatee PUD. Allowable uses within the district shall be as allowed by Table 4-1 and elsewhere within the Nocatee PUD Ordinance 2002-46.

As per Table 3-1 of the PUD Ordinance, Town Center as a whole has the following approvals:

	Approximate Development (Acres)	Preserved Wetlands (Acres)	Estimated Dwelling Units			OFFICE (SF)	COMMERCIAL (SF)	LIGHT INDUSTRIAL (SF)	HOTEL (Rooms)	ASSISTED LIVING (DU)	GOLF HOLES	PARKS (Acres)
			SF	MF	Total							
<b>TOWN CENTER</b>	1,100	61	800-1,100	1,500-2,500	2,300-3,500	2,757,000	778,000	100,000	335	540	0	86

The total area for the Town Center South Residential MDP is 334.35± acres. The approximate acreage by use is as follows. Actual acreage may be determined at the time of engineering plans: any changes to acreages will be within limits allowed by LDC 5.03.05 and the PUD, and all land use proportions required by the PUD, the DRI DO and the Comprehensive Plan will be adhered to accordingly.



<u>Use</u>	<u>Acres</u>
<b>Total Acres</b>	<b>334.35</b>
<b>Preserved Wetlands</b>	
Isolated Wetlands	5.52
Greenway Wetlands	118.36
<b>Buffers</b>	
Upland Buffer	18.26
Roadway Buffer	2.81
Other Greenway Uplands	6.69
<b>Collector Roads</b>	<b>4.63</b>
<b>Ponds</b>	<b>35.75</b>
<b>Parks / Amenity</b>	<b>7.26</b>
<b>Net Residential Acreage</b>	<b>135.07</b>

**E. Total Residential Units and Density.**

The density for residential development within Town Center South Residential is calculated in accordance with the Nocatee PUD.

Planned residential development is as follows:

USE	RESIDENTIAL			Net Acres <sup>1</sup>	Density <sup>1</sup>	Population <sup>2</sup>	School Age Children <sup>3</sup>
	Single Family	Multi Family	Total				
<b>Residential</b>	407	160	567	135.07	4.20	1,389	249
<b>Total</b>							
<b>% of Total Residential Units<sup>3</sup></b>	72	28					

1. Density is calculated in compliance with the PUD Ordinance, based on Net Acreage=(Gross Acreage)-(Wetlands & Preservation lands)-(Ponds)-(Parks)-(Other Non-Residential uses).
2. The population is calculated as 2.45 persons per household. The estimate of school age children is calculated as .44 per household, consistent with the DRI.
3. As per Comprehensive Plan Policy A1.19.3, a minimum of 50% of the total residential units must be single-family, and a minimum of 30% must be multi-family. The Nocatee PUD, as a whole, meets this requirement.

**F. Total Intensity of Non-Residential Development**

All non-residential development within Town Center South Residential will be accessory to the residential development within the project. Structures such as gazebos, decks, boardwalks, and other amenity structures associated with the development will be shown on the appropriate construction plans if permitting is required.

**G. Development Criteria**

The following development criteria are a part of the Nocatee PUD Ordinance; development within Town Center South Residential will include detached single-family, and townhome and condominium multi-family development. The residential development within Town Center South Residential will comply with the following standards:

	Town Center	TNR
<b>Residential density (net du/acre)<sup>3</sup></b>	3-50	
<b>Maximum Bldg. Height<sup>1</sup></b>	90'	45'
<b>Minimum Floor Area (sf)</b>		
Accessory Apartments	400	400
<b>Single Family</b>	<i>Allowable as TNR</i>	
Minimum lot size		3,000 sf
Minimum lot width		30'
Setbacks: <sup>2</sup>		
FRONT: Building		10'
Porch <sup>5</sup>		5'
Garage-front facing		20'
Alley Front		3'
SIDE: Street Side/ Corner lots		5'
Other Sides		2'
Zero lot (side/other side)		2'/8'
REAR: Primary Structure		10'
Garages / Other Accessory structure) <sup>6</sup>		3'
<b>Multi Family</b>	<i>allowable</i>	
Minimum Lot Size	2,000	
Minimum Lot Width	14	
Setbacks:		
FRONT: Building	0'	
Garages & Car Ports	20'	
Alley Front	3'	
SIDE	0'	
Side Street	0'	
REAR	0'	
Rear Garages / Other Accessory structure) <sup>6</sup>	0'	

- (1) a. Structures exceeding thirty-five (35) feet must contain an automatic sprinkler system designed and installed in accordance with the latest edition adopted by the Florida Fire Prevention Code of, NFPA 13 or equivalent standard as adopted in the Florida Fire Prevention Code or as otherwise approved by St. Johns County Fire Services.
- b. The height limitations do not apply to any new roof structures for housing elevators, stairways, tanks, ventilating fans, solar energy collectors or similar equipment required to operate the building (provided the structure shall not cover more than 20% of the roof area or extend over 10 feet in height), nor to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, vents or other similar structures which may be erected above the height limit, nor to fire or parapet walls providing that such walls shall not extend more than five (5) feet above the roof.
- (2) All setbacks are subject to drainage easements and adjustments to conform to fire and building codes. Setbacks are measured from the outside foundation wall of the structure. Single family overhangs shall not protrude over lot lines. The alley front yard setback shall be measured from the property line or easement lines for the alley whichever is more

restrictive. Setbacks for pools (with and without screen enclosures) and accessory structures shall be a minimum of 5 feet. Setbacks for pool equipment and air conditioning units, etc. shall be a minimum of 2 feet. Accessory uses, including, but not limited to pool enclosures, are allowed in side and rear yards. Driveway setbacks from property lines for VR and SRVN zoning districts shall follow the St. Johns County Land Development code requirements.

- (3) Residential Density (net du/ac) is calculated on an allocated land use basis and includes the development tract or lots and the right of way of local streets directly serving the residential use. Wetlands, retention ponds and lakes, parks and other non-residential land uses associated with the residential parcels is not part of the density calculation.
- (4) All definitions to the above design standards are provided in the St. Johns County Land Development Code unless noted otherwise.
- (5) A reduction of the front yard setback is permitted on those single family structures which have porches that are at least one half (50%) of the width of the main structure.
- (6) Guest Houses and/or separated accessory apartments will be considered accessory structures and will only be required to meet accessory structures setback requirements.

### **Single Family**

Single-family development will follow the design criteria listed above. Parking will be supplied based on 2 parking spaces per dwelling unit. Parking may be as allowed by the PUD Ordinance 2002-46 as may be amended. The single-family neighborhoods will be developed according to TNR standards as specified in the PUD text.

As per PUD Section 5.5.4, a maximum block length within the single-family residential may not exceed ten times the average lot width, up to 1,000 feet. Block lengths may be increased by no more than one and one-half of the maximum if one or more of the following conditions are met to preserve and design around environmentally sensitive lands; where parks or civic spaces are provided at the end of a block; where pedestrian and bicycle pathways connect to adjacent streets; or where other design elements including conservation areas are used to interrupt a continuous streetscape. Block length applies to all blocks with cross streets.

Consistent with PUD Sec. 6.3.2, identical housing design and front lot facades are discouraged within same street blocks.

Allowable uses within the Single Family district will be as per Table 4-1 and elsewhere within the Nocatee PUD Ordinance 2002-46 as may be amended.

If required by the Nocatee DRI Development Order, a 'safe room' will be constructed in all detached single-family residences.

### **Multi-Family**

Multi-family development will follow the design criteria listed above. Parking will be supplied based on 2 parking spaces per dwelling unit. Parking may be as allowed by the PUD Ordinance 2002-46 as may be amended. Multi-family development may be condominium, townhome, or other attached housing.

Allowable uses within the Multi-Family district will be as per Table 4-1 and elsewhere within the Nocatee PUD Ordinance 2002-46 as may be amended.

**Site Clearing**

St. Johns County may issue permits for clearing for portions of the Town Center South Residential site subsequent to initial review and prior to final approval of construction plans if the Urban Forestry staff has approved the proposed tree mitigation plans and Engineering Technical has approved drainage plans; however all other federal, state and regional permits related to land clearing, grading and earthwork must be obtained prior to work being initiated. No preserved buffers, preserved wetlands or otherwise conserved lands shall be cleared. The developer shall mitigate for any protected trees to be removed by such clearing activity as required by the Land Development Code or PUD Sec. 6.2.12.

For the purposes of the Neighborhood Site Plan required for construction plan review, calculation of tree credit requirements for single family residences will be based on individual lot size.

Clearing and grading operations will be in compliance with the PUD, DRI DO and the LDC as applicable and best management practices shall be followed during construction activities including the installation of erosion control measures that shall be placed at the limits of clearing or when deemed appropriate at the landward edge of the upland buffer.

**Signs**

All signage shall comply with the allowances of the Land Development Code as may be modified by the Unified Sign Plan. Potential signage location is shown on the MDP. Sign locations for all areas shown as "Future Development" will be shown on the corresponding incremental MDP.

**Fencing**

The developer, at his option, may erect a fence or wall up to 8 feet high along all or parts of the perimeter of the property in accordance with the PUD text and the Land Development Code. This fence or wall may be considered part of the perimeter screening in accordance with the land development regulations if such screening is required. Individual lot owners may construct fences in accordance with the Land Development Code and the Nocatee PUD Ordinance 2002-46.

**H. Infrastructure**

- **Drainage**

The stormwater system shall be designed in accordance with the requirements of St. Johns County and the St. Johns River Water Management District. A master storm drainage system may be designed to serve multiple uses and areas. One or several POA, HOA, or CDDs will maintain all privately owned common drainage

and retention facilities and tracts. Roads and drainage and retention facilities may be proposed for dedication to St. Johns County.

- **Roads**

Access to the project development shown shall be from South Perimeter Loop Road. All local road rights-of-way shall be a minimum of 50 feet except where greater widths are shown on the MDP map. The roadway system within the MDP may be proposed for dedication to St. Johns County. The road locations shown on the MDP map are conceptual and subject to change on the construction plans in accordance with LDC Section 5.03.05.

Town Center South Residential may waive those portions of the Land Development Code relative to roadway design as allowed by the Nocatee PUD. These waivers will be determined at the time of construction plan submittal as allowed by the PUD Ordinance.

- **Parking**

On-street parking (both 45 degrees and 90 degrees) is permitted within the Town Center. Ninety degree on street parking is limited to guest parking for townhome and condominium units.

- **Non-Vehicular Access**

A sidewalk/ multi-purpose path is being provided adjacent to South Perimeter Loop Road as shown on MDP 2003-09. The sidewalk along South Perimeter Loop Road is shown on the Town Center South Residential MDP for reference and to demonstrate pedestrian interconnectivity.

A system of sidewalks and pedestrian boardwalks is shown on the Town Center South Residential MDP map. This non-vehicular network provides interconnectivity between development areas, thereby reducing the need for vehicular travel. Bike racks shall be provided at the recreation facilities; location of bike racks will be specifically shown on construction plans.

The general location of future pedestrian connection to the Greenway Trail to the south of the project is shown on the MDP. The general location of the future pedestrian boardwalk connection to the community park east of the project site and to the Greenway Trail Head to the west of the site are shown on the MDP; the specific locations may be modified according to boardwalk plans, but such modification will be in compliance with LDC Section 5.03.05.

- **Open Space / Parks / Recreation / Community Centers**

The Town Center South Residential MDP includes a number of parks and recreation areas as identified on the MDP map. There are two Community Parks (a minimum of one-acre each) which may include a multi-purpose field or court, playground, picnic area, water features, furnishings, shelters and passive open space. This park may also include a swimming pool with associated restroom building and pavilion, and other accessory buildings. All lots within this MDP are within one half mile of a Community Park.

Additional Neighborhood Parks and Neighborhood Greens are shown on the MDP map. Neighborhood Parks may have picnic areas, furnishings and playground equipment. Neighborhood Greens may have furnishings and landscaping. All residences are within  $\frac{1}{4}$  mile of a neighborhood park or green, community park, or greenway. All dwelling units are within  $\frac{1}{2}$  mile of a neighborhood or community park.

Active recreation areas for multi-family development are provided (at 150 sf / DU) based on neighborhood commons, neighborhood parks, and active recreation centers within the development. The active recreation/ amenity area within the Condominium parcel is 0.6 acres minimum. Active recreation components for multi-family development will be within  $\frac{1}{4}$  mile of the development.

- **Fire Protection**

Fire protection will be installed in accordance with LDC Part 6.03.

- **Solid Waste**

St. Johns County shall provide for solid waste disposal for residential use.

#### **I. Water and Sewer**

JEA or its designees, successors or assigns will provide water and sewer. Re-use will be the primary source of irrigation for multi-family development, common areas, and each single-family home. Reuse will consist of both metered treated effluent and stormwater ponds as sources for irrigation.

#### **J. Soils**

A Soils Map is included in the Map Exhibits. The soil types and community development potential are identified in a table associated with the map.

#### **K. Upland Forest and Wetlands**

A copy of the FLUCFCS map is provided in the Map Exhibits. The Land Development Code requires conservation of 5% of Upland Natural Vegetation on site, which may be included in the upland buffers, and the Nocatee PUD as a whole has met this requirement.

#### **L. Significant Natural Communities Habitat**

The Nocatee PUD as a whole meets the requirement for conservation of Significant Natural Communities Habitat. The conservation areas approved pursuant to the DRI Development Order and the PUD Ordinance 2002-46 are not located within Town Center South Residential. The Xeric Habitat planned for conservation is outside the limits of the Town Center South Residential MDP, but is shown on the MDP map for reference.

### **M. Known or Observed Historic Resources**

The property within the Nocatee PUD underwent analysis for Historic Resources during the DRI review process. No Historic Sites were designated within Town Center South Residential. The archeological site shown on Exhibit 2 of the Nocatee PUD is within the Xeric Habitat/ Archeological Site area shown for reference on the Town Center South Residential MDP map.

### **N. Buffering and Landscaping**

#### **Upland Buffers**

A minimum 25-foot vegetative upland buffer shall be provided adjacent to contiguous preserved wetlands consistent with the approved Development Order and the PUD Ordinance. Buildings with permanent foundations shall be set back 25 feet from the minimum required upland buffer adjacent to contiguous wetlands. The vegetative upland buffer and building setbacks are shown on the MDP map, and shall be shown on the construction plans. In accordance with LDC Section 4.01.06.B.2, accessory uses provided in Section 2.02.04 shall be permitted within the twenty-five foot building setback; specifically, pools and pool enclosures are allowed within the building setback.

An average 25-foot vegetative upland buffer shall be provided adjacent to isolated wetlands consistent with the approved Development Order and the PUD Ordinance. The averaged upland buffer shall not be less than 15 feet in any area and shall achieve an overall greater upland buffer than when applying the non-averaged upland buffer. Buffer areas may be adjusted on construction plans provided the average and minimum upland buffer requirement are met.

Upland buffers provided will be either existing uplands adjacent to wetlands, or may be provided by fill material in the case of impacted wetlands. In the case of buffers provided by fill material where wetlands are impacted, the 'created' upland buffers shall be vegetated by a mixture of suitable native species plant materials. In both cases, the upland buffers will then remain as undisturbed buffers except as may be allowed by the Land Development Code.

Per Section 7.4.5 of the Nocatee PUD, dot lots are allowed where unusual or irregular wetland line geometry causes irregularity in buildable area within a lot. The required building setbacks on a dot lot may be reduced to a minimum of 10 feet from the upland buffer. Dot lots with Town Center South Residential are shown on the MDP.

Upland buffers and building setback to those upland buffers for all areas labeled as 'Future Development' will be shown on future incremental MDP applications.

When the upland buffer and the Greenway are collocated, the requirements of the upland buffer will prevail.

**Landscaping**

Landscaping within the development will follow the requirements of the Land Development Code as modified by the PUD Ordinance. The Master Tree Plan guidelines for the PUD will be implemented, with compliance shown at the time of construction plan submittal.

For the purposes of the Neighborhood Site Plan required for construction plan review, calculation of tree credit requirements will be based on individual lot size.

**Roadway Buffers**

A minimum twenty (20) foot buffer is provided between the residential development and the South Perimeter Loop Road in accordance with PUD Ordinance 2002-46 Section 5.5.9. The buffer is shown on the MDP.

**O. PUDs in special districts**

The Town Center South Residential MDP is not located in a special district as defined by Land Development Code Article III.

**P. Temporary Uses**

Temporary Construction Trailer and/or Sales Trailer with associated temporary access and parking may be provided for each of the MDP "parcels", with access off the South Perimeter Loop Road. Temporary uses (including but not limited to construction trailers, sales offices, temporary signage, etc) shall be allowed to be placed on site and moved throughout the site as construction progresses in accordance with the LDC and the PUD Ordinance 2002-46 as may be amended. Temporary uses shall be removed within 30 days after the issuance of the final certificate of occupancy for the project.

Other permitted uses: the dirt removed from the stormwater ponds or wetland creation areas may be used on-site as fill for individual home sites, stockpiled anywhere within the boundaries of the site (except in the required buffer or preserved wetland areas) or transported off site. Excavation will be limited to those areas delineated on the construction plans and will be performed only in areas with an approved development permit. Air curtain incinerators or burn sites may also be located within the project boundary. Silvicultural practices may occur in areas of the property where construction has not commenced (except in the upland buffer or preserved wetland areas) in accordance with the Section 7.5 of the PUD.

Model homes, including those with temporary sales centers, may consist of up to ten percent (10%) of the total number of lots within Town Center South Residential as shown on the MDP and as per construction plan approval. Model homes without a sales office may be constructed with approved construction plans but prior to final Plat approval. Model homes with a sales office may be constructed with approved construction plans and as-built drawings, but prior to final Plat approval.

Model Homes may be located in a specifically designated area (i.e. "Model Bank") or may be located within the neighborhood. Model homes will provide parking to accommodate the model



home and sales office, if applicable. Parking may be provided in the driveway of the model home or within a temporary parking area that may be located within a tract or platted lot. The parking area shall be stabilized with materials such as mulch, coquina, crushed stone, gravel, concrete, or asphalt, in a manner acceptable to the County Administrator. Model homes, including those with temporary sales centers, may remain within each development area until all homes within that area are sold. In the case of a "Model Bank", the homes may be used as models until all other homes within Town Center South Residential have received a Certificate of Occupancy.

**Q. Accessory Uses**

Accessory uses shall be in accordance with the Land Development Code and the PUD Ordinance 2002-46 as may be amended. Non-habitable structures for civic, recreational, and passive/ open space development such as gazebos, arbors, viewing platforms, boardwalks, docks, etc., as well as utility infrastructure structures and equipment will be shown on specific development permit plans and will be in compliance with all PUD and LDC requirements: such accessory structures and utility infrastructure improvements are not required to be shown on MDP maps.

**R. Phasing Schedule**

The project will be developed in one phase. Construction and platting may occur in multiple phases in accordance with Land Development Code allowances and requirements. Commencement shall be defined as approval of construction plans. Completion shall be defined as approval of As-Builts of the roads (or vehicular access and parking infrastructure) and drainage facilities.

USE	UNITS	MDP PHASE A 2005-2009
<b>Residential</b>		
<b>Single Family</b>	Lots	407
<b>Multi-Family</b>	DU	160
<b>TOTAL</b>		<b>567</b>
<b>Active Recreation, Amenity &amp; Neighborhood Parks</b>	Acres	7.26

**S. Project Impact and Benefits**

There is adequate capacity to serve this project including water, sewer, and roads. Town Center South Residential will be a residential neighborhood as allowed under the Nocatee PUD and Development Order.

Justification for this project is as follows:

1. The property is located within the New Town land use district and the proposed development is consistent with that designation.

2. The impacts from this project have been duly considered in the DRI and the PUD process, and the proposed development is consistent with, and helps to implement, the conditions in the DRI development order.
3. The project will not adversely affect the orderly development of St. Johns County as embodied by the LDC and the St. Johns County Comprehensive Plan.
4. The proposed development is compatible with the surrounding zoning and comprehensive plan, as well as the overall trend in the area.
5. The development of a master planned community with extensive infrastructure and community support results in neighborhoods that are attractive to a range of homebuyers.
6. The project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties and will accomplish the objectives, standards and criteria set forth in the Land Development Code.
7. The infrastructure, recreational, and community support amenities to serve this project are in place or will be constructed.

**T. Waivers, Variances or Deviations**

Specific waivers to the Land Development Code were requested and approved under the Nocatee PUD Ordinance 2002-46 as may be amended. The Town Center South Residential development may utilize any of the approved waiver allowances listed in that Ordinance, as well as any future allowances allowed by modification of the PUD Ordinance.

**U. Binding all Successors and Assigns entitled to the same conditions of the PUD and MDP.**

The applicant, its successors and assigns, hereby stipulate and agree to proceed with the proposed development in accordance with the PUD Ordinance 2002-46 as adopted by the St. Johns County Board of County Commissioners and as may be amended. The applicant, its successors and assigns also agree to comply with all conditions and safeguards established by the St. Johns County Board of County Commissioners regarding said PUD.

**V. If designated as more than one future land use designation**

The project is located wholly within a single future land use designation: New Town on the St. Johns County 2015 Future Land Use Map.

2

Prepared by and return to:  
Vickie A. Rianda

Island Title of St. Augustine LLC  
2085 A1A South Suite 206  
St. Augustine, FL 32080  
904-471-7272  
File Number: 12-03306

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 27th day of July, 2012 between **Randy Diaz and Claudia Paola Gonzalez, husband and wife**, whose post office address is **350 South Miami Avenue, Apartment 2003, Miami, Florida 33130**, grantor, and **Glenn C. Ramsden and Susan J. Ramsden, husband and wife**, whose post office address is **2189 County Road 965 North, Varna, Illinois 61375-9320**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **St. Johns County, Florida** to-wit:

**Lot 174, Cypress Lakes Unit Two, Phase B, a subdivision according to the plat thereof recorded at Map Book 54, Pages 50 through 55, Public Records of St. Johns County, Florida.**

**Parcel Identification Number: 137367-1740**

**Subject to covenants, restrictions, reservations and easements of record, if any, and taxes for the current and subsequent years.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

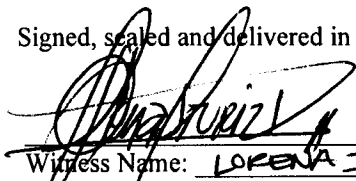
**To Have and to Hold**, the same in fee simple forever.

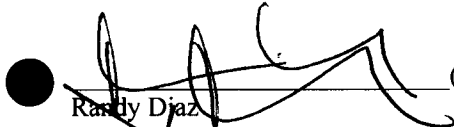
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2011**.

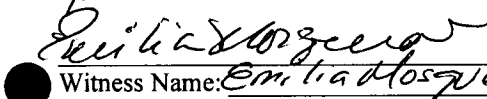
DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: LORENA ISTURIZ

 (Seal)  
Randy Diaz

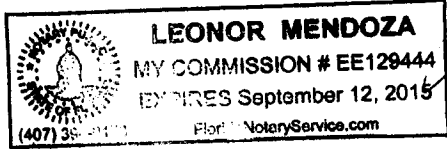
  
Witness Name: EMILIA MOSQUERA

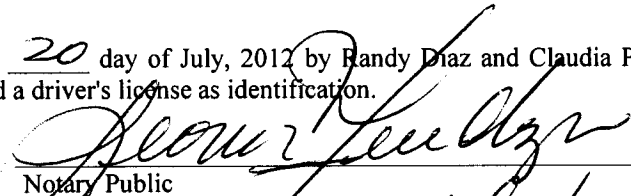
 (Seal)  
Claudia Paola Gonzalez

State of Florida  
County of DADE

The foregoing instrument was acknowledged before me this 20 day of July, 2012 by Randy Diaz and Claudia Paola Gonzalez, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]



  
Notary Public  
Printed Name: Leonor Mendoza  
My Commission Expires: 09/12/2015

2  
⑥  
THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

→ David P. Barker, Esquire  
Roetzel & Andress, LPA  
420 South Orange Ave., 7<sup>th</sup> Floor  
Orlando, FL 32802-6507  
(407) 835-8553

Purchase Price: \$1,200,000.00  
State Documentary Stamps: \$8,400.00

### SPECIAL WARRANTY DEED

**THIS INDENTURE**, made this 9<sup>th</sup> day of July, 2012, by **CENTEX HOMES**, a Nevada general partnership, whose place of business is 2301 Lucien Way, Suite 400, Maitland, Florida 32751 ("**Grantor**"), in favor of **DREAM FINDERS HOMES, LLC**, a Florida limited liability company, whose place of business is 12428 San Jose Boulevard, Suite 5, Jacksonville, FL 32223 ("**Grantee**").

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of partnerships and corporations, wherever the context so permits or requires.

#### **WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situate and lying in St. Johns County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference (the "**Property**").

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

**AND**, Grantor hereby warrants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good, right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by through or under the Grantor but against none other; and that the property is free and clear of all liens and encumbrances, subject to taxes accruing subsequent to December 31, 2012, and those matters as set forth in Exhibit "B" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in the name by its lawful representative hereunto duly authorized, on the date first written above.

Signed, sealed and delivered in our presence:

**CENTEX HOMES**, a Nevada general partnership

By: **Centex Real Estate Corporation**, a Nevada corporation, its Managing General Partner

Kelly V. Costantino  
Signature  
Kelly V. Costantino  
Print Name

By: [Signature]  
Name: GREGORY CLARK  
Title: VP OF LAND DEV'T

Tanya McCuen  
Signature  
Tanya McCuen  
Print Name

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9th day of July, 2012, by Gregory Clark, as VP - Land Development of **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation, the Managing General Partner of **CENTEX HOMES**, a Nevada general partnership, on behalf of said partnership and corporation. He [] is personally known to me, or [] produced \_\_\_\_\_ as identification.

Kelly V. Costantino  
Print Name: Kelly V. Costantino  
Notary Public-State of Florida at Large  
Commission No.: EE162222  
My Commission Expires: 01/23/2016

[Affix Notary Seal]



**EXHIBIT "A"**

**Willowcove Park**

All land set forth in the map of WILLOWCOVE PARK, according to the Map thereof, as recorded in Map Book 66, pages 86-90, Public Records of St. Johns County, Florida

Tax Parcel I.D. Numbers:

070272-	3430	070272-	3820	070272-	4210
070272-	3440	070272-	3830	070272-	4220
070272-	3450	070272-	3840	070272-	4230
070272-	3460	070272-	3850	070272-	4240
070272-	3470	070272-	3860	070272-	4250
070272-	3480	070272-	3870	070272-	4260
070272-	3490	070272-	3880	070272-	4270
070272-	3500	070272-	3890	070272-	4280
070272-	3510	070272-	3900	070272-	4290
070272-	3520	070272-	3910	070272-	4300
070272-	3530	070272-	3920	070272-	4310
070272-	3540	070272-	3930	070272-	4320
070272-	3550	070272-	3940	070272-	4330
070272-	3560	070272-	3950	070272-	4340
070272-	3570	070272-	3960	070272-	4350
070272-	3580	070272-	3970	070272-	4360
070272-	3590	070272-	3980	070272-	4370
070272-	3600	070272-	3990	070272-	4380
070272-	3610	070272-	4000	070272-	4390
070272-	3620	070272-	4010	070272-	4400
070272-	3630	070272-	4020	070272-	4410
070272-	3640	070272-	4030	070272-	4420
070272-	3650	070272-	4040		
070272-	3660	070272-	4050		
070272-	3670	070272-	4060		
070272-	3680	070272-	4070		
070272-	3690	070272-	4080		
070272-	3700	070272-	4090		
070272-	3710	070272-	4100		
070272-	3720	070272-	4110		
070272-	3730	070272-	4120		
070272-	3740	070272-	4130		
070272-	3750	070272-	4140		
070272-	3760	070272-	4150		
070272-	3770	070272-	4160		
070272-	3780	070272-	4170		
070272-	3790	070272-	4180		
070272-	3800	070272-	4190		
070272-	3810	070272-	4200		

**EXHIBIT "B"**

1. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
2. Any lien arising subsequent to the date hereof provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
3. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Willowcove Park Replat, recorded in Plat Book 66, Pages 86 through 90, of the Public Records of St. Johns County, Florida.
4. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, Page 1887 and amended by Notice of First Amendment recorded in Official Records Book 2881, page 156, Notice of Modification recorded in Official Records Book 3219, Page 725 and Notice of Modification recorded in Official Records Book 3279, page 486.
5. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, Page 1747 together with Validation recorded in Official Records Book 2340, Page 1966, Landowner's Declaration recorded in Official Records Book 2982, page 193, Merger Implementation Agreement recorded in Official Records Book 3292, page 1673, Notice of Merger recorded in Official Records Book 3296, page 1812 and First Amended Disclosure of Public Financing and Maintenance of Improvements recorded in Official Records Book 3305, Page 1930.
6. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, Page 914 and amended by First Amendment recorded in Official Records Book 2331, Page 1803, Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, Page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, Page 310.
7. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, Page 1979.
8. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, Page 514.
9. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, Page 524, together with Notice recorded in Official Records Book 2934, Page 154.
10. Grant of Construction Easement as set out in instrument recorded in Official Records



Book 2570, Page 1560; as affected by instruments recorded in Official Records Book 2753, Page 691, Official Records Book 2944, page 983 and Official Records Book 3022, Page 1772.

11. Tolomato Community Development District Notice of Series 2006 Special Assessments as set out in instrument recorded in Official Records Book 2646, Page 164 and amended by First Amendment recorded in Official Records Book 2674, Page 1238 and Second Amendment recorded in Official Records Book 2753, Page 687.
12. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments as set out in instrument recorded in Official Records Book 2647, Page 601 and amended by First Amendment recorded in Official Records Book 2674, Page 1290 and Second Amendment recorded in Official Records Book 2753, Page 682.
13. Terms and conditions of that Non-Exclusive Access Easement between SONOC Company, LLC, a Delaware limited liability company and Centex Homes, a Nevada general partnership as set out in instrument recorded in Official Records Book 2689, Page 485.
14. Covenants, conditions, restrictions, easements and other matters as set forth in the Special Warranty Deed from SONOC COMPANY, LLC to CENTEX HOMES recorded in Official Records Book 2689, Page 463.
15. Memorandum of Agreement recorded in Official Records Book 2689, Page 515, as affected by that certain Consent concerning Memorandum of Agreement recorded in Official Records Book 2736, Page 1738.
16. Assignment of Development Rights recorded in Official Records Book 2689, Page 507 and Assignment of SF Development Rights recorded in Official Records Book 2736, Page 1778.
17. Drainage Easement recorded in Official Records Book 2689, Page 495, and as modified by Modification to Drainage Easement and Cost Sharing Agreement recorded in Official Records Book 2823, Page 787.
18. St. Johns County Ordinance Number 2006-116 approving a major modification to the Town Center South Master Development Plan (MDP) Resolution Number 2006-24 recorded October 17, 2006 in Official Records Book 2801, Page 1731.
19. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in that certain Master Declaration of Covenants, Conditions and Restrictions for Willowcove recorded in Official Records Book 2950, Page 1775 and as may be further amended.
20. NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
21. Easement in favor of Florida Power & Light Company, recorded in Official Records Book 2881, page 253.
22. St. Johns County Ordinance Number 2009-18 approving a major modification to the Nocatee Planned Unit Development Ordinance Number 2002-46, recorded June 17,

2009 in Official Records Book 3207, page 115 and Small Adjustment to Planned Unit Development recorded November 10, 2011 in Official Records Book 3493, Page 428.

23. Conservation Easement in favor of the St. Johns River Management District recorded June 25, 2009 in Official Records Book 3210, Page 243.

Prepared by:  
Environmental Services, Inc.  
7220 Financial Way, Suite 100  
Jacksonville, FL 32256 - 6840

9  
Return Recorded Original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177 - 2529

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 11<sup>th</sup> day of June,  
2009 by CENTEX HOMES, a Nevada General Partnership, having an address at 12740  
Gran Bay Parkway, Suite 2400, Jacksonville, Florida 32258 ("Grantor"), in favor of the  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under  
Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka,  
Florida 32177-2529 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantor grants this conservation easement as a condition of Permit  
Numbers 40-109-87432-10 and 40-031-87432-26 issued by Grantee, and Permit No.  
SAJ-2003-1267-MRE (MOD 4) of the U.S. Army Corps of Engineers ("Corps"), to off-set  
adverse impacts and to prevent secondary impacts to natural resources, fish and  
wildlife, and wetland functions. Such permits, together with any amendments thereto or

any other permits issued by the Grantee or the Corps affecting the Property, are referred to herein as the "Permits," and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

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

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

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in Section 3 below:

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

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

- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In addition, the following activities and uses shall specifically be allowed:

- (a) Wetland Creation. Activities associated with the creation of wetlands shall be permitted within the Property that are allowed in the Permits herein. Access of the Property by earth-moving equipment shall be allowed in conjunction with wetland creation, but only if specifically authorized in the Permits herein.
- (b) Other Uses Consistent with Permits. All other uses that are allowed in the Permits shall be permitted on the Property. In the event of any inconsistency between

the uses authorized by the District Permit and those authorized by the Corps, only those uses allowed by the District Permit shall be authorized on the Property.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and the Corps:

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

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

5. Grantee's Discretion. Grantee and the Corps may enforce the terms of this Conservation Easement at their discretion, but if Grantor breaches any term of this Conservation Easement and Grantee and the Corps do not exercise their rights under this Conservation Easement, such forbearance shall not be construed to be a waiver of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's or the Corps' rights under this Conservation Easement. No delay or omission by Grantee or the Corps in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee and the Corps shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

The Corps shall be notified in writing of any assignment of this Conservation Easement to a new Grantee or of any amendment to this Conservation Easement.

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

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

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

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties

hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Amendment. This Conservation Easement may be amended by mutual written agreement of Grantor and Grantee so long as such amendment does not violate the terms of Section 704.06, Florida Statutes (2006) and the purpose of this Easement.

11. Conveyance. Grantor and Grantee acknowledge that Grantor intends to convey the Property to a Homeowners Association (HOA). Grantee agrees that upon any conveyance by Grantor of all or a portion of the Property to an HOA or to any person or entity, Grantor shall be automatically released from any obligations and liability under this Conservation Easement arising from and after the date of such conveyance as to the portion of the Property conveyed by Grantor, the intent being that the terms herein shall run with ownership of the land.

12. Assignment by Grantee. Grantee shall not assign its rights or obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state and federal laws, including Section 704.06 Florida Statutes, and committed to holding this Conservation Easement exclusively for conservation purposes. The Corps shall be notified by Grantee in writing of any intention by Grantee to reassign this Conservation Easement to a new grantee and the Corps must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of the acceptance delivered to the Corps. This conservation easement must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished by Grantee to the Corps. All requests for approval by the Corps under this Section 12 shall



be sent by certified mail to the following address: U.S. Army Corps of Engineers,  
Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida  
32202.

{ This space intentionally left blank }

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

Signed, sealed and delivered in our presence as witnesses:

GRANTOR: CENTEX HOMES, A Nevada General Partnership

BY: CENTEX REAL ESTATE CORPORATION A Nevada Corporation, managing general partner

Signature: Tanya McAe

Printed Name: Tanya McCuen

Signature: [Signature]

Printed Name: David S. Brown

Signature: [Signature]

Printed Name: Houston Todd  
Title: Division Vice President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS ORANGE

The foregoing instrument was acknowledged before me this 11 day of June, 2009, by Houston Todd, the Division Vice President of Centex Real Estate Corporation, a Nevada Corporation, on behalf of the company.

[Signature]  
Notary Public, State of Florida  
at Large.

NOTARY PUBLIC STATE OF FLORIDA  
Elizabeth M. Damelia  
Commission # DD864151  
Expires: APR. 11, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires:  
April 11, 2013

Serial No. DD864151

Personally known  OR produced identification . Identification produced \_\_\_\_\_.

**EXHIBIT A**

*Tracts A-1 and A-2, as shown on the Plat of Willowcove Park Subdivision, as recorded in Map Book 63 at Page 19 of the public records of St. Johns County, Florida*

Work Request No. \_\_\_\_\_

Sec. \_\_\_\_\_, Twp \_\_\_\_\_ S, Rge \_\_\_\_\_

Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

### EASEMENT

This Instrument Prepared By

Spencer N. Cummings  
245 Riverside Ave., Suite 400  
Jacksonville, Florida 32210

Reserved for Circuit Court

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement of variable width described as follows:

See Exhibit "A"

Together with the right of ingress and egress over said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines of power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on JANUARY 3, 2006?

Signed, sealed and delivered in the presence of:

[Signature]  
(Witness Signature)  
Print Name: JASON PERRY  
(Witness)

[Signature]  
(Witness Signature)  
Print Name: Tina Edwards  
(Witness)

**CENTEX HOMES**, a Nevada general partnership  
By: **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation, Managing General Partner  
By: [Signature]  
Print Name: JAMES F. RILEY  
Title: DIVISION PRESIDENT  
Print Address: 12740 GRAN BAY PKWY, SUITE JACKSONVILLE, FL 32258 2400

STATE OF FLORIDA AND COUNTY OF Duval. The foregoing instrument was acknowledged before me this 3rd day of January, 2006, by James F. Riley, the President of Centex Real Estate Corporation, a Nevada corporation, Managing General Partner of **CENTEX HOMES**, a Nevada general partnership, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
Notary Public, Signature  
Print Name \_\_\_\_\_



**CATHY P. RUSSI**  
Notary Public, State of Florida  
My comm. expires Jan. 27, 2007  
Comm. No. DD 180290

Exhibit A



Robert M. Angas Associates, Inc.  
Land Surveyors, Planners and Civil Engineers  
Since 1924

14775 St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

September 1, 2006

Work Order No. 06-205  
Nocatee/Preservation Trail

**20'x30' FPL Easement No. 2**

A portion of Section 31, Township 4 South, Range 29 East, St. Johns County, Florida, also being a portion of Tract "H", as described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

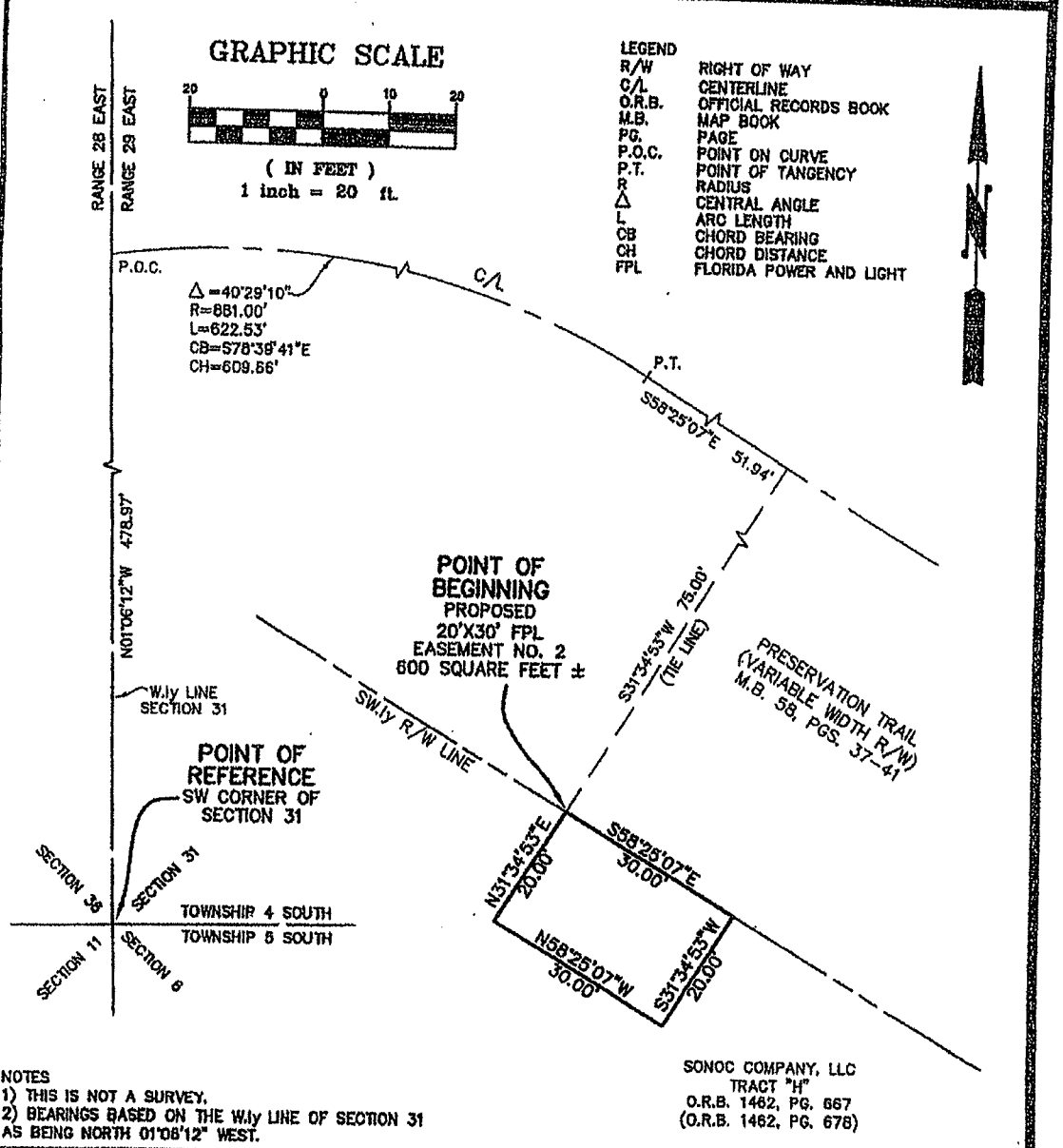
For a Point of Reference, commence at the Southwest corner of said Section 31, thence North  $01^{\circ} 06' 12''$  West, along the Westerly line of said Section 31, a distance of 478.97 feet to a point on a curve concave Southerly, having a radius of 881.00 feet, said point also lying on the centerline of Preservation Trail, a variable width right of way as shown in Map Book 58, pages 37 through 41 of said public records; thence Easterly, departing said Westerly line, along said centerline and along the arc of said curve, through a central angle of  $40^{\circ} 29' 10''$ , an arc length of 622.53 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $78^{\circ} 39' 41''$  East, 609.66 feet; thence South  $58^{\circ} 25' 07''$  East, continuing along said centerline, 51.94 feet; thence South  $31^{\circ} 34' 53''$  West, departing said centerline, 75.00 feet to a point lying on the Southwesterly right of way line of said Preservation Trail, said point also being the Point of Beginning.

From said Point of Beginning, thence South  $58^{\circ} 25' 07''$  East, along said Southwesterly right of way line of Preservation Trail, 30.00 feet; thence South  $31^{\circ} 34' 53''$  West, departing said Southwesterly right of way line, 20.00 feet; thence North  $58^{\circ} 25' 07''$  West, 30.00 feet; thence North  $31^{\circ} 34' 53''$  East, 20.00 feet to the Point of Beginning.

Containing 600 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT "H", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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



**Robert M. Angas Associates, inc.**  
 LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
 SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-6550  
 Certificate of Authorization No.: LB 3624

*(Signature)*  
 JOSEPH LESLIE REYNOLDS, III  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 5517

SCALE: 1"=20' DATE: SEPTEMBER 1, 2008



Robert M. Angas Associates, Inc.  
Land Surveyors, Planners and Civil Engineers  
Since 1924

14775 St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

September 1, 2006

Work Order No. 06-205  
Nocatee/Preservation Trail

**FPL Easement No. 4**

A portion of Section 6, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of Tract "FP", as described and recorded in Official Records Book 1462, page 667 of the public records of said county, being more particularly described as follows:

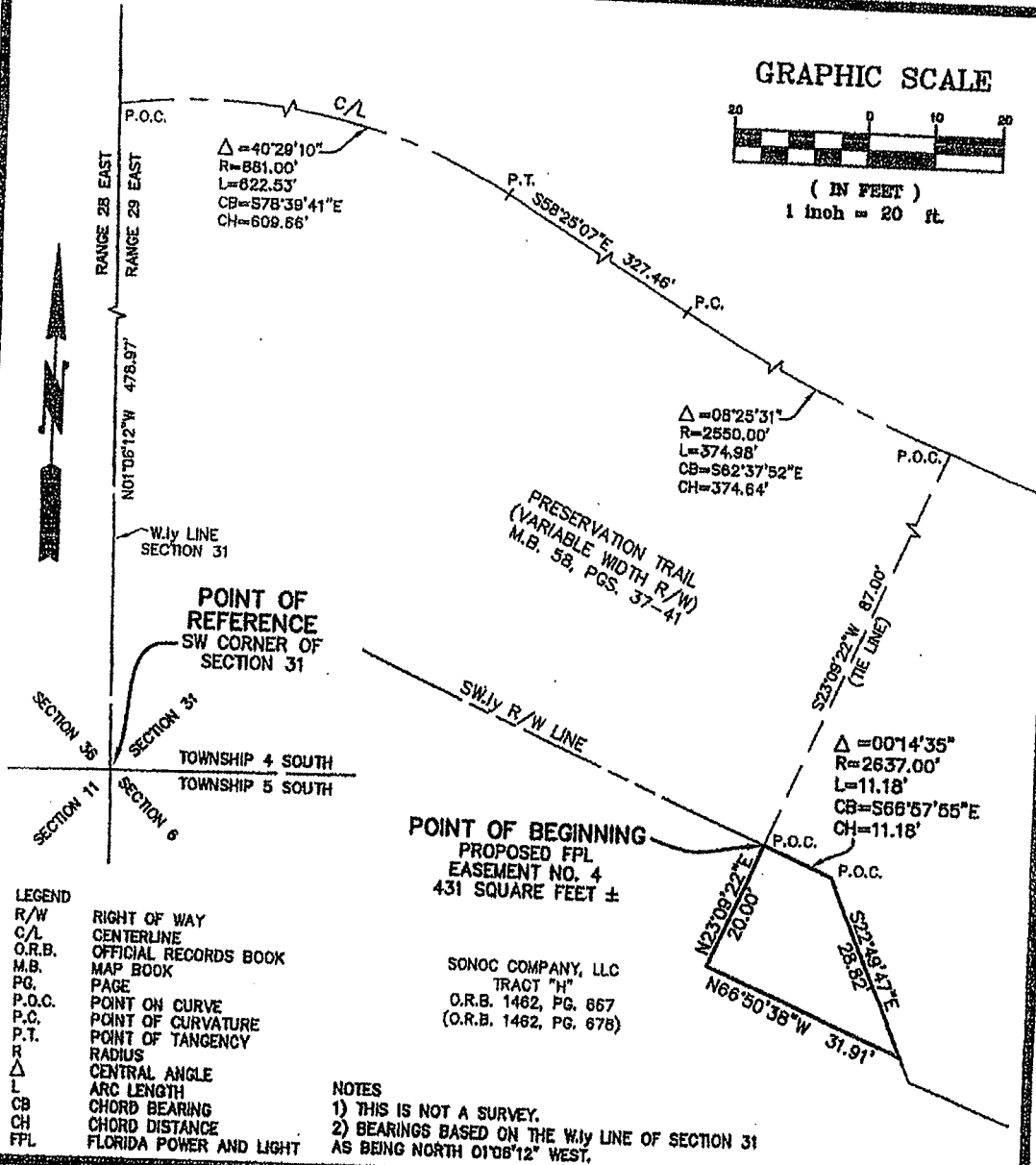
For a Point of Reference, commence at the Southwest corner of Section 31, Township 4 South, Range 29 East, said St. Johns County; thence North  $01^{\circ} 06' 12''$  West, along the Westerly line of said Section 31, a distance of 478.97 feet to a point on a curve concave Southerly, having a radius of 881.00 feet, said point also lying on the centerline of Preservation Trail, a variable width right of way as shown in Map Book 58, pages 37 through 41 of said public records; thence Easterly and Southeasterly, along said centerline the following three courses: Course 1, thence Easterly, departing said Westerly line and along the arc of said curve, through a central angle of  $40^{\circ} 29' 10''$ , an arc length of 622.53 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $78^{\circ} 39' 41''$  East, 609.66 feet; Course 2, thence South  $58^{\circ} 25' 07''$  East, 327.46 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2550.00 feet; Course 3, thence Southeasterly, along the arc of said curve, through a central angle of  $08^{\circ} 25' 31''$ , an arc length of 374.98 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $62^{\circ} 37' 52''$  East, 374.64 feet; thence South  $23^{\circ} 09' 22''$  West, departing said centerline, 87.00 feet to a point on a curve concave Northeasterly, having a radius of 2637.00 feet, said point lying on the Southwesterly right of way line of said Preservation Trail, said point also being the Point of Beginning.

From said Point of Beginning, thence Southeasterly, along said Southwesterly right of way line of Preservation Trail and along the arc of said curve concave Northeasterly, having a radius of 2637.00 feet, through a central angle of  $00^{\circ} 14' 35''$ , an arc length of 11.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $66^{\circ} 57' 55''$  East, 11.18 feet; thence South  $22^{\circ} 49' 47''$  East, continuing along said Southwesterly right of way line, 28.82 feet; thence North  $66^{\circ} 50' 38''$  West, departing said Southwesterly right of way line, 31.91 feet; thence North  $23^{\circ} 09' 22''$  East, 20.00 feet to the Point of Beginning.

Containing 431 square feet, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT "H", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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



**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

*(Signature)*  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

SCALE: 1"=20' DATE: SEPTEMBER 1, 2006



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**WILLOWCOVE PARK**  
**(TOWNHOMES)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1st day of October 2012, by Dream Finders Homes LLC, a limited liability company.

**ARTICLE I            CREATION OF THE COMMUNITY**

1.1 Purpose and Intent. Declarant (as defined in Article II), as the owner of the real property described in **Exhibit "A"** (or if not the owner, with the owner's consent), intends, by recording of this Declaration, to establish a general plan of development for Willowcove Park, a planned community (the "**Community**"). This Declaration, together with the other Governing Documents described in Section 1.3, provides for the overall development, administration, maintenance, and preservation of Willowcove Park, and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of Willowcove Park Homeowners Association, Inc. (the "**Association**") to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

1.2 Binding Effect. This Declaration governs the property described in **Exhibit "A"** and any other property submitted to this Declaration in the future pursuant to Article IX. This Declaration shall run with the title to such property and shall bind everyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns. Declarant, the Association, any Owner (as defined in Article II), and their respective legal representatives, heirs, successors, and assigns, may enforce this Declaration. Each Owner shall automatically be a Member (as defined in Article II) of the Association.

This Declaration is intended to have perpetual duration, but shall be effective for a minimum of 30 years from the date it is recorded, subject to the right of Declarant and the Members to amend it as provided in Article XX. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 75% of the Lots (as defined in Article II) agreeing to terminate this Declaration is recorded. If any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded. This section does not authorize termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents. The following chart identifies the documents that govern the Community (as they may be amended from time to time, the “**Governing Documents**”) and describes, in part, the purpose of each. Every Owner and occupant of a Lot (as defined in Article II), and their respective guests, tenants, visitors and invitees, shall comply with the Governing Documents.

<b>Master Declaration</b> (Recorded)	→	creates obligations which are binding upon the Association and all present and future owners and occupants of, and others with any interest in, property in the Community
<b>Declaration</b> (Recorded)	→	creates obligations which are binding upon the Association and all present and future owners and occupants of, and others with any interest in, property in the Community
<b>Supplemental Declaration</b> (Recorded)	→	adds property to the Community; and/or may impose additional obligations or restrictions on such property
<b>Articles of Incorporation</b> (filed with the Secretary of State; initial Articles attached as Exhibit “D”)	→	establish the Association as a not-for-profit corporation under Florida law
<b>By-Laws</b> (Board adopts; initial By-Laws attached as Exhibit “E”)	→	govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
<b>Architectural Guidelines</b> (Declarant or Association may adopt or amend)	→	establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots
<b>Use Restrictions</b> (initial set attached as Exhibit “C”)	→	govern use of property and activities within the Community
<b>Board Resolutions and Rules</b> (Board may adopt)	→	establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Area (as defined in Article II)
<b>Planned Unit Development Zoning Approval (“PUD”)</b> as approved by County	→	establishes approvals and conditions for development, use and occupancy (as defined in Article II)

Additional covenants, conditions, and restrictions may be imposed on all or any portion of the Community, in which case the more restrictive provisions will be controlling. However, no Person (as defined in Article II) shall record any additional covenants, conditions, or restrictions affecting any portion of the Community without Declarant's written consent, during the Development and Sale Period (as defined in Article II), or without the Board's (as defined in Article II) consent thereafter. Any instrument recorded without the necessary consent is void and of no force or effect.

If there are conflicts between Florida law, the PUD, the Master Declaration (as defined hereinbelow) the Declaration, the Articles, and the By-Laws, Florida law, the PUD, the Master Declaration, the Declaration, the Articles, and the By-Laws (in that order) shall prevail. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

## **ARTICLE II            CONCEPTS AND DEFINITIONS**

2.1 Defined Terms. The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

"Affiliate": Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power or authority to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

"Architectural Guidelines": The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended from time to time.

"Architectural Review Board" or "ARB": The committee established, upon delegation or termination of Declarant's authority under Article IV, to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

"Articles": The Articles of Incorporation of Willowcove Park Homeowners Association Inc., filed with the Secretary of State for the State of Florida, as they may be amended and/or amended and restated from time to time. A copy of the initial Articles is attached to this Declaration as Exhibit "D" and its terms are incorporated herein by reference.

"Association": Willowcove Park Homeowners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

"Benefited Assessment": Assessments charged against a particular Lot or Lots for Association expenses as described in Section 8.4.

“Board of Directors” or “Board”: The body responsible for the general governance and administration of the Association, selected as provided in the By-Laws.

“By-Laws”: The By-Laws of Willowcove Park Homeowners Association, Inc., as they may be amended and/or amended and restated from time to time. A copy of the initial By-Laws is attached to this Declaration as Exhibit “E” and its terms are incorporated herein by reference.

“CDD”: The Tolomato Community Development District

“Class “B” Control Period”: The time period during which the Class “B” Member may appoint a majority of the Board members. The Class “B” Control Period shall end when any one of the following occurs:

- (a) when 90% of the Lots proposed under the Development Plan have been issued certificates of occupancy and have been deeded to Class “A” Members;
- (b) earlier, if the Class “B” Member, in its discretion so determines.

“Common Area”: All real and personal property, including easements and sidewalks, which the Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the Limited Common Area, as defined below. Common Area excludes all Master Association Property which is owned, operated and maintained by the Master Association pursuant to the Master Declaration.

“Common Expenses”: The actual and estimated expenses that the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

“Common Maintenance Areas”: The Common Area, together with any other area for which the Association has or assumes maintenance or other responsibilities.

“Community” or “Willowcove Park”: The real property described in Exhibit “A,” together with such additional property as is subjected to this Declaration in accordance with Article IX.

“Community Name”: Willowcove Park and/or such other name or names as Declarant shall designate for all or any portion of the Community.

“Community-Wide Standard”: The standard of conduct, maintenance, or other activity generally prevailing from time to time throughout the Community, or the minimum standards established by the Master Association pursuant to the Master Declaration or the Declarant or Association pursuant to the Architectural Guidelines, Use Restrictions, and Board resolutions, whichever is the highest standard and which shall not be in contravention of the PUD. The Community-Wide Standard may contain objective elements, and subjective elements.

“County”: St. Johns County, Florida.

**“Declarant”**: Dream Finders Homes LLC, a limited liability company or any successor or assign as developer of all or any portion of the Community that is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. On all matters, Declarant may act through any of its Affiliates. Any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be known as a **“Predecessor Declarant”** and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Declarant established in this Declaration. Whether or not specifically stated, a predecessor Declarant shall be afforded the same protection with respect to matters arising from actions taken during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

**“Development Plan”**: The land use or site plan for the Community approved by Dream Finders Homes, LLC, as it may be amended from time to time, which includes all of the property described in **Exhibit “A”** and all or a portion of the property described in **Exhibit “B.”** Declarant is not obligated to submit property shown on the Development Plan to this Declaration. In addition, Declarant may submit property to this Declaration that is not shown on the Development Plan. Reference should be made to Article X of this Declaration to the respective rights and obligations of Owners and Declarant with respect to the use and Development of the Community.

**“Development and Sale Period”**: The period of time during which Declarant and/or its Affiliates own property subject to this Declaration or Declarant holds an unexpired right to unilaterally expand the Community pursuant to Section 9.1.

**“District or SJRWMD”**: The St. Johns River Water Management District.

**“Governmental Authority”**: Any federal, state, county, municipal or other governmental or quasi-governmental department, entity, authority, agency or instrumentality having or asserting jurisdiction over the Community or a portion thereof.

**“HUD”**: U.S. Department of Housing and Urban Development.

**“Legal Costs”**: The costs which a Person entitled to reimbursement for “Legal Costs” under any provision of the Governing Documents incurs in pursuing legal action (regardless of whether suit is filed or whether arbitration or court action is taken) to enforce the Governing Documents, including, but not limited to, reasonable attorneys' and paralegals' fees, expert witness fees, and court costs at all tribunal levels.

**“Limited Common Area”**: A portion of the Common Area primarily benefiting one or more, but less than all, Lots or Service Areas, as described in Article XIII.

**“Limited Common Expenses”**: The actual and estimated expenses which the Association incurs, or expects to incur, for the benefit of Owners of Lots benefiting from a Limited Common Area or within a particular Service Area, which may include a reserve for capital repairs and replacements and an administrative charge, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Service Area or Lots.

“Lot” and/or “Unit”: A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved, or intended by Declarant to be improved, with a single-family residential dwelling. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on a Plat.

A parcel of land shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Lots shown on the Plat. Any portion not subdivided shall continue to be a single Lot.

Any Owner owning two adjoining Lots may, with the prior written approval of Declarant during the Development and Sale Period, and the Association thereafter, and with all other required approvals from the County, the CDD and other governmental agencies having jurisdiction there over, combine such Lots into a single building site for the purpose of constructing one dwelling and such other improvements as are approved hereunder; however, each of the Lots so combined shall continue to be treated as a separate Lot for purposes of voting and assessment, unless the Plat creating such Lots is revised and recorded, with the prior consent of the Declarant or the Association, to combine them into a single Lot. Declarant or the Association, as applicable, may grant or withhold their approval to any such combination or plat revision in their sole discretion.

“Master Association”: Willowcove Master Association, Inc., a Florida corporation, not-for-profit, its successors and/or assigns.

“Master Association Property”: All real and personal property, including easements, which the Master Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the members of the Master Association.

“Master Declaration”: The Master Declaration of Covenants, Conditions and Restrictions for Willowcove recorded in Official Records Book 2950 at Page 1775 of the Public Records of St. Johns County, Florida, as the same may be amended from time to time.

“Member”: A Person subject to membership in the Association, as described in Section 6.2. There initially are two membership classes-- Class “A” and Class “B.”

“Mortgage”: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an institutional lender. The term “Mortgagee” shall refer to a beneficiary or holder of a Mortgage. The term “Institutional Lender” shall include any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the Federal government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

“Owner”: The record titleholder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee). If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

“Permit”: Permit No. 40-109-87432-10 issued by the District, a copy of which is attached as Exhibit "E" to the Master Declaration.

“Person”: An individual, a corporation, a partnership, a trustee, or any other legal entity.

“Plat”: Any recorded plat for all or any portion of the Community. As to a particular portion of the Community, the applicable Plat shall be deemed to be the Plat (and/or Plat amendment, revision or similar instrument, as applicable) to which such portion of the community is subject or which otherwise affects such portion of the Community at the time this applicable determination is to be made.

“Property” or “Properties”: The real property described on the attached Exhibit “A,” and such additions thereto as may be brought within the jurisdiction of the Association and made subject to this Declaration.

“PUD”: Nocatee Planned Unit Development approved by the Board of County Commissioners of St. Johns County on January 17, 2002, under Ordinance No. 2002-46 as recorded in PUD Book Q, Page 120, Public Records of St. Johns County, Florida, as amended.

“Reviewer”: For purposes of Article 4, the “**Reviewer**” is the Person having authority under Article 4 for the review of materials, as provided in Article 4.

“Regular Assessment”: Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1(a).

“Service Area”: A group of Lots designated as a separate Service Area pursuant to this Declaration or a Supplemental Declaration for purposes of sharing Limited Common Areas and/or receiving other benefits or services from the Association which are not provided to all Lots. A Service Area may be comprised of more than one housing type and may include noncontiguous parcels of property. A Lot may be assigned to more than one Service Area. Where the context permits or requires, the term “**Service Area**” shall also refer to a Service Area Committee established in accordance with the By-Laws to represent the interests of Owners of Lots within a Service Area. Service Area boundaries may be established and modified as provided in Section 7.11.

“Service Area Assessments”: Assessments levied against the Lots in a particular Service Area to fund Limited Common Expenses, as described in Section 8.1(b).

“Special Assessment”: Assessments levied against Lots in accordance with Section 8.3 to cover unbudgeted expenses or expenses in excess of those budgeted.

“Supplemental Declaration”: A recorded instrument that subjects additional property to this Declaration and/or imposes additional and/or modified restrictions and obligations on the land described in such instrument.

“Surface Water and Storm Water Management System”: A drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, which is designed

and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the Permit issued by the District. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Community.

“Use Restrictions”: The initial use restrictions, governing the use and activities on the Lots and the Common Areas set forth in **Exhibit “C,”** as they may be changed in accordance with Article III or Article XX or otherwise, as amended from time to time.

“VA”: U.S. Department of Veterans Affairs.

“Wetland”: Any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the District, or by the County, or by the United States Army Corps of Engineers, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

## 2.2 Interpretation of Certain References.

(a) Recording. All references in the Governing Documents to a “**recorded**” legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument, in the public records of the County, or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

(b) Consent or Approval. All references in the Governing Documents to “**consent**” or “**approval**” shall refer to permission or approval, which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

(c) Discretion and Determinations. All references in the Governing Documents to “**discretion**” or to the right to “**determine**” any matter shall refer to the sole and absolute power, right and/or discretion to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action or inaction.

2.3 Master Association and Master Declaration. Each Owner and respective Lot or Unit is subject to the Master Declaration and the jurisdiction of the Master Association, including the obligation to pay assessments to the Master Association pursuant to the Master Declaration. Association shall never take any action (i) to amend the Master Declaration, the Articles of Incorporation of the Master Association or the Bylaws of the Master Association or



(ii) to impose any lien, assessment, liability, easement contractual obligation or use restriction (including rules and regulations) on any portion of the Master Association Property or the Master Association without the prior written consent of the Master Association, which may be withheld for any reason. Association will indemnify and hold Master Association harmless from any assessments or liens imposed on the Master Association Property pursuant to this Declaration or by the Association, not approved by the Master Association. The Master Association shall have no obligation to approve any assessment or lien on Master Association Property. Notwithstanding any other provision in this Declaration, this provision may not be amended without written consent by the Master Association.

### ARTICLE III OCCUPANCY OF LOTS

3.1 General. In addition to the provisions of the PUD and the initial Use Restrictions set forth in **Exhibit "C"** which may be modified as provided herein, the Lots shall be subject to the following. The restrictions set forth in this Section may be amended only in accordance with Article XX and other applicable provisions of this Declaration.

(a) Residential and Related Uses. Lots shall be used primarily for residential and related purposes (including, without limitation, use as a home office). No business shall be conducted in, on, or from any Lot, except that an occupant using the dwelling on a Lot primarily for residential purposes may also conduct business activities on such Lot ancillary to their primary residential use, if the business activity, as determined in the Board's discretion:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning and other legal requirements and other requirements of this Declaration;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owner thereof or the security or safety of others within the Community.

**"Business"** shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full or part time; (B) such activity is intended to or does generate a profit; or (C) a license is required.

No Lot shall be rezoned to any classification allowing commercial, institutional, or other non residential use without the express written consent of the Association, the Master Association and Declarant, which each may withhold in its discretion. Notwithstanding anything

in this Article to the contrary, Declarant, the Master Association or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition to and not in limitation of Declarant's, the Master Association's or the Association's other rights and remedies.

This Section shall not apply to restrict Declarant's, or Declarant's Affiliates', activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development, construction, and sale of property in the Community. This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including, without limitation, the Community's recreational and other amenities.

Leasing of a single Lot by the Owner thereof for residential occupancy shall not be considered a business within the meaning of this subsection; however, no Owner or group of Owners who are Affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple Lots at the same time.

(b) Leasing. For purposes of this Declaration, “**leasing**” is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. Improvements on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased); provided, a detached “**in-law suite**” or “**guest house**,” the construction of which was approved pursuant to Article IV, may be independently leased.

All leases shall be in writing and shall have a term of at least six months, except with the Board's prior written consent. No Owner may rent all or a portion of a Lot more than twice in any 12-month period, even if a tenant defaults on a lease or abandons the Lot before expiration of the lease term. The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned or leased by Declarant, its Affiliates, or Persons Declarant approves, in connection with their development, construction, or sale of property in the Community.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

**Each lease shall set forth the name, address, and telephone number of the Lot's Owner and of the tenant; the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Lot.**

No less than 10 days before the scheduled occupancy the owner shall provide a copy of such lease, processing fee and such additional information the Board and/or the Association's Managing Agent may reasonably require. An Owner proposing to lease a Lot may obscure the rental and deposit amounts in the copy of the proposed lease submitted to the Board so long as

the lease contains the information listed above. In addition to this subsection (b), the Board may, from time to time, adopt reasonable rules regulating leasing and subleasing.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Lots, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the Community, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Lot, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

(c) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations of the Governing Documents and any damage they cause to the Master Association Property and Common Maintenance Areas, notwithstanding the fact that such Persons also are personally responsible for complying and may be sanctioned for any violation.

(d) Subdivision of a Lot. Lots may not be subdivided or their boundary lines changed except with Declarant's or the Board's prior written approval. Declarant may subdivide, change the boundary lines of, and replat any Lot it owns without Board approval. In addition, during the Development and Sale Period, Declarant or any Declarant Affiliate may convert Lots it owns into Common Area.

(e) Lodging; Timeshares. No Lot may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including, without limitation, ownership by more than three Persons as joint tenants or tenants-

in-common), or assigning separate use periods of less than 180 consecutive days' duration, are prohibited.

(f) For Sale or Lease Signs. Signs advertising Lots or dwellings (or any portion thereof) for sale or lease which are erected or visible outside of the exterior of any dwelling, including signs posted in any window or door of a dwelling, shall comply with all design criteria, including place, size, number, manner of posting, design, color, lettering and contents, as may be imposed (and amended) from time to time by the Declarant and the ARB, as applicable, pursuant to Section 4.3 hereinbelow. Declarant or the ARB, as applicable, may impose uniform standards and criteria so that all such signs within the Community are identical or substantially the same. Such signs shall not be posted in any window or door of a dwelling, provided, however, that signs used by Declarant, Declarant's Affiliates and their successors and assigns, for advertising and marketing during the Development and Sale Period of the Community and other signs authorized by Declarant or its Affiliates shall be exempt from this restriction.

The Use Restrictions and the restrictions set forth in this Section 3.1 are subject to enforcement action by the Association and Declarant pursuant to Section 7.4, including, but not limited to, imposition of monetary fines and liens, suits to enjoin violations and exercise of self-help remedies and other remedies as provided in Section 7.4. Any act of any occupant, broker, agent, employee or invitee of an Owner shall be deemed to be an act done by or on behalf of such Owner.

### 3.2 Amendment of Use Restrictions.

(a) The Declarant may change (i.e., modify, cancel, limit, create exceptions to, or add to) the Use Restrictions during the Class "B" Control period. Thereafter, the Use Restrictions may be changed in accordance with the provisions of Article XX, or as otherwise provided in this Declaration. The Board shall send the Members notice of any proposed change at least five business days before the meeting at which such change will be considered. The Members shall have a reasonable opportunity to be heard at such meeting.

(b) Any change in the Use Restrictions shall be recorded. The Board shall send a copy of the new or changed Use Restriction to each Owner. The change shall become effective upon recording in the public records of the County. The Association shall provide to any requesting Member or Mortgagee, a copy of the Use Restrictions then in effect, subject to payment of a reasonable administrative fee and copying charges for same.

(c) In the event of a conflict between the Architectural Guidelines and the Use Restrictions, the Architectural Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.

(d) The procedures described in this Section 3.2 are not intended to apply to reasonable rules and regulations, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures;

provided all such rules and regulations shall be subject to Declarant's written consent during the Development and Sale Period.

(e) Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit "C," the Association's actions with respect to Use Restrictions and rules must comply with the following:

(i) Displays. Owners' rights to display religious and holiday signs, symbols, and decorations, signs indicating that the Lot is receiving security services, and signs required to comply with or obtain the benefit of applicable laws (e.g. beware of bad dog signs) on their Lots of the kinds normally displayed in residential neighborhoods with homes of comparable type, quality, and price range to those in the Community shall not be further abridged, except that the Association may adopt time, place, size, number, and manner restrictions with respect to such displays.

(ii) Signs. To the extent that signs are permitted under Article IV, the Association shall not regulate the content of political signs; however, it may regulate the time, place, size, number, and manner of posting such signs (including design criteria). Provided further that signs, regardless of size, used by Declarant, its successors and assigns, for advertising and marketing during the construction and sale of the Community shall be exempt from this restriction.

(iii) Activities Within Dwellings. The Association shall not interfere with activities carried on within a dwelling, except that it may prohibit activities not normally associated with residential property, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, that create undesirable odors noticeable to persons outside the dwelling, that are an unreasonable source of annoyance, or that violates a provision of the Governing Documents.

(iv) Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may impose restrictions on leasing, in addition to those set forth in this Article, and may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot.

(v) Abriding Existing Rights. The Association may not require an Owner to remove or dispose of any improvements installed upon a Lot or personal property in or on a Lot that was in compliance with all existing rules and requirements at the time of the installation of such improvements or delivery of such personal property to the Lot. The exemption with respect to personal property shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(vi) Right to Develop. The Association may not impede Declarant's right to develop, market, or sell the property described on Exhibit "A" and Exhibit "B."

The limitations in paragraphs (i) through (iv) of this subsection (e) shall not apply to amendments to this Declaration adopted in accordance with Article XX.

3.3 Owners' Acknowledgment and Notice to Purchasers. Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot is limited and affected by the terms of the Governing Documents, including Use Restrictions and Board rules, which may change from time to time. Copies of the current Use Restrictions and Board rules may be obtained from the Association.

#### ARTICLE IV ARCHITECTURE AND LANDSCAPING

4.1 General. Except for work done by or on behalf of Declarant or any Declarant Affiliate, no structure or thing shall be placed, erected, or installed upon any Lot, and no improvements of any kind or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article, the PUD and the Architectural Guidelines, including required architectural review as provided hereinbelow.

Any Owner may remodel, paint, or redecorate the interior of any structure in his or her unit without approval hereunder. However, modifications to the interior of screened porches, patios, and any other portions of a Lot or structure visible from outside a structure are subject to review and approval under this Article.

Improvements shall be constructed only by qualified Persons acceptable to the Reviewer (as defined in Section 4.2(c)). Owners shall be responsible for obtaining all permits and approvals from the County and other governmental agencies.

This Article does not apply to Declarant's, or its Affiliates', activities, or to the Association's activities during the Class "B" Control Period.

#### 4.2 Architectural Review.

(a) By Declarant. During the Development and Sale Period, Declarant shall have authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Architectural Review Board. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Architectural Review Board. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARB, shall assume jurisdiction over architectural matters. When appointed, the ARB shall consist of at least three, but not more than five, persons. Members of the ARB need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ARB members shall serve and may be removed and replaced in the Board's discretion.

Unless and until such time as Declarant delegates any of its reserved rights to the ARB or Declarant's rights under this Article terminate, the Association shall have no power over matters governed by this Article 4.

(c) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals the Reviewer employs or with whom it contracts. The Board may include the compensation of such Persons in the Association's annual operating budget.

#### 4.3 Guidelines and Procedures.

(a) Architectural Guidelines. Declarant may prepare and make available the initial Architectural Guidelines, which may contain general provisions applicable to all of the Community as well as specific provisions that may vary according to location within the Community or product type. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval. In addition to the Architectural Guidelines, all improvements must also comply with the Community Wide Standard and the architectural and design guidelines and requirements of the Master Association and the County.

If the same exist, Declarant shall have sole and absolute and full authority to amend the Architectural Guidelines, from time to time, during the Development and Sale Period. Declarant's right to amend shall continue even if its reviewing authority is delegated to the ARB, unless Declarant also delegates the power to amend to the ARB. Upon termination or delegation to the ARB of Declarant's right to amend, the Board may amend the Architectural Guidelines, subject to Declarant's veto right under Section 4.2(a) (if still applicable).

If the same exist, Amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures, improvements, and other things previously approved once the approved construction or modification has begun. However, any new work or improvements must comply with the Architectural Guidelines as amended.

In Declarant's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Unless the Architectural Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved in writing by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer and/or the Architectural Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction or other activity as the Reviewer deems relevant.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and all other information the Reviewer requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until 45 days after the final, required submission stage. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application, with or without conditions, and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of a final determination on any application. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

After the initial 45-day period has elapsed, if the Owner has not received notice of the Reviewer's determination, the Owner may make a second written request for approval of the plans previously submitted which shall be marked "**Second Request.**" If the Reviewer fails to respond within ten business days from receipt of the Second Request, approval shall be deemed denied. Notwithstanding anything in this Declaration to the contrary, no approval of construction activities (or improvement governed by such approval), shall be inconsistent with the Architectural Guidelines or other Governing Documents unless a written variance has been granted pursuant to Section 4.5.

Notwithstanding anything to the contrary in this Declaration or the By-Laws, Owners shall send any such "**Second Request**" via the U. S. Postal Service, certified mail, return receipt requested, or by commercial overnight carrier that obtains a signed receipt upon delivery. A Second Request shall be deemed made, and the 10 business day time period shall commence running, on the date of the Reviewer's actual receipt of the Second Request, as evidenced by its signature on the return receipt provided by the U. S. Postal Service or in the records of the overnight carrier, as applicable.

As part of any approval, the Reviewer may require that construction, landscaping and other approved activities in accordance with approved plans commence and be completed within



a specified time period. If such actions do not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities within the scope of this Article. Once commenced, such activities must be diligently pursued to completion. All elements of the approved activities and/or plans shall be completed within one year of commencement unless a shorter or longer period is otherwise specified in the notice of approval or the Architectural Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Association or Declarant.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless written approval to modify any application has been obtained.

Declarant or the ARB, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be feasible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the Reviewer's right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

4.5 Variances. The Reviewer may authorize variances from compliance with the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require or permit. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent during the Development and Sale Period and, requires the Board's written consent.

4.6 Release of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Each Owner releases Declarant, Declarant's Affiliates, any predecessor Declarant, the Association, its officers, the Board, the ARB, the Association's managing agent, any committee, or any member of any of the foregoing for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work related to approved

work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any owner or their contractor or their subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or activities on or modifications to any Lot. In all such matters or claims related therefrom, the Association shall defend, indemnify and hold harmless the Declarant, Declarant's affiliates, any predecessor Declarant, Board, the ARB, the members of each, and the Association officers as provided in the Articles.

4.7 Enforcement. Any construction, alteration, improvement, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action pursuant to Section 7.4. Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed to be an act done by or on behalf of such Owner.

## **ARTICLE V                    MAINTENANCE AND REPAIR**

### 5.1 Maintenance of Lots.

(a) Each Owner must maintain his or her Lot, including, without limitation, all structures and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Master Association pursuant to the Master Declaration or the Association pursuant to this Declaration or any Supplemental Declaration or additional covenants applicable to such Lot. In addition, each Owner shall maintain the sidewalk and landscaping located between the boundary of such Owner's Lot and the back-of-curb of any roadway lying adjacent to the boundary of his or her Lot, unless the Master Association or the Association assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Master Association or the Association. Owners shall also be responsible for: repair or replacement of any damaged garage door and exterior door hardware, not including any garage door openers; and caulking of the exterior portions of any windows or doors, regardless of what Service Area their Unit may be located.

(b) For all Lots, the Association shall be responsible for:

(i) operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Lots, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment damaged by the Owner or occupant of any Lot;

(ii) maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Lot as part of the initial construction on the Lots, specifically excluding landscaping located in the rear of the Lot within any enclosed courtyard, patio, fenced or other area not readily accessible from outside the dwelling;

(iii) painting of all exterior painted portions of any dwelling, including any garage, garage door, exterior doors, shutters, fascia on the dwelling, and any fence erected along the Lot boundaries as part of the original construction on the Lots or any replacement thereof ("**Boundary Fences**");

(iv) pressure cleaning of exterior walkways, front steps, roofs, and the exterior walls of all dwellings and garages;

(v) repair and replacement of any Boundary Fences originally installed by Declarant;

(vi) repair and replacement of roofs, gutters, downspouts and corresponding drainage lines and systems;

(vii) termite treatment of all exterior walls and foundations of dwellings and garages provided that the Association shall not be liable if such treatment proves to be ineffective;

(viii) repair or replacement of any mail kiosk originally installed by Declarant, whether on Lot or in the common area; and

The Association shall not be responsible for any maintenance or repairs to any glass surfaces, any screening, anything contained within any dwelling, garage, or courtyard, or any improvements, or modifications added or made to any Lot after the conveyance of the Lot by Declarant.

All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot).

(c) Declarant or a builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Lot for the purpose of managing and/or containing the flow of surface water, if any, found upon such Lot from time to time. Except to the extent that such responsibility is assigned to or assumed by the Master Association pursuant to the Master Declaration or the Association pursuant to this Declaration or any Supplemental Declaration, each Owner shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment on his or her Lot. Maintenance, operation, and repair shall mean and include, without limitation, the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale, drainage lines and other

equipment returned to its former condition as soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment is located.

(d) Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Association and Owner specified in this Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

5.2 Insurance on Lots; Casualty Losses. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable Supplemental Declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot, the Master Association Property or the Common Area due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots, the Master Association Property or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Master Association and the Association as additional insureds. Unless a Mortgagee is named as the loss payee under any such policy, the Master Association and the Association shall be named as the loss payee.

Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot as a Benefited Assessment.

Upon Board resolution and at least 60 days' prior written notice to each Owner of an affected Lot, the Association may elect, but shall have no obligation, to obtain a blanket insurance policy providing property insurance for all structures on all Lots within the Community, or on all Lots within any Service Area. Inclusion in the budget provided to the Owner shall be adequate notice. In such event, the Owners shall be relieved of their insurance responsibility only to the extent such responsibility is assumed by the Association. The costs of such insurance shall be a Common Expense, if provided on all Lots, or a Service Area Expense, if provided to less than all Lots. Any such policy obtained by the Association may exclude fixtures, finishes, contents, and improvements to the interior of the structures on the Lot and any exterior improvements made by an Owner or occupant of the Lot. Following such an assumption of insurance responsibility, the Association may, at any time, upon not less than 30 days' written notice to each Owner, discontinue such blanket insurance coverage and in such event each

Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Lot and structures thereon.

Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Lot and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon that are their respective responsibilities.

If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Lot as a Benefited Assessment pursuant to Section 8.4.

In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility.

## **ARTICLE VI THE ASSOCIATION AND ITS MEMBERS**

6.1 Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Maintenance Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the By-Laws. Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation, or By-Laws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

6.2 Membership. The Association initially shall have two classes of membership, Class "A" and Class "B." Class "A" Members are all Owners except the Class "B" Member. The sole Class "B" Member shall be Declarant. The Class "B" membership shall terminate upon the earlier of (i) upon the conveyance of 90% of Lots to homeowners other than Declarant; (ii) earlier, if Class "B" Members, in its discretion, so determines.

Notwithstanding the above, there shall be only one Class "A" membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3(a) and in the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner that is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.

### 6.3 Voting.

(a) Class "A". Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property that is exempt from assessment under Section 8.8.

In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall not have any specific number of votes, but may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot it owns.

## **ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES**

### 7.1 Acceptance and Control of Common Areas.

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of Section 16.9 and the PUD. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) Declarant or its designees may, from time to time, transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A" or Exhibit "B." Subject to the provisions of Section 16.9, upon Declarant's request, the Association shall transfer back to Declarant or its designees, without any payment by Declarant or such designee, any real property which has not been improved by a structure intended for residential occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements, if originally conveyed to the Association for no or nominal payment.

(c) The Association is responsible for management, operation, and control of the Common Area in accordance with the Community Wide Standard, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may, from time to time, adopt such reasonable rules regulating use of the Common Area as it deems appropriate provided such rules shall be subject to Declarant's written approval during the Development and Sale Period. The Association may enter into a property management agreement with any Person, including Declarant or any Declarant Affiliate.

(d) Declarant may elect to construct or install certain improvements or facilities upon portions of the Common Area, but is not obligated to do so and may elect to leave portions of the Common Area in their natural unimproved state. Declarant shall have the absolute right and power to determine what improvements or facilities, if any, will be located on the Common Area during the Development and Sale Period.

(e) Declarant will not retain these rights after turnover of association.

7.2 Maintenance of Common Maintenance Areas. To the extent not maintained by the Master Association pursuant to the Master Declaration, the Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to (a) the Common Area, including landscaping, signage, perimeter walls, fencing, structures, and other improvements located on the Common Area; (b) at the election of Declarant or the Association, landscaping within public rights-of-way within or abutting the Community, or wetlands if not the obligation of owners; (c) such portions of Lots as are specifically identified as the Association's responsibility under Section 5.1 or any Supplemental Declaration; (d) such portions of any additional property as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat, or any contract, covenant, or agreement for maintenance entered into by, or for the benefit of, the Association; and (e) all ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, other than those portions located on a Lot and to be maintained by the Owner of such Lot in accordance with Section 5.1 including, without limitation, associated improvements and equipment, any other wetland (whether located in Common Area or a Lot), but not including any such areas, improvements, or equipment maintained by the Master Association pursuant to the Master Declaration and the County, a community development district, or any other governmental or quasi-governmental body.

To the extent not maintained by the Master Association pursuant to the Master Declaration, the Association shall maintain the littoral shelf, if any, of all culverts, ditches, or waterways serving as part of the Surface Water and Storm Water Management system, which maintenance may include, without limitation, appropriate landscaping and plantings.

The Association may maintain other property that it does not own, including, without limitation, Master Association Property (with the consent of the Master Association) and property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the owner of such other property consents. The Association shall not be liable for any damage or injury occurring on or arising out

of the condition of property it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least 75% of the Class "A" votes agree in writing to discontinue such operation (which may include closing and/or demolishing such facilities or equipment). Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval during the Development and Sale Period.

Unless otherwise provided in this Declaration or any applicable Supplemental Declaration, the costs associated with maintenance, repair, and replacement of the Common Maintenance Areas shall be a Common Expense, except that such costs associated with Limited Common Areas shall be a Limited Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Declaration, a Supplemental Declaration, or other recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences that may be drawn from promotional or other materials.

7.3 Insurance – Common Areas. The Association shall keep all improvements, facilities, and fixtures located within the Common Areas insured against loss or damage for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Association may deem desirable.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Service Area, obtain and maintain property insurance on the insurable improvements within such Service Area. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Lot insured.

Unless designated as a Limited Common Area or otherwise provided in a Supplemental Declaration, premiums for Common Maintenance Area insurance shall be a Common Expense.

(a) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association may contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.



The policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or Limited Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Benefited Assessment.

(b) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property for which the Association maintains insurance coverage, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(c) Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant, the Master Association, any predecessor Declarant, and the directors, trustees, officers, shareholders, attorneys, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Damaged improvements on the Common Area shall be repaired or reconstructed unless Members representing at least 80% of the total Class "A" votes in the Association, if general Common Area, or 80% of the Class "A" votes of Lots to which the Limited Common Area is assigned, if Limited Common Area, and the Declarant during the Development and Sale Period, decide, within 90 days after the loss, not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 90-day period, then the period may be extended until 90 days after such funds or information are available. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed (unless required by FNMA, HUD, FHA or VA).

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall deposit any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, in a capital improvements account for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

#### 7.4 Enforcement.

(a) The Association, acting through the Board, may impose sanctions for violation of the Governing Documents, subject to the notice and hearing procedures set forth in the By-Laws, as applicable. Such sanctions may include, without limitation:

(i) imposing monetary fines, up to the maximum, if any, permitted by applicable laws, which may accrue from the date of notice and which shall constitute a lien upon the violator's Lot (in the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board); and

(ii) suspending the vote attributable to the violating Owner's Lot if permitted and then in accordance with applicable law; and

(iii) suspending the violator's and any guest or invitee of the violator's right to use any recreational facilities within the Common Maintenance Area in accordance with applicable law; and

(iv) suspending any services which the Association provides to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charge owed to the Association for longer than 30 days (or such longer period as is required by HUD or VA if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approvals for such Mortgages); and

(v) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and/or the Architectural Guidelines from continuing or performing any further activities in the Community; and

(vi) levying Benefited Assessments pursuant to Section 8.4 to cover costs the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Costs, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees, including, without limitation, all such Legal Costs or other costs incurred in exercising any right or remedy of the Association or Board as set forth in this Section 7.4.

(b) In addition, but without limitation of the Association's other rights and remedies, the Association, acting through the Board or its designee, may take the following action to enforce the Governing Documents without, to the extent permitted by applicable law, the necessity of compliance with the notice and hearing procedures set forth in the By-Laws:

(i) requiring an Owner, at its own expense, to perform maintenance on such Owner's Lot, to complete any construction or modification approved pursuant to Article IV, or to remove any structure, item or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition; or

(ii) entering the property pursuant to the easement granted in Section 11.5 and exercising self-help to remove or cure a violating condition, or to complete any

construction or modification approved pursuant to Article IV which was begun and not completed within the required time period, upon failure of an Owner to take action as required pursuant to subsection (i) above within 10 days after the Board's mailing of written notice to do so, and any such entry shall not be deemed a trespass; or

(iii) exercising self-help in any situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and removing signs that are in violation of the signage rules, regulations and restrictions), including entering the property pursuant to the easement granted in Section 11.5 in exercising such self-help; and/or

(iv) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, subject to the procedures set forth in Article XV, if applicable.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents whether brought by the Association, Declarant, or Owner, the prevailing party shall be entitled to recover all Legal Costs incurred in any such action.

(d) The Association's decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action; or

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interests, considering, among other things, hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under the same or other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

(e) The Association, by contract or other agreement, may enforce applicable governmental regulations and permit a Governmental Authority to enforce ordinances, rules, statutes, or laws within the Community for the benefit of the Association and its Members.

(f) The District and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Storm Water Management System.

(g) Declarant shall be entitled to exercise all of the rights and powers granted to the Association under Sections 7.4(a), 7.4(b) and 7.4(c) and shall be entitled to recover all costs that it incurs in so doing from the responsible Owner.

(h) Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted as provided in the Governing Documents by Declarant, its successors and assigns, the Association, its successors or assigns, or any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association shall have the right of self-help to cure any violations that remain uncured after any required notice is given.

7.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly or by reasonable implication from the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members. In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

7.6 Provision of Services to Lots. The Association may provide, or provide for, services and facilities for all or any of the Members and their Lots, and may enter into contracts or agreements with other entities, including, without limitation, Declarant or its Affiliates, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Association's budget as a Common Expense and assess it as part of the Regular Assessment, if provided to, or determined by the Board to be a benefit to, all Lots and if authorized by a majority vote of the Owners of the Lots, at a meeting held in accordance with the Governing Documents, including all applicable notice and quorum requirements. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, internet access, security monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, and other services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services or facilities shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services or facilities provided to Owners or Lots as a Common Expense or a Limited Common Expense, shall not exempt any Owner from the obligation to pay assessments for such services or facilities.

7.7 Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with the County, may seek the formation of special purpose municipal service taxing units (“MSTU’s”). The MSTU’s will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadways, roadway informational signs, traffic control signs, benches, trash receptacles, and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Community. In the event such MSTU’s are formed, the Community will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with the County shall have the right to enter upon lands within the Community to affect the services contemplated. Each Owner, by acquiring lands within the Community, agrees to pay each and every MSTU assessment imposed upon the Owner or the Owner’s land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with the County to provide the services funded by the MSTU’s. Services performed by an MSTU that would otherwise be performed by the Association and for which the MSTU imposes assessments on the Owners shall be removed from the Association’s budget and the Board shall reduce the Regular Assessment accordingly.

7.8 Relationships with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of maintenance of Common Maintenance Areas.

7.9 Relationship with Governmental and Tax-Exempt Organizations. The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public or private utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Association, and the Members. The Association may contribute money, real property (including, without limitation, Common Area), personal property, or services to any such entity. Any such contribution may be a Common Expense and included as a line item in the Association’s annual budget.

For the purposes of this Section, a “**tax-exempt organization**” shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (“**Code**”), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.10 Right To Designate Sites for Governmental and Public Interests. During the Development and Sale Period, Declarant may, but is not obligated to, designate sites within the Community for government, education, or religious activities and interests, including, without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. Subject to the approval requirements set forth in Section 16.9, the sites may include Common Area, in which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

7.11 Provision of Services to Service Areas.

(a) Declarant, on **Exhibit "A"** to this Declaration and/or by Supplemental Declaration submitting additional property to this Declaration, may assign the submitted property to one or more Service Areas (by name or other identifying designation) as Declarant deems appropriate, in Declarant's discretion, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to the Lots within such Service Area in addition to those which the Association generally provides to all Lots. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to designate or redesignate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area shall be assessed against the Lots within the Service Area as a Service Area Assessment.

(b) The Board may, by resolution, designate a group of Lots as a Service Area and levy Service Area Assessments against such Lots to fund the costs of operating, maintaining, repairing, replacing and/or insuring certain portions of the Common Maintenance Area within or adjacent to such Service Area. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way, and greenspace between the Service Area and adjacent public roads, private streets within the Service Area, and lakes or ponds within the Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; however, all similarly situated Lots shall be treated the same. Any such designation shall require the consent of Declarant during the Development and Sale Period.

7.12 Responsibilities Under Governmental Permits. Declarant shall have the absolute and unconditional right in its sole discretion to assign, delegate, or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Community. The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment, delegation, or transfer and assumption shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association shall promptly execute any documents which Declarant requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. If not earlier assigned and transferred to the Declarant, Declarant shall be deemed to have assigned and transferred, and the Association shall be deemed to have accepted and assumed, all of Declarant's continuing obligations and/or responsibilities under all governmental permits and approvals with respect to the Community upon termination of the Class "B" Control Period. Notwithstanding the foregoing, all obligations under governmental permits and approvals with respect to the Community which are contemplated to be assigned, delegated and transferred to and assumed and discharged by the Master Association

pursuant to the Master Declaration, including, without limitation, Declarant's continuing obligations with respect to the Surface Water and Storm Water Management System under the Permit shall be deemed assigned to and assumed by the Master Association pursuant to the Master Declaration. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Association shall indemnify, defend and hold Declarant harmless from any claims or losses arising out of the violation or failure to comply with any permit(s), or out of the operation, maintenance or use of any improvement or facility authorized by the permit(s), provided such claim or loss first occurs after the effective date of the assignment, delegation, transfer (or tender of the assignment, delegation, or transfer, if wrongfully refused by an Association).

7.13 Waterways; Water Level and Use. With respect to any waterways now existing or which may hereafter be contained within or adjoining the Community, only Declarant and the Master Association pursuant to the Master Declaration and (and after termination of the Class "B" Control Period, the Association) shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by Declarant, the District if applicable, the Master Association (and following the termination of the Class "B" Control Period, the Association or the ARB). No boats or other water vehicle or craft shall be permitted on such waterways. Subject to the provisions of this Declaration, the Master Declaration and applicable law, the Association shall have the right and, to the extent required by the terms of Section 7.14 or any applicable governmental permit or ordinance as permitted by law, the obligation, to control the growth and eradication of plants, fowl, reptiles, animals, fish, fungi and other growth in, on and around such waterways.

7.14 Surface Water and Storm Water Management System. The Declarant has caused or will cause to be constructed within the geographic area shown by the Plat drainage retention/detention areas. These drainage structures are part of the overall drainage plan for the Property. The Master Association and the Association shall have unobstructed ingress to and egress from all retention/detention areas within the Property at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. Should any Lot Owner fail to sufficiently maintain any portion of the Surface Water and Storm Water Management System within its boundaries (or any portion of a surface water management system which connects with the Surface Water and Storm Water Management System), the Master Association or the Association shall have the authority to maintain such portion and the cost of such maintenance shall be assessed against and become a debt of the Owner to the Association as a special assessment and shall become immediately due and payable as provided for other assessments of the Master Association or the Association. Consequently, no Owner shall utilize, in any way, any of the drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Master Association and Association. The Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

(a) Maintenance, Operation, and Monitoring. To the extent not undertaken by the Master Association pursuant to the Master Declaration, the Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. The Association shall have no responsibility for the maintenance, operation, repair and replacement of the Surface Water and Stormwater Management System so long as same is being undertaken and discharged by the Master Association pursuant to the Master Declaration. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage; water storage, conveyance, or other surface water or storm water management capabilities are permitted by the District, ACOE, and/or DEP. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by the District, ACOE, and/or DEP. Notwithstanding anything contained herein to the contrary, the Association (if undertaking maintenance of same) shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of Declarant or the Architectural Review Board. The Association (if undertaking maintenance of same) shall maintain, as part of the Common Maintenance Areas, the Surface Water and Storm Water Management System and shall comply with conditions of the permits from the District, the United States Army Corps of Engineers (“ACOE”), DEP, the County, or the State of Florida for the Surface Water and Storm Water Management System within the Community. The Association shall, when requested by Declarant and to the extent not assigned to and assumed by the Master Association pursuant to the Master Declaration, apply for the issuance of, or accept assignment of, all District, ACOE, DEP, County and State of Florida permits for the Community (as the Community may be expanded by the annexation of additional phases as herein contemplated) and shall be designated as the “permittee” thereof. The conditions of the permits include monitoring and record keeping schedules, and maintenance. The following additional conditions shall apply to the extent that the Association accepts and assumes responsibility for such systems:

(i) The Association shall hold and save the District, ACOE, County and the State of Florida harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance, or use of any improvement or facility authorized by the permits.

(ii) The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permits, as required by the DEP, District, ACOE, County, and/or the State of Florida. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permits and when required by the District, ACOE, County, and State of Florida rules, per permits.

(iii) The Association specifically agrees to allow authorized District, ACOE, County, and State of Florida personnel, upon representation of credentials or other documents as may be required by law, access to the Common Maintenance Areas where the permitted activity is located or conducted at all reasonable times for the purposes of inspection and testing to determine compliance with the permits and District, ACOE, County and the State of Florida regulations, such as:



- (A) having access to and copying any records that must be kept under the conditions of the permits; and
- (B) inspecting the facilities, equipment, practices, or operations regulated or required under the permits; and
- (C) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permits or District, ACOE, County and State of Florida rules; and
- (D) gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

(iv) The Association shall submit inspection reports in the form required by the District, ACOE, County, and State of Florida, in accordance with the following schedule unless specified otherwise here or in permit applications:

- (A) for systems utilizing exfiltration, the inspection shall be performed 18 months after operation is authorized and every 18 months thereafter; and
- (B) for systems utilizing retention and wet detention, the inspections shall be performed two years after operation is authorized and every two years thereafter.

(v) It shall be the responsibility of each Owner at the time of construction of a building, residence, or other structure on such Owner's Lot, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to Chapter 40E, F.A.C., approved and on file with the District.

(vi) It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Community includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District and the ACOE. Owners should address any question regarding authorized activities within any wet detention pond to the District Service Office, and the ACOE.

(vii) No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats, unless prior approval is received from both the District Regulation Department pursuant to Chapter 40E, F.A.C., and from the County, the Association and Declarant, including architectural review as provided in Article IV hereinabove. If such activities are subject to ACOE or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(viii) Neither the Association nor any Owner shall engage in any construction related activities within any part of the Surface Water and Storm Water Management System unless such activities have been approved in writing by the District, or are specifically authorized by the conditions of the applicable permits. Without limitation, the following activities are deemed construction related and are prohibited unless authorized in accordance with this subsection: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water and Storm Water Management System. If such activities are subject to the ACOE, County, or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(ix) The Association, through its Board, shall be responsible for enforcing the provisions of this Declaration; however, in addition to enforcement by the Association, Declarant hereby reserves unto itself, and grants to the Master Association, County and the District, the non-exclusive right, but not the obligation, to enforce the provisions of this Declaration concerning compliance with the Surface Water and Storm Water Management System permit, all applicable federal, state, and local laws, ordinances, and regulations, and all applicable rules and regulations of the Association against any person or entity in violation including the Owners, the Association, Builders, Affiliates of Declarant, and Declarant by the exercise of any remedies available at law or in equity, or otherwise provided in this Declaration for the protection and benefit of the Association, its Members, and the Community. Notwithstanding anything in this Declaration to the contrary, in the event that the County or the District elects to take enforcement action against any Owner, Declarant, Declarant Affiliate, the Association, or any other Person for violation of the terms of any permit, law, ordinance, rule, or regulation, such enforcement shall not be subject to the dispute resolution provision of Article XV of this Declaration.

(b) Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Master Association and the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40E, F.A.C., and be approved by the SFWMD prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Master Association and the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System in accordance with the requirements of the permits.

(c) Shared Facilities. It is expected that certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of both the Community and adjacent lands not owned by Declarant and not within the Community, including all those lands subject to the Plat of Willowcove, as recorded in Plat Book 61, Page 81, Public Records of St. Johns County, Florida (the "Adjacent Property"). The Master Declaration and the Plat reserve and grant drainage and/or use easements and rights for the operation and management of the Surface Water and Storm Water Management System for the benefit of the Community Property and the Adjacent Property. Declarant reserves the right to grant such additional drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Community, the Adjacent Property and/or lands owned

by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Master Association of the Association, as the case may be.

## ARTICLE VIII ASSOCIATION FINANCES

### 8.1 Budgeting and Allocating Common Expenses.

(a) Calculation of Regular Assessments. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses it expects to incur for the coming year, including any contributions to be made to reserves pursuant to Section 8.2 for periodic major maintenance, repair and replacement of items that the Association maintains as a Common Expense. To the extent not included within the budget and assessments of the Master Association pursuant to the Master Declaration, the budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance of the Surface Water and Storm Water Management System and, as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic major maintenance, repair and replacements to the Common Maintenance Areas as provided in Section 8.2, including, without limitation, contributions to reserves for the Surface Water and Storm Water Management System. If required by the Master Association, the budget shall include as a Common Expense or Limited Common Expense, as appropriate, all sums assessed against the Community or any portion thereof by the Master Association under the Master Declaration. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities, and any other non-assessment income.

The Association is authorized to levy Regular Assessments to fund the Common Expenses against all Lots subject to assessment under Section 8.5, in the proportions described in Section 8.5. In determining the Regular Assessment rate, the Board may consider any assessment income expected to be generated from any property anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Regular Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a summary of the proposed budget and notice of the Regular Assessment to be levied pursuant to such budget to each Owner at least 30 days prior to the effective date of the budget. The budget and assessment shall automatically take effect on such date unless disapproved at a meeting by Members representing 75% of the total Class "A" votes and by Declarant during the Class "B" Control Period. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Section 2.5 of the By-Laws. Any such petition

must be presented to the Board within 14 days after mailing of the budget and notice of the Regular Assessment.

If any proposed budget is disapproved, or if the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Regular Assessment from time to time during the year, subject to the notice requirements set forth above and applicable law.

(b) Calculation of Service Area Assessments. Before the beginning of each fiscal year, the Board shall prepare a separate budget for each Service Area of the estimated Limited Common Expenses which it expects to incur on behalf of such Service Area for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2 for periodic major maintenance, repair and replacement of items that the Association maintains on behalf of the Service Area as a Limited Common Expense. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Limited Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities maintained on behalf of the Service Area, and any other non-assessment income.

The Association is authorized to levy Service Area Assessments, to fund the Limited Common Expenses for each Service Area, against all Lots in the Service Area that are subject to assessment under Section 8.5, in the proportions described in Section 8.5, except that, unless otherwise specified in the applicable Supplemental Declaration, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures, may be levied on each of the benefited Lots in proportion to the benefit received, as the Board may reasonably determine. In determining the Service Area Assessment rate for any Service Area, the Board may consider any assessment income expected to be generated from any property in the Service Area anticipated to be subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Service Area Assessment applicable to any Service Area for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a summary of the proposed budget and notice of the Service Area Assessment to be levied pursuant to such budget to each Owner at least 30 days prior to the effective date of the budget. The budget and assessment shall automatically take effect on such date unless disapproved at a meeting by Members representing 75% of the total Class "A" votes and by Declarant during the Development and Sale Period. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Section 2.5 of the By-Laws. Any such petition

must be presented to the Board within 14 days after mailing of the budget and notice of the Service Area Assessment.

If any proposed budget is disapproved, or if the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

All amounts that the Association collects as Service Area Assessments shall be expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

8.2 Budgeting for Reserves. The Board shall prepare and periodically review separate reserve budgets for the Common Maintenance Area, and for each Service Area for which the Association maintains capital items as a Limited Common Expense, which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each budget. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1(a), or the Service Area budgets adopted pursuant to Section 8.1(b), as appropriate, reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period.

Reserve funds shall be held in a separate account or accounts from the operating and other funds of the Association. Reserve funds collected for each Service Area shall be segregated from reserves collected for Common Maintenance Areas or other Service Areas.

The reserve funds held in each account may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period.

8.3 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Lots within any Service Area, if such Special Assessment is for Limited Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of a majority of the Board, and the affirmative vote or written consent of Declarant, during the Development and Sale Period. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4 Benefited Assessments. The Association may levy Benefited Assessments against one or more particular Lots as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer (which might include the items identified in Section 7.6 or Section 8.10) or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs, subject to the limitations of Section 7.4, as applicable.

8.5 Assessment Rate; Commencement of Assessments; Time of Payment. The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. Regular and Special Assessments for Common Expenses shall be allocated equally among all Lots subject to assessment,

Owners shall pay assessments in the manner and on the dates the Board establishes. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners who have failed to pay, on a timely basis, two or more payments, in any 12 month period, of any nature, due under the Governing Documents. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, the Regular Assessment and Service Area Assessment shall be due and payable in advance on the first day of each month. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require that the outstanding balance on all assessments be paid in full immediately.

8.6 Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, covenants and agrees to pay all assessments levied in accordance with the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of 18% per annum or the maximum rate permitted by law, whichever is less), late charges as determined by Board resolution, and Legal Costs, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Regular Assessments and Service Area Assessments, if any, on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempted from liability for assessments by non use of Common Maintenance Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Following a written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. Notwithstanding anything to the contrary contained in this Declaration, to the extent permitted by Florida law, during the Class "B" Control Period, Declarant may satisfy the obligation for assessments (including the portion of such assessments which result from or relate to assessments of the Master Association under the Master Declaration) on Lots which it owns either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between (i) the amount of assessments levied on Class "A" Member-owned Lots, plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, excluding contributions to reserves and excluding special assessments arising as a result of any unusual loss or liability. Unless Declarant otherwise notifies the Board in writing at least 30 days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After termination of the Class "B" Control Period, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

(c) Declarant's Right to Loan or Advance Funds. Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations, in addition to Declarant's obligation to pay assessments or fund the deficit under Section 8.5 or 8.6(b). Notwithstanding anything to the contrary contained in this Article 8, if Declarant loans, advances or otherwise pays assessments in excess of its obligations under Sections 8.5 or 8.6(b) then any such sums shall be repaid to the Declarant prior to the termination of the Class B Control Period.

8.7 Lien for Assessments. The Association may record a lien against any Lot, including Declarant's Lots, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments shall include interest, late charges (subject to Florida law), and Legal Costs. Such lien shall be superior to all other liens, except (a) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (b) other liens or encumbrances which by law would be superior. The Association's lien may be

enforced by suit, judgment, and/or judicial or nonjudicial foreclosure, unless prohibited by applicable law.

Notwithstanding the above, and subject to applicable law, the Board may designate assessments or charges levied solely for the purpose of funding Common Expenses related to acquisition, development, or construction of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) as a “**Capital Improvement Assessment**,” and the lien therefore shall be superior to (a) the Association's lien for other Common Expenses and Limited Common Expenses, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage, and convey the Lot. The Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure by the first Mortgagee (or pursuant to a deed in lieu of foreclosure to a first mortgage) extinguishes the lien relating to any amounts due prior to the Mortgagee's foreclosure or the deed in lieu of foreclosure. The purchaser of such foreclosed Lot shall not be personally liable for assessments on such Lot due prior to the foreclosure sale. Such unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 8.5, including, without limitation, such purchaser, its successors and assigns.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

8.8 Exempt Property. The following property shall be exempt from payment of Regular Assessments, Service Area Assessments, and Special Assessments:

- (a) All Master Property; and
- (b) All Common Area and other portions of the Community which are not Lots; and
- (c) Any property dedicated to and accepted by any governmental authority or public utility.

8.9 Initial One-Time Assessment. The Association hereby establishes an initial one-time assessment (the “**Initial Assessment**”) applicable to each Lot in such amount as determined in the Board's discretion, not to exceed 300% (three months) of the full Regular Assessment per Lot levied for the year in which the Initial Assessment is due and payable. The Initial Assessment shall become due and payable upon first occupancy of such Lot as a place of residence by a Class “A” Member or upon the first conveyance of the Lot with a completed dwelling, whichever occurs first. Such Initial Assessment may be used to fund the Association's



initial start up costs and other operating expenses or to help fund reserves, in the Board's discretion. The Initial Assessment may be referred to by another name, such as Working Capital Contribution, Working Fund Contribution or some other name, in marketing and disclosure materials.

No further Initial Assessment shall be due for any subsequent transfer of ownership of any Lot from one Class "A" Member to a successor Class "A" Member.

8.10 Use and Consumption Fees; Licenses and Royalties. The Board may charge use and consumption fees to any Person using Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners). Any such fees charged to Owners shall be considered a Benefited Assessment against the Lots of such Owners under Section 8.4(a).

As set forth in Section 10.7, the Association may enter into license agreements with Declarant or other parties to permit the Association's use of trade names or service marks (e.g., use of the name "**Willowcove Park**"). To the extent permitted by such license agreements, the Board may enter into sub-license agreements, under negotiated terms, which permit others within the Community to use such trade names and/or service marks. The Association may charge fees and collect royalties in connection with such sub-license agreements; provided, Declarant and any Declarant Affiliate shall retain the absolute right to use such trade names and service marks without payment of any license fees. Any such fees and royalties shall be considered a Benefited Assessment under Section 8.4(a).

## ARTICLE IX EXPANSION OF THE COMMUNITY

9.1 Annexation by Declarant. Declarant may, from time to time, subject to this Declaration all or any portion of the property described in Exhibit "B" by recording a Supplemental Declaration describing the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant. Notwithstanding the foregoing, no property may be annexed to or subject to this Declaration unless it is also subject to the Master Declaration.

Declarant's right to annex property pursuant to this Section expires when all property described in Exhibit "B" has been subjected to this Declaration or fifteen (15) years after this Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right, in whole or in part, to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or Exhibit "B." Any such transfer shall be memorialized in a recorded instrument executed by Declarant.

Nothing in this Declaration shall require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

Declarant intends to develop the Community in accordance with the Development Plan, but hereby reserves the right to modify the Development Plan and any Plat from time to time in its discretion and at its option. Declarant shall not be required to follow any predetermined order

of improvement and development within the Plat or Community; and it may annex additional lands and develop them before completing the development of the Community.

9.2 Annexation by the Association. The Association also may annex property to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property. Notwithstanding the foregoing, no property may be annexed to or subject to this Declaration unless it is also subject to the Master Declaration. Annexation by the Association shall require the affirmative vote or written consent of Members representing more than 50% of the Class "A" votes and the consent of the property owner. In addition, during the Development and Sale Period, Declarant's written consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's consent is required.

In the event that either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs insures or guarantees any Mortgage encumbering a Lot, and the regulations or procedures of such agency require under such circumstances approval of annexations by such agency or determination by such agency that such annexation is consistent with the general plan of development for the Community, then such approval or determination as described in Section 16.9 shall be a prerequisite to such annexation.

9.3 Additional Covenants and Easements. By Supplemental Declaration, Declarant may impose additional covenants, restrictions and easements on portions of the Community, including, without limitation, covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through Benefited Assessments or through Service Area Assessments. If someone other than Declarant owns the property, then such Owners consent and execution of the Supplemental Declaration is required. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon recording. Unless otherwise specified in the Supplemental Declaration, the Lots subjected to this Declaration by such Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Lots.

## **ARTICLE X            ADDITIONAL RIGHTS RESERVED TO DECLARANT**

10.1 Withdrawal of Property. Declarant reserves the right to amend this Declaration, until termination of the Development and Sale Period, to remove from the coverage of this Declaration any property which has not been improved by a structure intended for occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not Declarant. Except as provided in Section 7.1(b), if the property is Common Area, the Association's consent is required for such withdrawal.

10.2 Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and their assigns and builders authorized in writing by Declarant may construct, maintain, and operate upon portions of the Common Area and property they own, such facilities, activities, and things as, Declarant, in its discretion, may deem to be required, convenient, or incidental to the construction or sale of Lots in this Community and in any other Community developed by Declarant. Such permitted facilities, activities, and things shall include, without limitation, business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales' offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and their assigns, and authorized builders may park vehicles in areas other than garages or driveways, including, without limitation, on streets.

10.3 Right to Develop. Declarant and its Affiliates, and their respective employees, agents, and designees, shall have a right of access and use, and an easement over, upon, and under, all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area, the Exhibit "A" property and to the Exhibit "B" property, as Declarant deems appropriate in Declarant's discretion.

Each Owner acknowledges that the development of the Community may extend over a number of years, and agrees and consents to all changes in (a) uses or density of Lots or dwellings within the Community, and/or (b) the Development Plan.

Notwithstanding anything contained in any written letter, document or materials, or oral statement received by any Owner, each Owner acknowledges and agrees that the present plans and themes for the Community's development may change and that such Owner has not relied on any representation, warranty, or assurance by any Person (a) that any Lots, or other property or facilities, will be added, modified, or eliminated within the Community; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to the current or future: (a) design, construction, completion, development, use, benefits, or value of property within the Community; (b) number, types, sizes, prices, or designs of any residential or non-residential structures or improvements built or to be built in any part of the Community; or (c) use or development of any property adjacent to or within the vicinity of the Community.

10.4 Right to Approve Changes in the Community Standards. No amendment to or modification of any Use Restrictions, rules, or the Architectural Guidelines during the Development and Sale Period shall be effective without prior notice to and the written approval of Declarant.

10.5 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Declaration or the By-Laws may, except to the extent restricted by Florida law, be transferred, in whole or in part, from time to time, to other Persons. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right. In such case, a recorded instrument is not required.

10.6 Community Systems and Services. Declarant reserves for itself, its successors and assignees, and grants to the Association (after Declarant no longer owns any property described on Exhibit "A" or Exhibit "B" or at such earlier time as Declarant elects in writing) the exclusive and perpetual right to provide and operate, or to permit others to provide and operate, within the Community, such telecommunication systems (including, without limitation, cable television, community intranet, internet, and other systems for receiving, distributing, and transmitting electronic data, signals, and audio or visual communications), security systems and services, utilities, trash collection, and other systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "**Community Systems and Services**") as Declarant, in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed, if applicable, to provide such services in the vicinity of the Community, and to charge individual users a fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Declarant may receive, and shall be entitled to retain, any rebate, credit, fee, or incentive relating to the installation, operation, or provision of any Community Systems and Services.

During the Development and Sale Period, Declarant may require that the Association enter into agreements for the provision of Community Systems and Services to all Lots as a Common Expense, or to Lots within a particular Service Area as a Service Area Expense. If particular services or benefits are provided to particular Owners or Lots at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as a Benefited Assessment.

10.7 Rights To Use Names; License Agreements. The Community Name, the name "**Dream Finders Homes**," and all similar or derivative names, along with all logos associated therewith, are the proprietary trade names and service marks of Dream Finders Homes, Declarant, or their Affiliates. No Person shall use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction or in any other fashion or manner without the prior written consent of the Person who owns such mark in each instance. In addition, due to the integrated nature of the Community as a planned community, and the public identification of the Lots with the Community, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent in each instance. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate in Declarant's discretion.

Notwithstanding the above, Owners may use the name "Willowcove Park" where such term is used solely to specify that their particular Lot is located within the Community (subject, however, to such terms and conditions as Declarant may impose in order to protect any registered trade names and service marks).

The mark or trademark owner may condition such use of the mark by the Association or any Owner upon the signing of one or more license agreement(s) which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s)

shall be non-exclusive, non-transferable, in form and substance acceptable to the owner of the mark.

10.8 Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate, from time to time, the right to inspect, monitor, test, redesign, modify and correct any structure, improvement, or condition which may exist on any portion of the Community, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages. The Person exercising this easement shall promptly repair, and pay for, any resulting damage. The provisions of this paragraph do not impose any obligation on Declarant or any other Person to perform any such inspection, monitoring, testing, redesigning, modification, or correction.

10.9 Right to Notice of Design or Construction Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given an opportunity to meet with the property Owner and conduct an inspection.

10.10 Termination of Rights. Rights granted Declarant under this Article (other than the rights granted in Sections 10.6 and 10.7) shall terminate upon the earlier of (a) the period specified in the particular Section, if any; or (b) 25-years from the date this Declaration is recorded. Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association that provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's projects. This Article shall not be amended without Declarant's prior written consent.

10.11 Exclusion of Declarant's Other Properties. By accepting a deed to a Lot, each Owner specifically acknowledges that nothing contained in this Declaration shall, in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Declarant Affiliate of any property either of them owns, whether contained within or contiguous to the Community. Declarant and its Affiliates shall have full, free, and unrestricted use of its and their other lands, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant owns.

## ARTICLE XI            EASEMENTS

11.1 Easements in Common Area. Subject to the provisions below, every Owner shall have a right to use an easement of enjoyment in and to the Common Area or Limited Common Area together with an easement of access to and from the Common Area or Limited Common Area, which shall be appurtenant to and shall pass with the title to the Lot or Unit owned by such Owner. Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Common Area, as stated in this Section 11.1:

(a) The Governing Documents and any other applicable covenants, including, without limitation, the Master Declaration and the rights of the Master Association thereunder;

(b) Any restrictions or limitations contained in any deed conveying the property to the Association;

(c) The Board's right to:

(i) adopt rules regulating Common Area use, including, without limitation, rules limiting the number of guests who may use the Common Area, and charge use fees for such use;

(ii) suspend the right of an Owner and its guests and invitees to use any Common Maintenance Area amenity (A) for any period during which any assessment or other charge against the Owners Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents, all in accordance with applicable law;

(iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;

(iv) rent any portion of the Common Area on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may, but need not, be subject to admission charges, membership fees, or other user fees established in the Board's discretion (except to the extent inconsistent with any easement agreement relating thereto); and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section 16.9.

(d) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "**Limited Common Areas**," if any, as described in Article XIII.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot in accordance with this Declaration shall be deemed to have

assigned all such rights to the tenants of such Lot for the lease term and shall not have any right to utilize the Common Area during such term, except as necessary to access the Lot.

Each Owner has a perpetual, non-exclusive ingress and egress easement to their Lot over the Common Area roadways.

11.2 Easements of Encroachment. Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. Such easement shall permit encroachment only by a structure, improvement or fixture which has been constructed by Declarant or approved in accordance with Article IV of this Declaration and which is constructed on another's property without the actual intention of encroaching on such property. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3 Easements for Encroachments. Declarant hereby subjects each of lots to an easement for encroachments created by construction and/or settling of Living Units and declare that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Living Unit is partially or totally destroyed, and then rebuilt, the Owner of a Living Unit so affected covenants and agrees that minor encroachments on parts of the adjacent Lot within the said building plot due to construction shall be permitted and that a valid easement for said encroachments and maintenance thereof shall exist.

11.4 Easements for Utilities, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, its duly authorized agents, successors and assigns, so long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or Exhibit "B," and grants to the Association, subject to Declarant's rights under Section 10.6, perpetual, non-exclusive easements throughout the Community and under all structures (but not through a structure) to: (i) install utilities and infrastructure to serve the Community, including, without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, drainage structures, facilities and systems, and security and similar systems and other Community Systems and Services; (ii) install walkways, pathways and trails, curb cuts, driveways and paved areas, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose (or for the installation of landscaping or utilities) on a Plat; (iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; (iv) access and read utility meters; and (v) for any other purpose in Declarant's sole discretion. The right, license, or easement granted to a utility supplier shall include the non-exclusive right to ingress and egress over any streets or under any structure for access and maintenance of its equipment and facilities.

Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to record such specific easements anywhere in the Community (except through a

structure) as may be necessary or appropriate, in Declarant's sole discretion, to assist in the development and operation of the Community.

(c) Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize, to the extent reasonably practical, interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.5 Easements to Serve Additional Property. Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area and Lots for enjoyment, use, access, and development of the Adjacent Property and the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area and Lots for construction of roads and for connecting and installing utilities.

If the above easement is exercised for permanent access to any property which is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into an agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder, except to the extent such easement was created prior to the recordation of this Declaration.

11.6 Easements for Maintenance, Emergency and Enforcement. Declarant grants to the Association easements over the Community as necessary for the Association to fulfill its maintenance responsibilities under this Declaration and any Supplemental Declaration. The Association shall also have an easement and the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capacities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including Legal Costs, shall be assessed against the Lot Owner as a Benefited Assessment.

11.7 Easements for Maintenance of Bodies of Water and Flooding. Declarant reserves for itself, the Master Association, the Association, the District, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Common Maintenance Areas and the Community to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation



water to the Common Maintenance Areas; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. Declarant, the Master Association, the Association, the District, and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Master Association, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Maintenance Area and Lots (but not inside a dwelling or other structure) adjacent to or within 50 feet of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Maintenance Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in, and repair any damage resulting from, their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or for other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

11.8 Easements for Cross-Drainage. All portions of the Community shall be burdened with easements for drainage of stormwater runoff from other portions of the Community and the Adjacent Property; however, no Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, the District, if applicable, and Declarant during the Development and Sale Period.

11.9 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include, without limitation, the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

11.10 Easement for Maintenance of Surface Water and Storm Water Management System. The Declarant, the Master Association and the Association shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, the Declarant, the Master Association and the Association shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Declarant, the Master Association and the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water

Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person other than Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the prior written approval of the Master Association and Association, and, during the Development and Sale Period, Declarant's prior written consent.

11.11 Sign Easement. Declarant reserves for itself and the Association an easement (herein referred to as the **“Entry, Sign and Landscape Easement”**) over, upon, and across all areas designated as **“Landscape Tract,” “Signage Tract,” “Landscape Area,” “Entryway Feature Easement Area or Tract”** or **“Open Space”** or identified by similar designation, on any Plat, for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access to the Entry, Sign and Landscape Easement, or install or remove any plant or other improvement or installation placed in the Entry, Sign and Landscape Easement by the beneficiaries thereof, or obstruct the view of the Entry, Sign and Landscape Easement from the adjacent street right-of-way. All signs, walls, monuments, entry features, landscaping, utility, irrigation and other permanent improvements installed in the Entry, Sign and Landscape Easement by Declarant shall become the Common Area of the Association upon conveyance from Declarant, and the Association shall maintain such Entry, Sign and Landscape Easement and the improvements therein as part of the Common Area. In addition, Declarant and any designee of Declarant shall have the right, without the prior approval of the Association or any Owner, within the Entry, Sign and Landscape Easement, erect, change, move, remove, repaint, maintain, and otherwise exercise complete and unfettered control over marketing signs at all times prior to the sale of the last Lot owned by Declarant or any designee of Declarant in the Community, and all such marketing signs shall be and remain the exclusive property of Declarant (or such designee of Declarant) and shall not be deemed part of the Common Area owned by the Association.

11.12 Easement for Irrigation Equipment. If there is a master irrigation system for the Community, the Declarant, the Master Association and the Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Lot, except any area upon which buildings have been erected by Declarant or otherwise in accordance with Article IV, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Lots and/or Common Area. The foregoing easement shall not impose any obligation on the Association, the Master Association and/or Declarant to install any such improvements.

### 11.13 Roadways.

(a) The roadways within the Community (**“Roadways”**), as depicted on any Plat, shall be dedicated to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plat and any law, ordinance, or regulation governing the Community.

(b) Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in the Community and for performing any other work within the Community (including Lots) which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Association may adopt; however, during the Class "B" Control Period, Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

(c) The Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for Owners, law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

11.14 General Development Easements. The Declarant reserves for itself, its successors or assigns, a blanket easement throughout the entire Community, to allow it to take whatever action it determines is necessary or beneficial to the development or operation of the Community. This blanket easement is to allow the Declarant to construct all of its improvements in the Community, whether on Common Area or on Lots, in the manner that it deems necessary. This means that the Declarant has access and use of any Lot or Common Area as is necessary to construct any improvement within the Community. It also is reserved for the purpose of allowing the Declarant, if it deems necessary, to repair, relocate, construct, or maintain any of the improvements installed in the Community.

## **ARTICLE XII      CONSERVATION EASEMENTS, NATURAL CONDITIONS AND PRESERVES**

### 12.1 Conservation Easements.

(a) Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the District and/or the County (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "Conservation Easements"). Certain Conservation Easements are set forth on the Plat. There are no other Conservation Easements established by this Declaration;

however, Declarant reserves unto itself and to the Association the right to grant such easements over and upon portions of the Common Area or Lots unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes, and the following provisions. For the purposes of this Declaration, any portion of the Common Area encumbered by a Conservation Easement shall be referred to as the “**Conservation Easement Property.**”

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

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

- (i) constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;
- (ii) dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (iii) removing, mowing, trimming or destroying trees, shrubs, or other vegetation;
- (iv) excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;
- (v) using the surface area of the Conservation Easement Property, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- (vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- (vii) acting upon or using the Conservation Easement Property in a manner detrimental to such retention of land or water areas;
- (viii) acting upon or using the Conservation Easement Property in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;
- (ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and
- (x) applying of herbicides, pesticides, or fertilizers.

(d) Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

(e) Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, grant the following rights to the Easement Grantee and Declarant:

(i) to enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if the Master Association, the Association, the Owners and Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and

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

(f) Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the Master Association, the Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the Master Association, the Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

(g) Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

(h) Acts Beyond Declarant's Control. Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against Declarant, the Association or the Master Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's, the Association's or Master Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency

conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

(i) Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the Owners of any Lots encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Lots encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

(j) Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

(k) Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement Property, nor shall any person, including, but not limited to any Owner, Declarant, the Master Association and the Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within such easements without the prior written consent (as evidenced by any required permit or other official certification) of the Master Association, the Association, Declarant, the County, and the District.

## 12.2 Natural Conditions.

(a) The Community may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, alligators, and other animals, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and occupant of any Lot, and every Person entering the Community (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within or through the Community; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Community. Neither the Master Association, Association, Declarant, any predecessor Declarant, any builder, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife in the Community, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through the Community.

(b) The natural areas described in subsection (a) above may also contain creeks, ponds, or intermittent pools of water, muddy areas, and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests or any other

person acting on their behalf to enter upon, or disturb such areas in any way without the Association's or Declarant's prior written approval.

12.3 Preserves. As may be depicted on any Plat, certain tracts may be identified as “**Preserve**” or “**Private Preserve**.” Unless otherwise approved in writing by Declarant, the District, the County and any other governmental authorities having jurisdiction, the Preserve areas shall be maintained in their natural state in perpetuity. No Owner, member of an Owners household, or any other Person acting, or purporting to act, on behalf of any Owner, or for whom any Owner shall be responsible pursuant to this Declaration, shall disturb the natural environment of the Preserve areas in any way without first obtaining the written consent of the Board properly approved by the adoption of a resolution describing in detail the exact activities to be conducted within the Preserve areas, the times and dates when such activities are authorized to occur, and the identities of the Persons who are authorized to so act, together with the written consent of Declarant and any governmental authority having jurisdiction over the proposed activity.

This restrictive covenant is intended in the broadest sense, and includes, but is not limited to, trimming, cutting, or mowing grass, shrubs, trees or other plants; placing grass clippings, landscape debris, household trash or other materials; storing materials, equipment, vehicles, boats, motor homes, trailers, or other items; erecting children's playhouses, tree houses, swings, or other permanent or temporary improvements; planting trees, shrubs, grass, or ground cover; releasing birds, snakes, reptiles, insects, or other animals; grading or excavating; cultivating or gardening; or dumping dirt, sand, rocks, gravel, or other inorganic or organic material on any part of a Preserve area. No hunting or animal trapping, carrying or discharging of firearms, overnight camping or campfires, operation of motorcycles or so-called “**all-terrain vehicles**,” “**dirt bikes**,” or other motorized vehicles, implements, equipment, or conveyances are permitted within the Preserve areas at any time.

Any Owner who violates the foregoing restrictive covenants shall be responsible for the cost of restoring the affected Preserve area to the satisfaction of the Master Association, the Association, Declarant, and any governmental authority having jurisdiction thereof, and the Master Association and the Association shall have the right to prohibit the offending party from further use or enjoyment of the Preserve areas after prior notice and hearing before the Board

**BECAUSE THE PRESERVE AREAS, IF ANY, ARE TO BE RETAINED IN THEIR NATURAL STATE, SUCH AREAS SHOULD BE CONSIDERED HAZARDOUS FOR RECREATIONAL ACTIVITIES.**

**NEITHER THE MASTER ASSOCIATION, NOR THE ASSOCIATION, NOR DECLARANT, NOR ANY OF THEIR AFFILIATES, HAS ANY OBLIGATION TO PROVIDE SECURITY OR SUPERVISION FOR ANY PERSON USING A PRESERVE AREA, AND ALL PERSONS USING A PRESERVE AREA DO SO AT THEIR OWN RISK.**

**INSECTS, SNAKES, AND ANIMALS THAT MAY BE DANGEROUS TO HUMANS MAY INHABIT THE PRESERVE AREAS.**

**OWNERS SHOULD NOT ALLOW CHILDREN OR PETS TO ENTER THE PRESERVE AREA WITHOUT ADULT SUPERVISION.**

**NEITHER THE MASTER ASSOCIATION, NOR THE ASSOCIATION, NOR DECLARANT NOR ANY OF THEIR AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CONDITION OF A PRESERVE AREA OR ANY INJURY OR DEATH OCCURRING THEREON.**

**THE MASTER ASSOCIATION AND THE ASSOCIATION SHALL HAVE THE RIGHT TO IMPOSE ADDITIONAL RULES AND REGULATIONS GOVERNING THE USE OF THE PRESERVE AREAS OR FOR ANY INJURY OR DEATH OCCURRING THEREON.**

**IF THE PRESERVE AREAS, OR THE TREES OR VEGETATION THEREON, ARE DAMAGED OR DESTROYED BY FIRE, WINDSTORM, FLOOD, DISEASE, OR OTHER NATURAL OR MANMADE EVENT, NEITHER THE MASTER ASSOCIATION, NOR THE ASSOCIATION, NOR DECLARANT, NOR ANY OF DECLARANT'S AFFILIATES, SHALL HAVE ANY OBLIGATION TO REPAIR OR RESTORE THE DAMAGE OR DESTRUCTION, OR TO REMOVE ANY DEAD OR DAMAGED TREES OR OTHER VEGETATION.**

### **ARTICLE XIII LIMITED COMMON AREAS**

13.1 Purpose. Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of one or more, but less than all, Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, private roads, lakes and other portions of the Common Area primarily serving a limited area. All costs associated with ownership, maintenance, repair, replacement, management, operation and insurance of a Limited Common Area shall be a Limited Common Expense allocated in accordance with Section 8.1(b) among the Owners in the Service Area to which the Limited Common Area is assigned.

13.2 Designation. Initially, any Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; however, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Lots during the Development and Sale Period.

Thereafter, a portion of the Common Area may be assigned as Limited Common Area upon approval of (a) the Board, (b) Members representing a majority of the total Class "A" votes in the Association, and (c) Members entitled to cast a majority of the Class "A" votes attributable to Lots to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require Declarant's written consent.

13.3 Use by Others. Upon approval of a majority of Owners of Lots to which any Limited Common Area is assigned, and subject to such restrictions as such Owners may impose,



the Association may permit Owners of other Lots to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Limited Common Expenses attributable to such Limited Common Area.

#### **ARTICLE XIV PARTY WALLS AND OTHER SHARED STRUCTURES**

14.1 General Rules of Law to Apply. Each wall, fence, driveway, or similar structure built as a part of the original construction on the Lots that serves any two adjoining Lots shall constitute a party structure. For the purposes of this Article, any fence that serves to enclose only one Lot or which is otherwise installed at the option of the Owner of a Lot shall not be deemed a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party structures. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XV.

14.2 Maintenance; Damage and Destruction. Unless otherwise specifically provided in additional covenants relating to such Lots, the Owners sharing the party structure shall share equally in the cost of necessary or appropriate party structure repairs and maintenance; however, painting and other aesthetic modifications visible only to one side of the structure shall be the responsibility of the Lot Owner with such visibility.

If a party structure is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner sharing the structure may restore it and be entitled to contribution for the restoration cost in equal proportions from other sharing owners. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The Owner of each Lot is granted an easement over the adjacent Lot as necessary to make repairs and restore the Lot.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owners successors-in-title.

#### **ARTICLE XV DISPUTE RESOLUTION**

##### 15.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree to attempt to resolve disputes involving the Community or the Governing Documents without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees, to the fullest extent permitted by applicable law, not to, directly or indirectly, file a law suit for a Claim described in subsection (b) without first submitting the Claim to the alternative dispute resolution procedures described in Section 15.2.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Governing Documents;
  - (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents;
  - (iii) the design or construction of improvements within the Community, other than matters of aesthetic judgment under Article IV, which shall not be subject to review; or
  - (iv) trespass, nuisance, property damage, or enforcement of laws, codes, or ordinances within the Community.
- (c) Except that the following shall not be considered “Claims” unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 15.2:

- (i) any Association action to collect assessments, fines (see By-Laws Section 3.23) or other amounts due from any Owner;
- (ii) any Association action to obtain a temporary or permanent restraining order or injunction (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to enforce the provisions of the Governing Documents or maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents;
- (iii) any action between Owners, which does not include Declarant and/or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (iv) any action in which any indispensable party is not a Bound Party;
- (v) any action as to which the applicable statute of limitations would expire within 180 days of giving the Notice required by Section 15.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article; and
- (vi) fines pursuant to Section 3.23 of the By-Laws.

15.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (“**Claimant**”) against another Bound Party (“**Respondent**”) shall give written notice (“**Notice**”) by certified mail, return receipt requested; overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery to each Respondent, and to the Board, stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

- (ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the Bound Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Bound Parties do not settle the Claim within 30 days after submitting the matter to mediation, or within such time as determined reasonable by the mediator but which will not cause the statute of limitations to expire, the mediator shall issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative or other proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including, without limitation, attorneys' fees, and each Party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying Bound Party (or each one in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, Legal Costs.

15.3 Initiation of Litigation by Association. After the Class "B" Control Period, the Association shall not initiate any judicial or administrative proceeding which is reasonably expected to cost \$25,000.00 or more in legal fees to prosecute to completion unless first approved by the Board upon the specific recommendation of the Dispute Resolution Committee

(if created as provided in the By-Laws), or a majority of the Class "A" votes in the Association. The Dispute Resolution Committee's recommendation must be in writing and must be accompanied by a feasibility analysis including an explanation of the issues, a budget for legal and related expenses, the amount in controversy, the expectation of success, and a copy of bids from a minimum of three qualified law firms.

## ARTICLE XVI MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

16.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Association, as defined under VA Pamphlet 26-7, as it may be amended or superceded.

Otherwise, no consent from Eligible Holders shall be necessary to enable the Association to accomplish any of its operational duties and responsibilities or to exercise any of its rights.

16.2 Special FHLMC Provision. To the extent required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Class "A" Members representing at least 67% of the total Association vote consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the

Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (any decision or action in accordance with the provisions of this Declaration or any Supplemental Declaration subsequently recorded on any portion of the Community resulting in the levy of Service Area Assessments shall not be subject to this provision);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

16.3 Other Provisions for First Lien Holders. To the extent not inconsistent with Florida law and in addition to the provisions in this Declaration:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

16.4 Amendments to Documents for Article XVI Mortgage Provisions. The following provisions do not apply to (x) amendments to the Governing Documents or termination of the Association, if the same result is solely on account of destruction, damage, or condemnation pursuant to Section 16.3(a) and (b), or (y) to the annexation of land in accordance with Article IX, otherwise:

(a) The consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Class "B" Control Period, and the approval of the Eligible Holders of first Mortgages on Lots to which at least 67% of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.

(b) If and to the extent FHA, HUD or VA is insuring or guaranteeing any Mortgage on any Lot, the consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Class "B" Control Period, shall be required to amend any material provisions of the Declaration, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Maintenance Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use the Common Maintenance Area;
- (vi) responsibility for maintenance and repair of the Community;
- (vii) expansion or contraction of Community or the addition, annexation, or withdrawal of property to or from the jurisdiction of the Association;
- (viii) boundaries of a Lot;
- (ix) leasing of Lots;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;
- (xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

16.5 Construction of Article XVI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

16.6 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.7 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owners Lot.

16.8 Failure of Mortgagee to Respond. Any Mortgagee (and for purposes of this paragraph "Mortgagee" shall include FHA, VA, HUD, FNMA, FHLMC, or other similar governmental or quasi-governmental agency) who receives a written request from the Board to respond to or consent to any action, shall be conclusively deemed to have irrevocably approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified mail, return receipt requested; or overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery.

16.9 HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of HUD or the VA, if either such agency has granted project approval for such Mortgages and the approval of Declarant and 67% of the Class "A" Members: merger, consolidation, or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; dedication, conveyance (other than to correct errors on property descriptions or other inconsequential or immaterial conveyances), or mortgaging of Common Area; or material amendment of this Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

## ARTICLE XVII DISCLOSURES AND WAIVERS

17.1 No Liability For Third Party Acts. **Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in the Community. The Association may, but is not obligated to, maintain or support certain activities within the Community which are intended to promote or enhance safety or security within the Community. However, the Association and Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.**

**No representation or warranty is made that any systems or measures, including, without limitation, fire protection, burglar alarm, or other security monitoring systems, (or if there is any gate or other mechanism or system for limiting access to the Community), cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants and invitees of its Lot that the Association, the Board and its committees, Declarant and any predecessor Declarant are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties. Any gate or other mechanism or system for limiting access to the Community may, at Declarant's discretion, be left open or unattended, from time to time or at any time to facilitate access by contractors,**

subcontractors, inspectors, brokers, salespersons and others to any sales office and/or Lots that are under construction or for sale.

17.2 View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots or any open space or any other portion of the Community within the Community will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) and Declarant have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

17.3 Notices and Disclaimers as to Community Systems and Services. In recognition of the fact that interruptions in cable television and other Community Systems and Services will occur from time to time, neither Declarant nor any of Declarant's successors or assigns (and their Affiliates) shall in any manner be liable for, and no Community System and Service user shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in Community Systems and Services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant shall be entitled to retain any rebate, discount, or other compensation received from the provider of any Community Systems and Services in connection with the installation or operation of such system.

17.4 Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, any Declarant Affiliate, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and/or by using any portion of a Lot or the Community generally, Owners, occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Community where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, any Declarant Affiliate, or predecessor Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots within the Community.

17.5 Water Management. Each Owner acknowledges and agrees that some or all of the water features, if any, or wetlands in or adjacent to the Community are designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations within the immediate area, water levels will rise and fall.



Each Owner further acknowledges and agrees that Declarant does not have, or is not obligated to exert, control over such elevations. Therefore, each Owner agrees to, and does by purchase of a Lot, release and discharge Declarant and Declarant Affiliates and any predecessor Declarant from and against any and all losses, claims, demands, damages, and expenses of whatever nature or kind, including, without limitation, Legal Costs, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any water features or wetlands located within or in the vicinity of the Community without the prior written approval of Declarant and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

**DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO LIFEGUARDS FOR THE WATERWAYS. ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.**

**EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, ACKNOWLEDGES THAT THE WATERWAYS ARE DEEP AND DANGEROUS. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.**

17.6 Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant and any predecessor Declarant (including, without limitation, their respective Affiliates, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind

or nature (including, without limitation, Legal Costs), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

17.7 Sonoc Company Deed Restrictions. The Property is subject to those certain restrictions, covenants and agreements set forth in that certain Special Warranty Deed from Sonoc Company, LLC ("Sonoc") to Declarant recorded April 24, 2006 in Official Records Book 2689, Page 463, Public Records of St. Johns County, Florida (the "Sonoc Company Deed Restrictions"). Each Owner acknowledges that ownership, improvement, occupancy and use of their Lot and the Common Area shall be subject to and in compliance with the Sonoc Company Deed Restrictions, which include, without limitation, although the reference thereto herein shall not operate to reimpose same, the following:

- (a) Development Criteria and Use and Density Restrictions applicable to the Property and Community, including all Lots and Common Areas;
- (b) Covenants, agreements and restrictions relating to the Surface Water and Storm Water Management System, the CDD Pond, landscaping maintenance and irrigation;
- (c) Prohibition on development, marketing or use of the Property for a residential community which qualifies as "housing for older persons" (as defined in the Sonoc Company Deed Restrictions prior to January 1, 2013 without prior written consent of Sonoc;
- (d) Utilities, telecommunications and access easements, covenants and rights in favor of Sonoc.

Each Owner should refer to the Sonoc Company Restrictions to confirm the specific terms and conditions of same and the effect of the Sonoc Company Restrictions on the ownership, improvements, occupancy and use of the Common Areas and their Lot.

17.8 Sonoc Agreement. Declarant purchased the Property from Sonoc subject to the terms of that certain Purchase Agreement between Sonoc and Declarant dated February 22, 2006, as amended (the "Sonoc Agreement"), a Memorandum of which was recorded April 24, 2006 in Official Records Book 2689, Page 515 of the Public Records of St. Johns County, Florida (the "Sonoc Memorandum"), setting forth certain provisions, terms, conditions and covenants with respect to the Property and the ownership, development, use and occupancy of the Property all as more particularly set forth in the Sonoc Agreement and the Sonoc Memorandum. The Sonoc Memorandum provides that a copy of the Sonoc Agreement shall be maintained at the Offices of Sonoc and Declarant for inspection. Declarant, at Declarant's option may deliver a copy of the Sonoc Agreement to the Master Association to be maintained for inspection and copying by Owners and prospective purchasers, who should refer to the Sonoc Agreement and Sonoc Memorandum to confirm the specific terms and conditions of same and the effect of same on the ownership, improvement, occupancy and use of the Common Areas and their Lot.

17.9 Tolomato Community Development District. The Community is a part of the Tolomato Community Development District ("CDD") created pursuant to the provisions of

Chapter 190, Florida statutes. In that each Lot is part of the CDD, by acceptance of the deed conveying the Lot, each Owner shall be deemed to covenant and agree to pay any and all taxes, fees and assessments imposed in connection with the CDD.

The CDD has previously issued debt (Series 2006 Bonds) to fund master infrastructure costs and a portion of that bond issue was allocated to the Community, and a portion of that amount has been allocated against each Lot in the Community. The CDD has assessed each parcel of real estate (including each Lot) to provide a means to repay said 2006 Bonds. It is anticipated that additional series of bonds will be issued by the CDD for master infrastructure that will also result in a separate assessment against the Lots within the Community. The CDD may also issue bonds to fund the neighborhood infrastructure for the Community and the Adjacent Property and each Lot in the Community may be assessed to repay those bonds. Further, each year the CDD will also make a separate assessment to pay for the operation and maintenance of CDD facilities and common areas including: the amenity center, street lights, landscape maintenance, landscape irrigation, etc. There is a cap on the total annual assessment for the repayment of bonds the proceeds of which were used to pay for master infrastructure, but there is no cap on operation and maintenance assessments or assessments for bonds the proceeds of which are used to pay for neighborhood infrastructure. Funds necessary for the payment of the annual capital costs of master and neighborhood infrastructure bonds, along with the operation and maintenance costs, are collected through annual assessments against Lots within the Community and appear on the tax bills prepared and collected by the St. Johns County Tax Collectors Office with respect to those Lots.

The operation and maintenance assessments are subject to adjustment each year depending on levels of service desired by the CDD and the costs of operation and maintenance contracts. The operation and maintenance annual assessments will be set by the CDD Board of Supervisors after the annual budget is adopted. Each summer the Board will hold annual budget hearings which are open to the public.

The following additional disclosure is hereby provided with respect to the CDD:

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

Each Owner, by acceptance of title to a Lot, acknowledges and agrees that (i) all information and disclosures provided to such Owner with respect to the CDD by Declarant, Declarant's Affiliates and any employee or agent of Declarant or Declarant's Affiliates, whether in this Declaration or otherwise, shall be for information purposes only and that such parties have made no warranty or representation regarding the accuracy or completeness of same, (ii) neither Declarant, Declarant's Affiliates, the Association nor any of their respective officers, directors,

employees or agents have made any warranties or representations regarding the amount or any change (or lack of change) in the amount of any levies, taxes, assessments, fees, charges or other sums or costs imposed by the CDD upon the Community or the Owner's Lot and (iii) by virtue of their acceptance of the deed or other instrument transferring title to their Lot, they shall be deemed to have agreed to release the foregoing parties from all claims, liabilities or expenses relating to the CDD or any levy, tax, assessment, fee, charge or sums imposed by the CDD.

17.10 Nocatee DRI. The Community and each Lot are located within a planned unit development and Development of Regional Impact ("DRI") generally known and identified as Nocatee Development of Regional Impact. The development of the Property is governed by a development order (the "Development Order") which has been adopted by St. Johns County, Florida, under Ordinance No. 2001-30 and 2006-95 as now or hereafter amended from time to time. Each Owner, by acceptance of title to their Lot, acknowledges that they shall adhere to all development and design conditions contained in the Development Order, in addition to all architectural reviews, which may be required pursuant to the Development Order and the Governing Documents.

#### **ARTICLE XVIII CHANGES IN OWNERSHIP OF LOTS**

Any Owner, other than Declarant or any Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least 14 days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Notwithstanding the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including, without limitations, assessment obligations, until the date upon which the Board receives such notice, after which the original Owner shall be released from the obligation to pay assessments levied after the date such notice is received.

#### **ARTICLE XIX CHANGES IN COMMON AREA**

19.1 Condemnation. Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within 60 days after such taking, Members entitled to cast at least 75% of the total Class "A" votes and Declarant, during the Class "B" Control Period, shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is

complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

19.2 Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property that may or may not be subject to this Declaration.

19.3 Transfer or Dedication of Common Area. The Association may convey, dedicate, or otherwise transfer portions of the Common Area to the County or to any other local, state, or federal governmental or quasi-governmental entity, with the consent of at least two-thirds of the Owners and such approval as may be required by Section 16.9; however, any dedication or transfer of Limited Common Areas to the County or to any other governmental entity shall require the consent of two-thirds (b) of the Owners entitled to use such Limited Common Area

## **ARTICLE XX AMENDMENT OF DECLARATION**

20.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until the termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose, subject to the approval requirements set forth in Article XVI, if applicable.

In addition to the specific amendment rights granted to Declarant hereinabove and elsewhere in this Declaration, until termination of the Development and Sale Period, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment.

20.2 By the Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the Association's total Class "A" votes. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment. The approval requirements set forth in Article XVI also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

20.3 Approval by the District. Notwithstanding Sections 20.1 and 20.2, any amendment to the Declaration that alters any provision relating to the Surface Water and Storm

Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, or amendment to this Section 20.3, must have the prior approval of the District.

20.4 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment, if required by applicable laws, permits and/or approvals.


Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

20.5 Exhibits. All exhibits attached to this Declaration are made a part hereof and incorporated herein by this reference.

**IN WITNESS WHEREOF**, Declarant has caused this instrument to be executed on the day and year written below.

**WITNESSES:**

**DECLARANT:**


  
\_\_\_\_\_

**DREAM FINDERS HOMES LLC**, a Florida limited liability company

By: Dream Finders Homes LLC, a limited liability company

Print Name: Thomas Santoro

  
\_\_\_\_\_

By:   
\_\_\_\_\_

Print Name: Annette Rouse

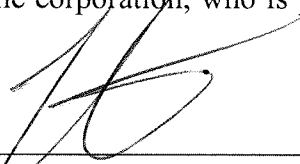
Name: TOBIN MCGUIGAN

Its: MANAGING MEMBER

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2012, by Tobi McKugan as Managing Member of Dream Finders Homes LLC, a limited liability company, on behalf of the partnership and the corporation, who is personally known to me.

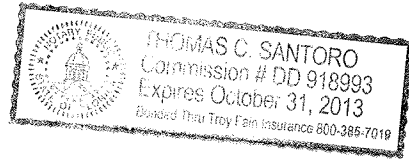


Print Name \_\_\_\_\_

Title: Notary Public

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**LAND INITIALLY SUBMITTED**

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of WILLOWCOVE PARK according to the plat thereof, as recorded in Plat Book 63, Pages 19 through 23, of the Public Records of St. Johns County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended ("**Plat**").



**EXHIBIT "B"**  
**LAND SUBJECT TO ANNEXATION**

Any parcel of land located within a two-mile radius of the perimeter boundaries of the above-described property or the property described on **Exhibit "A."**

**Note to clerk and title examiners:**

**This Declaration is not intended to create an encumbrance on title to the property described on this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplemental Declaration in accordance with Article IX.**

**EXHIBIT "C"**  
**INITIAL USE RESTRICTIONS**

The following restrictions are covenants running with the land shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to procedures of the Declaration.

1. General. The properties submitted to this Declaration shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration. Such purposes may include, without limitation, an information center and/or a sales office for Declarant and/or any real estate broker retained by Declarant to assist in the sale of property described in **Exhibit "A"** or **Exhibit "B,"** offices for any property manager retained by the Association, business offices for Declarant and the Association, and public facilities.

2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, Declarant or the Board of Directors:

(a) Except as regulated and governed by County Code, parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages, except temporarily during loading and unloading; however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. Notwithstanding the foregoing, no provision of this Declaration shall be deemed to preclude or regulate parking of vehicles in designated spaces within any Roadways (as defined in Section 11.12 of the Declaration) dedicated to the public on the Plat. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias; and

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs (except that no Pit Bulls or mixed breed Pit Bulls are allowed), cats, or other household pets of the nature commonly sold in pet stores located within regional malls in urban areas may be permitted in a Lot (not to exceed a total of three (3) such pets); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the dog shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law; and

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates an unreasonable level of noise or other conditions which tend, in the Board's judgment, to unreasonably disturb the peace or threaten the safety of the occupants of other Lots (this paragraph shall not preclude normal and customary use of power tools, lawn mowers, and other yard maintenance equipment during reasonable hours); and

(d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation; and

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy or noisy condition to exist outside of enclosed structures on the Lot; and

(f) Any noxious or offensive activity which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots; and

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of construction by Declarant or a person authorized to do so by Declarant constructing a dwelling on a Lot; and

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Lots, except alarm devices used exclusively for security purposes; and

(i) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff; and

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers; and

(k) Obstruction or re-channeling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; however, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owners consent; and

(l) Discharge of firearms; provided, no Association director, officer, employee or managing agent shall have any duty to become physically involved to stop such discharge; and

(m) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers, pool, spa and hot tub heaters, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV; and

(n) Any yard sale, garage sale, moving sale, rummage sale, or similar activity, except on such dates as the Board may designate for such activities to be conducted on a community-wide basis; and

(o) Capturing, trapping, or killing of wildlife within the Community (other than by or on behalf of the Association, Declarant or by a representative or designee of a Governmental Authority except in circumstances posing an imminent threat to the safety of persons in the Community; and

(p) Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community (except as may be approved pursuant to Article IV), or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution; and

(q) Primary use of garage shall be for parking. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article IV, or use of any garage for storage or other purposes which preclude its use for parking of that number of vehicles for which it was originally designed; and

(r) Storage of boats, personal watercraft or similar vehicles anywhere other than on trailers within a garage, or parking or storage of any motorized vehicles (other than licensed and registered motor vehicles) or trailers anywhere other than within a garage; and

(s) Operation of motorized vehicles other than mowing equipment on pathways or trails maintained by the Association; and

(t) Swimming, boating, fishing, use of personal flotation devices, fishing or other active use of ponds, streams, or other bodies of water within the Community except that Declarant, its successors and assigns, shall be permitted to draw water from ponds, streams, and other bodies of water within the Community for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community; and

(u) Entry onto any Lot for maintenance or other easement to access any lake, pond, preserve, wetland or similar area within the Community, except that the Owner and occupants of a Lot abutting any such area may access such area at points along the common boundary between such Owners Lot and such area (but shall not enter onto other Lots or portions of any maintenance or other easement abutting any other Lot) and the authorized agents, employees, contractors, and designees of the Declarant or the Association may enter upon any Lot or maintenance or other easement for the purpose of gaining access to any such area; and

(v) Any construction, erection, placement, or modification of any structure or thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, all signs, fences, basketball hoops, swing sets and similar sports and play equipment; children's play houses; clothes hanging devices; garbage

cans; woodpiles; swimming pools, spas, and hot tubs; air conditioners; tanks; solar energy devices; docks, piers and similar structures; and landscaping, hedges, walls, mailboxes, dog runs, animal pens, or fences of any kind; satellite dishes and antennas, except that:

(i) an antenna

(A) designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or

(B) designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(C) designed to receive television broadcast signals;

(“**Permitted Antenna**”) shall be permitted in rear yards of Lots shall be subject to review and approval pursuant to Article IV of the Declaration. The Reviewer or the Architectural Guidelines may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(ii) a reasonable number of holiday and religious lights and decorations may be displayed on a Lot for up to 30 days prior to a publicly observed holiday or religious observance and up to 10 days thereafter without prior approval, subject to the right of the Association or Declarant to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Lots in the area; (B) draw excessive attention or traffic; (C) unreasonably interfere with the use and enjoyment of neighboring properties; or (D) cause a dangerous condition to exist. The Association shall have the right, upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence; and

(iii) one United States flag not exceeding 36” x 60” in size may be mounted on the exterior facade of the dwelling at a location approved pursuant to Article IV of the Declaration;

(w) picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify, ridicule, denigrate, or impugn the character of Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Community.

Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech;

(x) any activity which generates a level of noise audible to occupants of other Lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches or decks) between the hours of 11:00 p.m. and 8:00 a.m., except that during the construction of dwellings on the Lots, Declarant and builders may commence construction activities within the Community at 7:00 a.m.; and

(y) any activity which violates the St. Johns County Noise Ordinance; and

(z) door-to-door solicitation within the Community.

3. Prohibited Conditions. The following shall be prohibited in the Community:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) No individual potable water supply system or well for consumptive purposes or sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community.

(d) Signs in yards that have not obtained written consent from the ARB unless such signs are consistent with signage guidelines, if any which may be issued and amended by the ARB from time to time.

**JOINDER**  
**OF**  
**WILLOWCOVE PARK**  
**HOMEOWNERS ASSOCIATION, INC.**

WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC. ("Townhomes Association") does hereby consent and join in the Declaration of Restrictions and Covenants for Willowcove Master Association recorded in Official Record Book 2950, Page 1775 of the Public Record of St. Johns County, Florida which Joinder is by this reference made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 18 day of November, 2012.

**WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation

By: Tobi McGuigan

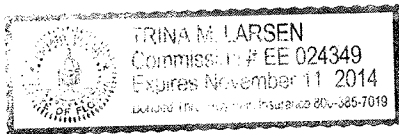
Name: Tobi McGuigan

Its: Board Member

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 18 day of November, 2012, by Tobi Mc Guigan, as President of WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.



Trina M. Larsen  
Print Name TRINA M. LARSEN  
Title: Notary Public  
Serial Number, if any: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_