

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CUNNINGHAM CREEK PLANTATION**

THIS DECLARATION, made this 20th day of March, 1995, by **BESTAR FUNDING CORPORATION**, a Florida corporation, whose mailing address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207, hereinafter called "Bestar" and **DAWSON DEVELOPMENT COMPANY, INC.**, a Florida corporation, whose mailing address is 320 East Adams Street, Jacksonville, Florida 32202 ("Developer A") **MAXXRAM JOINT VENTURE**, a Florida general partnership, whose mailing address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer B"), **BESTAR FUNDING CORPORATION**, a Florida corporation, whose mailing address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer C") and **TOWRAM JOINT VENTURE**, a Florida general partnership, whose address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer D") hereinafter individually called "Developer" or collectively called "Developers".

R E C I T A L S:

A. Bestar is the master planner of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof which is owned by Developers.

B. Developers are the owners of the Property with each separately owning that portion of the Property as follows:

<u>Developer</u>	<u>Portion of Property</u>
Developer A	Parcels I and J-3
Developer B	Parcel D
Developer C	Parcels L and M
Developer D	Parcel C

C. It is the intention and desire of Bestar and Developers to have the Property developed into single family residential homesites and to sell such homesites as part of a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

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D. Bestar and Developers desire to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developers desire to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

E. To provide for the efficient management of the Property, Bestar has created or will create a nonprofit homeowners association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION:

NOW, THEREFORE, the Developers, joined by Bestar, hereby declare that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Bestar.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Cunningham Creek Plantation Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association By-laws", respectively. The Association shall own, operate, administer and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions,

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restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

(b) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(c) "Bestar" shall mean and refer to Bestar Funding Corporation, a Florida corporation, or such other entity which has been specifically assigned the rights of Bestar hereunder and any assignee thereof which has had the rights of Bestar similarly assigned to it. Bestar may also be an Owner for so long as Bestar shall be record owner of any Lot as defined herein.

(d) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Charges" shall mean and include all General, Special and Lot Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter designated by Bestar as Common Area which is intended for the common use and enjoyment of all of the owners within the Property. Without limitation, the Common Area shall include the islands in all cul de sacs, the rights and easements for retention ponds, lakes, culverts, drainage areas and stormwater retention systems located within the Property, the rights and easements along the entrance or boundaries to each subdivision for fencing, signage, landscaping, lighting and irrigation. The Common Areas shall also include such personal property, fixtures and improvements placed or constructed by or on behalf of the Association in, upon or on the easements granted herein.

(g) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

(h) "Developer A" shall mean and refer to Dawson Development Company, Inc., or such other entity which has been specifically assigned the rights of Developer A hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer A may also be an Owner for so long as Developer A shall be record owner of any Lot as defined herein. Developer A intends to improve its portion of the Property as a fifty-three (53) lot single family residential subdivision to be known as "Bay Point at Cunningham Creek Plantation".

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(i) "Developer B" shall mean and refer to Maxxram Joint Venture, or such other entity which has been specifically assigned the rights of Developer B hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer B may also be an Owner for so long as Developer B shall be record owner of any Lot as defined herein. Developer B intends to improve its portion of the Property as a fifty-one (51) lot single family residential subdivision to be known as "Ivy Lakes at Cunningham Creek Plantation".

(j) "Developer C" shall mean and refer to Bestar Funding Corporation, or such other entity which has been specifically assigned the rights of Developer C hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer C may also be an Owner for so long as Developer C shall be record owner of any Lot as defined herein. Developer C intends to improve its portion of the Property as a forty (40) ± lot and a sixty-three (63) lot single family residential subdivision to be known as "Nottingham at Cunningham Creek Plantation" and "The Villages at Cunningham Creek Plantation", respectively.

(k) "Developer D" shall mean and refer to Towram Joint Venture, or such other entity which has been specifically assigned the rights of Developer D hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer D may also be an Owner for so long as Developer D shall be record owner of any Lot as defined herein. Developer D intends to improve its portion of the Property as a forty (40) lot single family residential subdivision to be known as "Ivy Lakes Unit Two at Cunningham Creek Plantation".

(l) "Developer" or "Developers" shall mean and refer to any one of Developer A, Developer B, Developer C or Developer D with respect to their portion of the Property and any other person or entity who shall develop the Property and any additions to the Property or collectively all of them.

(m) Intentionally Omitted.

(n) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

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

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

(q) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

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

(s) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

(t) "Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(u) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender and shall include guarantors or insurers of mortgages such as FNMA, FHA and VA.

(v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

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(w) "Plat" shall mean and refer to those certain plats of Ivy Lakes at Cunningham Creek Plantation, The Villages at Cunningham Creek Plantation, Nottingham at Cunningham Creek Plantation and Bay Point at Cunningham Creek Plantation and such other plats to be recorded by Developers and others in the public records of St. Johns County, Florida.

(x) "Property" shall mean and refer to that certain real property described in Exhibit "A", and such additions and deletions thereto as may be made in accordance with Article II hereof.

(y) "Special Assessment" shall mean and refer to those Special Assessments referred to in Article VI hereof.

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

(aa) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS

Section 1. No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 2.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or

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requiring Bestar to subject any other property now or hereafter owned by Bestar to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 2 of this Article.

Section 2. Additional Lands. Bestar may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) or to a different Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or to a different declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Bestar and the owner of the lands to be added. Bestar reserves the right to so supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of the Developers or any Owner or mortgagee of land within the Property.

Section 3. Withdrawal of Lands. Bestar may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Bestar with respect to the lands to be withdrawn.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Bestar and every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. The Association shall have three classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Developers while the Developers are Class B Members. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written

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designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

(b) Class B. Class B Members shall be the Developers, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members in their respective subdivisions, plus one. The Class B membership shall cease when the Developer has conveyed seventy-five percent (75%) of the Lots within its respective subdivision or when the Developer, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member so long as it owns any Lots.

(c) Class C. Class C Members shall be Bestar who shall be entitled to the number of votes equal to the number of votes held by all Class A Members and Class B Members, plus one. The Class C membership shall cease when each Developer has conveyed seventy-five percent (75%) of the Lots within its portion of the Property or when Bestar, in its sole discretion, elects to terminate its Class C Membership. Upon this termination of its Class C Membership, Bestar shall be a Class A Member so long as it owns any Lots.

ARTICLE IV

COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

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

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

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(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developers or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

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

Section 2. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

Section 3. Notwithstanding anything to the contrary contained in this Declaration, Bestar shall have the right, in its sole discretion, to designate land, easements, use rights and personal property as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies or open space shall be deemed contiguous). Bestar may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights or personal property from the Common Area in Bestar's sole discretion. Such additions and withdrawals shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference each such addition or withdrawal. Withdrawal of land from the Common Area by Bestar shall terminate any and all easements and rights of use of the Owners in such land. No land owned by a Developer or Bestar shall be deemed

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to be Common Area unless such land is expressly referenced as such under Article II hereof, or subsequently designated as such by Bestar pursuant to Article I hereof and this Section, even if Bestar consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section, upon Bestar's written request, the Association shall promptly execute and deliver to the Developer or Bestar, as the case may be, any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4. The Association shall, at all times, maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, personal property, fixtures and improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) placed or constructed thereon by or on behalf of the Association. Except with respect to the banks of lakes as set forth in Section 22, Article VIII hereof, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River water

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

Section 5. Each Developer hereby grants to the Association, and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

Section 6. Prior to elimination of the Class B Membership with respect to any Developer, Bestar and such Developer hereby covenant that they will convey their rights in the Common Areas located in such Developer's portion of the Property to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, and the Association shall accept such conveyance. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the part of the Common Areas consisting of personal property or fixtures have not then been conveyed to the Association.

ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of

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these covenants. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which, in the judgement of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The costs of these services shall be a Lot Assessment. Notwithstanding the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, costs, attorneys, fees, and late fees, if applicable.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5. The Association may establish limited access procedures for the Property. Such procedures may be adopted and, from time to time, changed by the Association as the Association Board of Directors chooses in its discretion. Such procedures adopted and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the limited access systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither Bestar nor the Association nor its Board of Directors or other agents shall be

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liable or responsible for any personal injury or for any loss or damage to persons or property which may occur within the Property, whether or not it is due to the failure of the limited access system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of St. Johns County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer or agent of the Association. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Declaration and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a

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current basis or for the purpose of recovering excess expenses or costs from previous years. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3.

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot, or any other maintenance or special services provided to such Lot or its owner, the cost of which is not included in the General Assessment.

Section 5. The initial Annual Assessment on any Lot subject to assessment shall commence and be collected at the time title to such Lot is conveyed to the Owner by Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty-day month.

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Section 6.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee equal to Fifty and no/100 Dollars (\$50.00), or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, sell, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

Section 7. The Treasurer of the Association, upon demand of any owner liable for charges, shall furnish to such Owner a

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certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Bestar shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget may also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or, release in any manner of any Owners obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(e) Until elimination of the Class C Membership, Bestar shall have the sole right to appoint the members of the Board of Directors of the Association.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

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(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(c) All properties owned by the Developers or Bestar until such time as the property or any portion thereof, including a Lot, shall be conveyed to a third party. Bestar may assign this exemption right to any person. Such an assignment shall have no effect on Bestar's exemption hereunder.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

Section 2. General Provisions. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

(a) The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by Bestar. The NCC shall review and approve all such initial construction, whether performed by any Developer, a builder to whom a Developer has conveyed one or more Lots, or an Owner.

(b) The Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be appointed by Bestar. Provided, however, for so long as any Developer owns a portion of the Property, the Developers shall together have the right to appoint at least one (1) member of the MC.

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(c) The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until an Owner takes title to the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to the exterior of any building, fence, all, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

Section 3. Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

(a) To promulgate architectural criteria. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Criteria by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

(b) To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

(c) To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

(d) Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VII hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New

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Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

(e) If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

(f) Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Bestar and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

(g) The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

Section 4. Procedure for Approval of Plans. The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

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ARTICLE VIII

USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Developer or Bestar from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior approval of the NCC.

Section 2. Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a height exceeding thirty-five (35) feet above the elevation of the finished surface of the first floor of such dwelling. All one-story Houses constructed on Lots shall have a minimum of Twelve Hundred (1,200) square feet of heated and air conditioned living space. All two-story Houses constructed on Lots shall have a minimum of Fifteen Hundred (1,500) square feet of heated and air conditioned living space.

Section 3. Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one House is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Bestar from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

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Section 4. Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed fifty percent (50%), excluding lakes, setback lines and easements.

Section 5. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction, nor the use of sales facilities for the Developers or Bestar.

Section 6. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as residence either temporarily or permanently.

Section 7. Fences. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than forty feet (40') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No chain link fences shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by the NCC.

Section 8. Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar

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wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 9. Motorists' Vision to Remain Unobstructed. The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgement and opinion of the Board of Directors of the Association, obstruct the vision of the motorist upon any of the streets.

Section 10. Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent Bestar, the Developers or any person designated by them from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Bestar or the Developers may deem advisable for development purposes.

Section 11. Aerials and Antennas. No radio or television aerial, satellite dish or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior or any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 12. Pets. Not more than two dogs, or two cats, or two birds (excluding parrots) or two rabbits, or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of the Board of Directors of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the

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Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 13. No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

Section 14. No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the front of residential structures. All such objects shall be completely screened inside a garage, carport or covered and concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer, other than sales of construction trailers, shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

Section 15. Air Conditioners. Unless the written approval of the NCC or the MC has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 16. Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

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Section 17. Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

Section 18. Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

Section 19. Inspections. Owners shall allow the Association or its agents and employees to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

Section 20. Resubdividing Lots Owned by Developer. Each Developer reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements; provided, however, that no such resubdivision or replatting shall be pursued without first obtaining the written consent of Bestar.

Section 21. Resubdividing Developed Lots. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

Section 22. Lakes. Only Developers, Bestar and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake"), located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Bestar and the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels"), shall be maintained by the Owner of such Lot with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour

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of such embankment shall not be changed without the prior written consent of Bestar and the Association. The control of nuisance shoreline vegetation shall be the responsibility of the Owners of lots abutting the lake. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments, as more particularly set forth in Article VI hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees, including Bestar. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same have been approved by the NCC and all appropriate agencies and authorities. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted, or described by this Section, shall be in strict accordance with any and all of the statutes, rules, regulations, permits, and restrictions more particularly described elsewhere in this Declaration.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. With respect to their separate subdivisions within the Property, each Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, except Bestar, whose consent shall not be unreasonably withheld, to designate the use and to alienate, release, or otherwise assign the easements shown in the Plat or described herein.

Section 2. The Developers each reserve for themselves and grant unto Bestar, the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line, or from the top of the lake bank landward as the case may be, for ingress, egress, installation, replacement, repair and

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maintenance of the utility system, for drainage, for police powers and for services supplied by the Developers, Bestar or Association. By virtue of this easement, it shall be expressly permissible for the Developers, Bestar and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developers or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 3. The Developers each hereby reserve for themselves and grant unto Bestar and the Association and its designees a five foot (5.0') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Developers, Bestar or the Association. By virtue of this easement, it shall be expressly permissible for the Developers, Bestar and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developers or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 4. The Developers each reserve for themselves and grant unto Bestar and the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which the Developers or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Reasonable notice of intent to take such action shall be given to all affected owners, unless, in the opinion of the Developers, Bestar or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developers, Bestar or the Association, and shall not be construed to obligate the Developers, Bestar or the Association to take any affirmative action in connection therewith. The rights hereunder reserved and

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granted shall not extend to that portion of a Lot which is improved.

Section 5. To the extent that any improvements constructed by Bestar or the Developers on, or, if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 5 shall also terminate.

Section 6. The Developers each hereby reserve for themselves and grant unto Bestar and the Association an alienable and releasable easement over and across certain tracts located at the entry way of the Property for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage as shown on the Final Development Plan for the Property approved by St. Johns County, Florida. Further, the Developers reserve for themselves and grant unto Bestar and the Association a twenty foot (20') easement running along and parallel to the road and running along and parallel to all boundary lines of the Plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, circuits, conduits, planters and other improvements currently existing or hereafter made or constructed by the Developers, Bestar or the Association.

ARTICLE X

GENERAL PROVISIONS

Section 1. There is hereby granted to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developers, Bestar, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding

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seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment to the Covenants and Restrictions which would affect the surface water management system including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive, right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. The Association is hereby granted the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as the Association deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay the Association, on demand, the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, the Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any

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violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure by the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

Section 6. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, Bestar or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

Section 7. Whenever the approval of Bestar or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Bestar and the Association by Registered or Certified Mail with return receipt requested. If Bestar or the Association fails to act on any such written request within thirty (30) days after the date of receipt by Bestar or the Association, the approval of Bestar to the particular action sought shall be granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

Section 8. Whenever approval by Bestar is required in these covenants and restrictions, same shall mean approval of any officer of Bestar.

Section 9. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

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Section 10. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 11. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 12.

(a) Subject to the provisions of Article X, Section 2, Bestar is hereby granted the absolute and unconditional right, so long as it remains a Class C member of the Association, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Authority, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein; or (iv) to conform to the requirements of the St. Johns River Water Management District, St. Johns County and/or Private Utility Company.

(b) Subject to the provisions of Article X, Section 2, Bestar is hereby granted the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class C membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing owners are not increased except as may be expressly provided for herein, and (iii) no owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.

(c) This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a two-thirds (2/3) vote of all Class A Members of the Association present at such meeting and (ii) all of the Class B Members and the Class C Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

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Section 13. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including before, at trial, in bankruptcy and any post judgment collection, which may be incurred by Bestar, the Association or any Owner in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Bestar.

Section 14. Bestar shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by Bestar by any part or paragraph of this Declaration. No such transfer or assignment shall require the consent, approval or acceptance of any person, including, without limitation, the Association or the Owners. Following any such assignment, Bestar shall be relieved of the performance of all duties and obligations hereunder. If at anytime hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Bestar under these provisions, the same shall be vested in and be exercised by the Association and if the Association shall have been dissolved, then by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Bestar" as used herein shall include the person or entity identified on the first page as Bestar and its successors or assigns.

Section 15. This Declaration shall be construed in accordance with laws of the State of Florida.

4841.10
07/15/95
2:41pm

IN WITNESS WHEREOF, the undersigned, being the Developers and Bestar herein, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in their names on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Mary Kay Moffat
Name printed: MARY KAY MOFFAT

Name printed: _____

BESTAR FUNDING CORP., a Florida corporation

By: L. Randall Towers
L. Randall Towers, President

"Bestar"

(CORPORATE SEAL)

Carl D. Dawson, Jr.
Name printed: CARL D. DAWSON, JR.

Mary Kay Moffat
Name printed: MARY KAY MOFFAT

DAWSON DEVELOPMENT COMPANY, INC., a Florida corporation

By: Carl D. Dawson, Jr.
Carl D. Dawson, Jr.

"Developer A"

(CORPORATE SEAL)

MAXXRAM JOINT VENTURE, a Florida general partnership

By: Bestar Funding Corporation, a Florida corporation, its general partner

Mary Kay Moffat
Name printed: MARY KAY MOFFAT

Name printed: _____

By: L. Randall Towers
L. Randall Towers

"Developer B"

4841.10
03/15/95
2:41pm

O.R. 1100 PG 1669

BESTAR FUNDING CORPORATION, a
Florida corporation

Mary Kay Moffat
Name printed: MARY KAY MOFFAT

By: L. Randall Towers
L. Randall Towers, President

"Developer C"

Name printed: _____

TOWRAM JOINT VENTURE, a Florida
general partnership

Mary Kay Moffat
Name printed: MARY KAY MOFFAT

By: L. Randall Towers
L. Randall Towers, General
Partner

"Developer D"

Name printed: _____

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 17
day of March, 1995, by L. Randall Towers, as President of Bestar
Funding Corporation, a Florida corporation, on behalf of the
corporation.



MARY KAY MOFFAT
MY COMMISSION # CC 232314 EXPIRES
September 29, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

Mary Kay Moffat
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

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

4841.10
03/15/95
2:41pm

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 17 day of March, 1995, by Carl D. Dawson, Jr., as President of Dawson Development Company, Inc., a Florida corporation, on behalf of the corporation.



MARY KAY MOFFAT
MY COMMISSION # CC 232314 EXPIRES
September 29, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

Mary Kay Moffat
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

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

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 17 day of March, 1995, by L. Randall Towers, President of Bestar Funding Corporation, a Florida corporation, general partner of Maxxram Joint Venture, a Florida general partnership, on behalf of the partnership.



MARY KAY MOFFAT
MY COMMISSION # CC 232314 EXPIRES
September 29, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

Mary Kay Moffat
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

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

4841.10
03/15/95
2:41pm

O.R. 1100 PG 1671

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 17 day of March, 1995, by L. Randall Towers, as President of Bestar Funding Corporation, a Florida corporation, on behalf of the corporation.



MARY KAY MOFFAT
MY COMMISSION # CC 232314 EXPIRES
September 29, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

M. B. Moffat
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:

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

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 17 day of March, 1995, by L. Randall Towers, general partner of Towram Joint Venture, a Florida general partnership, on behalf of the partnership.



MARY KAY MOFFAT
MY COMMISSION # CC 232314 EXPIRES
September 29, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

M. B. Moffat
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:

Personally known ☒ or
Produced I.D. _____
[check one of the above]
Type of Identification Produced

4841.10
03/15/95
2:41pm

PHASE "A" CUNNINGHAM CREEK PLANTATION:

O.R. 1100 PG 1672

A parcel of land being a portion of Sections 5 and 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a point of reference COMMENCE at the Northeast corner of said Section 8; run thence South 89°25'15" West, along the North line of said Section 8 (also being the South line of said Section 5), a distance of 1,345.25 feet to a point, said point being the POINT OF BEGINNING; from the Point of Beginning thus described, continue South 89°25'15" West, along last said line, a distance of 331.92 feet to a point; run thence South 63°24'51" West, a distance of 304.32 feet to a point; run thence South 72°31'47" West, a distance of 216.33 feet to a point; run thence North 23°44'36" West, a distance of 21.12 feet to a point; run thence North 13°59'03" West, a distance of 204.80 feet to a point; run thence South 76°03'54" West, a distance of 312.54 feet to a point on the arc of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Northeasterly and having a radius of 730.00 feet, through a central angle of 03°57'32" to the right, an arc distance of 50.44 feet to a point on aforesaid North line of said Section 8, said arc being subtended by a chord bearing and distance of North 09°28'03" West, 50.43 feet; run thence South 89°25'15" West, a distance of 165.09 feet to the West line of the Southeast 1/4 of said Section 5; run thence North 00°43'05" West along the West line of said Southeast 1/4 of said Section 5 (also being the East line of Government Lot 4, Section 5), a distance of 1405.84 feet to a point; run thence South 75°20'07" East, a distance of 477.39 feet to a point; run thence South 13°57'50" West, a distance of 325.49 feet to a point; run thence South 37°18'52" East, a distance of 113.62 feet to a point; run thence South 24°57'04" West, a distance of 141.12 feet; run thence North 88°44'13" East, a distance of 219.08 feet to a point; run thence North 01°17'11" East, a distance of 684.00 feet; run thence North 89°16'49" East, a distance of 714.74 feet to a point on the East line of the East 1/2 of the West 1/2 of the Southeast 1/4 of said Section 5; run thence South 00°43'18" East, along the East line of the East 1/2 of the West 1/2 of the Southeast 1/4, a distance of 1430.85 feet to a point on the North line of said Section 8 and the POINT OF BEGINNING.

The lands thus described contain 41.65 acres, more or less, in area.

7196

EXHIBIT A

PHASE "C" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Sections 5 and 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Beginning, BEGIN at the South 1/4 corner of said Section 8; run thence North 89°25'15" East, along the North line of said Section 8 (also being the South line of said Section 5), a distance of 165.09 feet to a point on the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve being concave Northeasterly and having a radius of 730.00 feet, through a central angle of 03°57'32" to the left, an arc distance of 50.44 feet, said arc being subtended by a chord bearing and distance of South 09°28'03" East, 50.43 feet; run thence North 76°03'54" East, a distance of 312.54 feet to a point; run thence South 13°59'03" East, a distance of 204.80 feet; run thence South 23°44'36" East, a distance of 21.12 feet; run thence North 72°31'47" East, a distance of 216.33 feet to a point; run thence North 63°24'51" East, a distance of 304.32 feet; run thence North 89°25'15" East, a distance of 129.88 feet to a point on the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 572.80 feet, through a central angle of 10°48'14" to the left, an arc distance of 108.01 feet, said arc being subtended by a chord bearing and distance of South 15°39'40" East, 107.85 feet; run thence South 21°03'46" East, along the tangency of last said line, a distance of 333.88 feet to the point of curvature of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Westerly and having a radius of 970.00 feet through a central angle of 06°02'19" to the right, an arc distance of 102.23 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 18°02'37" East, 102.18 feet; run thence South 15°01'27" East, along the tangency of last said line, a distance of 66.50 feet to a point; run thence South 76°10'57" West, a distance of 147.18 feet to a point; run thence South 32°32'34" West, a distance of 306.26 feet to a point on the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 884.53 feet, through a central angle of 26°39'39" to the left, an arc distance of 411.59 feet, said arc being subtended by a chord bearing and distance of South 83°13'12" West, 407.89 feet; run thence North 23°44'36" West, a distance of 272.16 feet; run thence South 66°15'24" West, a distance of 2.51 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve being concave Northerly and having a radius of 25.00 feet through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 68°44'36" West, 35.36 feet; run thence South 66°15'24" West, a distance of 60.00

71%

EXHIBIT A

feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Westerly and having a radius of 25.00 feet, through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 21°15'24" West, 35.36 feet; run thence South 66°15'24" West, along the tangency of last said line, a distance of 36.14 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Southerly and having a radius of 1130.00 feet, through a central angle of 07°47'31" to the left, an arc distance of 153.67 feet, said arc being subtended by a chord bearing and distance of South 62°21'38" West, 153.56 feet; run thence North 31°32'07" West, a distance of 212.72 feet; run thence North 60°07'30" West, a distance of 96.07 feet to a point; run thence South 89°25'15" West, a distance of 782.80 feet to a point on the East line of the lands described in Official Records Book 204, Page 143 of the Public Records of said County; run thence North 02°43'18" West, along the East line of aforesaid lands, a distance of 560.39 feet to the point on the North line of Government Lot 1, Section 8 (also being the South line of Government Lot 4, Section 5); run thence North 89°25'15" East, along the North line of said Government Lot 1, Section 8, a distance of 757.29 feet to the POINT OF BEGINNING.

The lands thus described contain 29.76 acres, more or less, in area.

7196

EXHIBIT A

PARCEL D:

A portion of the Northeast 1/4, together with a portion of Government Lots 1, 2, and 3, all in Section 8, together with a portion of the Francis P. Fatio Grant, Section 39, all lying within Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida and recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the Northerly line of aforesaid lands deed to the School Board of St. Johns County, Florida in Official Records Book 1066, Pages 1632 through 1637, inclusive; run thence along last said line the following four (4) courses and distances: Course No. 1: North 70°20'31" West, a distance of 623.58 feet to the point of curvature of a curve leading Westerly; Course No. 2: thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 820.00 feet through a central angle of 61°16'49" to the left, an arc distance of 877.02 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 79°01'05" West, 835.81 feet; Course No. 3: run thence South 48°22'41" West along the tangency of last said curve, a distance of 451.90 feet to the point of curvature of a curve leading Southerly; Course No. 4: thence Southerly along and around the arc of a curve being concave Southeasterly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to the point of cusp of a curve, said point also being on the Northeasterly right of way line of Roberts Road, last said arc being subtended by a chord bearing and distance of South 03°22'41" West, 35.36 feet; run thence along the aforesaid Northeasterly right of way line of Roberts Road the following five (5) courses and distances: Course No. 1: North 41°37'19" West, a distance of 893.70 feet to the point of curvature of a curve leading Northerly; Course No. 2: thence Northerly along and around the arc of a curve being concave Easterly and having a radius of 330.00 feet through a central angle of 22°19'43" to the right, an arc distance of 128.60 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 30°27'27" West, 127.79 feet; Course No. 3: run thence North 19°17'36" West along the tangency of last said curve, a distance of 467.68 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue along the Northeasterly right of way line of Roberts Road Course No. 4: North 19°17'36" West, a distance of 610.37 feet to the point of curvature of a curve leading Northerly; Course No. 5: run thence Northerly along and around the arc of a curve being concave Westerly, having a radius of 860.00 feet through a central angle of 11°49'35" to the left, an arc distance of 177.51 feet to a point, said arc being subtended by a chord bearing and distance of North 25°12'26" West, 177.20 feet; run thence North 70°42'24" East, a distance of 204.64 feet to a point on the Easterly line of aforesaid Government Lot 2, Section 8 (also being the Westerly line of Government Lot 1, Section 8); run thence South 83°15'18" East, a distance of 254.28 feet to a point; run thence North 70°42'24" East, a distance of 365.09 feet to a point; run thence North 11°03'48" East, a distance of 1,366.81

EXHIBIT A

feet to a point; run thence North 66°19'55" East, a distance of 561.15 feet to a point; run thence South 31°32'07" East (being a radial line to the upcoming curve), a distance of 212.72 feet to a point on the arc of a curve leading Easterly; run thence Easterly along and around the arc of a curve, having a radius of 1,130.00 feet through a central angle of 07°47'31" to the right, an arc distance of 153.67 feet to the Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of North 62°21'38" East, 153.56 feet; run thence North 66°15'24" East along the tangency of last said curve, a distance of 36.14 feet to the point of curvature of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Northwesternly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to the point of cusp of a curve, last said arc being subtended by a chord bearing and distance of North 21°15'24" East, 35.36 feet; run thence North 66°15'24" East, a distance of 60.00 feet to a point of cusp of a curve; run thence Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to the point of tangency, last said arc being subtended by a chord bearing and distance of South 68°44'36" East, a distance of 35.36 feet; run thence North 66°15'24" East along the tangency of last said curve, a distance of 2.51 feet to a point; run thence South 23°44'36" East, a distance of 272.16 feet to a point on the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Southerly, having a radius of 984.98 feet through a central angle of 59°07'02" to the left, an arc distance of 1,016.29 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°37'19" West, 971.81 feet; run thence South 11°03'48" West along the tangency of last said curve, a distance of 585.46 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Northerly, having a radius of 928.98 feet through a central angle of 59°38'36" to the right, an arc distance of 967.04 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°53'06" West, 923.97 feet; run thence South 70°42'24" West along the tangency of last said curve, a distance of 458.20 feet to a point on the aforesaid Northeasterly right of way line of Roberts Road and the POINT OF BEGINNING.

The lands thus described contain 38.92 acres, more or less in area.

EXHIBIT A

PHASE "E" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a point of commencement, COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8, a distance of 548.79 feet to the POINT OF BEGINNING of the lands herein described; from the Point of Beginning thus described, continue South 02°45'19" East, along the East line of said Section 8, a distance of 1305.07 feet to a point; run thence south 87°14'40" West, a distance of 200.00 feet; run thence North 02°45'20" West, a distance of 108.87 feet; run thence South 87°14'40" West, a distance of 60.00 feet; run thence South 02°45'20" East, a distance of 23.87 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Northwesterly and having a radius of 25 feet, through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 42°14'40" West, 35.36 feet; run thence South 87°14'40" West along the tangency of last said curve, a distance of 84.95 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Southerly, having a radius of 2030.00 feet, through a central angle of 02°32'33" to the left, an arc distance of 90.08 feet to a point, said arc being subtended by a chord bearing and distance of South 85°58'24" West, 90.07 feet; run thence North 02°45'20" West, a distance of 50.87 feet; run thence North 11°34'14" West, a distance of 1227.54 feet to a point; run thence South 79°24'04" East, a distance of 159.35 feet to a point; run thence North 83°42'17" East, a distance of 233.52 feet to a point; run thence North 81°58'08" East, a distance of 60.26 feet to a point; run thence North 87°14'40" East, a distance of 200.00 feet to a point on the East line of said Section 8, said point being aforesaid POINT OF BEGINNING.

The lands thus described contain 15.82 acres, more or less, in area.

7,96

EXHIBIT A

PHASE "F" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a point of commencement COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8, a distance of 1889.86 feet to the POINT OF BEGINNING; from the Point of Beginning thus described, continue South 02°45'19" East, along the East line of said Section 8, a distance of 2170.00 feet to a point; run thence South 87°14'40" West, a distance of 200.00 feet to a point; run thence North 02°45'20" West, a distance of 105.00 feet to a point; run thence South 87°14'40" West, a distance of 60.00 feet to a point on the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Northwesterly and having a radius of 25.00 feet, through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 42°14'40" West, 35.36 feet; run thence South 87°14'40" West, a distance of 175.00 feet to a point; run thence North 02°45'20" West, a distance of 2087.95 feet to a point on the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 1970.00 feet, through a central angle of 00°35'22" to the left, an arc distance of 20.27 feet, said arc being subtended by a chord bearing and distance of South 84°19'48" West, 20.27 feet; run thence North 06°11'45" West, a distance of 60.00 feet to a point on the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Southerly and having a radius of 2030.00 feet, through a central angle of 05°35'07" to the right, an arc distance of 197.89 feet to a point of reverse curvature of a curve leading Northerly, last said arc being subtended by a chord bearing and distance of North 86°49'16" East, 197.81 feet; run thence Northerly along and around the arc of a curve being concave Northwesterly and having a radius of 25 feet, through a central angle of 92°22'09" to the left, an arc distance of 40.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 43°25'45" East, 36.08 feet; run thence North 02°45'20" West, a distance of 25.63 feet to a point; run thence North 87°14'40" East, a distance of 60.00 feet to a point; run thence South 02°45'20" East, a distance of 108.87 feet to a point; run thence North 87°14'40" East, a distance of 200.00 feet to a point on the East line of said Section 8 and the aforesaid POINT OF BEGINNING.

The lands thus described contain 22.86 acres, more or less, in area.

7196

EXHIBIT A

PHASE "G" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Commencement, COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8, a distance of 548.79 feet to a point; run thence South 87°14'40" West, a distance of 200.00 feet to a point; run thence South 81°58'08" West, a distance of 60.26 feet to a point; run thence South 83°42'17" West, a distance of 233.52 feet to a point; run thence North 79°24'04" West, a distance of 159.35 feet to the POINT OF BEGINNING; From the Point of Beginning thus described run South 11°34'14" East, a distance of 1227.55 feet to a point; run thence South 02°45'20" East, a distance of 50.87 feet to a point on the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 2030.00 feet, through a central angle of 00°40'26" to the left, an arc distance of 23.87 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 84°21'55" West, 23.87 feet; run thence South 84°02'06" West, along the tangency of last said curve, a distance of 172.80 feet to the point of curvature of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Northeasterly and having a radius of 25 feet, through a central angle of 89°18'11" to the right, an arc distance of 38.97 feet, said arc being subtended by a chord bearing and distance of North 51°18'48" West, 35.14 feet; run thence South 83°20'17" West, a distance of 60.00 feet to a point on the arc of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Westerly and having a radius of 1970.00 feet, through a central angle of 02°25'41" to the left, an arc distance of 83.48 feet to a point, said arc being subtended by a chord bearing and distance of North 07°52'33" West, 83.47 feet; run thence South 80°54'37" West, a distance of 207.10 feet to a point; run thence North 02°42'13" West, a distance of 48.48 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve being concave Westerly and having a radius of 884.53 feet, through a central angle of 80°45'51" to the left, an arc distance of 1246.83 feet to a point, said arc being subtended by a chord bearing and distance of North 43°05'08" West, 1146.14 feet; run thence North 32°32'34" East, a distance of 306.26 feet to a point; run thence North 76°10'57" East, a distance of 147.18 feet to a point; run thence North 70°28'32" East, a distance of 60.19 feet to a point; run thence North 83°01'13" East, a distance of 440.43 feet to a point; run thence South 79°24'04" East, a distance of 237.63 feet to aforesaid POINT OF BEGINNING.

The lands thus described contain 19.61 acres, more or less, in area.

7196

EXHIBIT A

PHASE "H" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida and being more particularly described as follows: For a Point of Commencement COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8, a distance of 1889.86 feet to a point; run thence South 87°14'40" West, a distance of 200.00 feet to a point; run thence North 02°45'20" West, a distance of 108.87 feet to a point; run thence South 87°14'40" West, a distance of 60.00 feet to a point; run thence South 02°45'20" East, a distance of 25.63 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Northwesterly and having a radius of 25 feet, through a central angle of 92°22'25" to the right, an arc distance of 40.31 feet to the point of reverse curvature of a curve leading Westerly, last said arc being subtended by a chord bearing and distance of South 43°25'45" West, 36.08 feet; run thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 2030.00 feet, through a central angle of 05°35'07" to the left, an arc distance of 197.89 feet to the POINT OF BEGINNING of the lands herein described, last said arc being subtended by a chord bearing and distance of South 86°49'16" West, 197.81 feet; run thence South 06°14'52" East, a distance of 60.00 feet to a point on the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Southerly and having a radius of 1970.00 feet, through a central angle of 00°35'22" to the right, an arc distance of 20.27 feet to a point, last said arc being subtended by a chord bearing and distance of North 84°16'40" East, 20.27 feet; run thence South 02°48'27" East, a distance of 2087.95 feet to a point; run thence South 87°11'33" West, a distance of 497.87 feet to a point; run thence North 02°45'20" West, a distance of 2216.60 feet to a point; run thence North 80°51'29" East, a distance of 207.10 feet to a point on the arc of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Westerly and having a radius of 1970.00 feet, through a central angle of 02°25'41" to the right, an arc distance of 83.48 feet to a point, said arc being subtended by a chord bearing and distance of South 07°55'40" East, a distance of 83.47 feet; run thence North 83°17'10" East, a distance of 60.00 feet to a point on the arc of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Northeasterly and having a radius of 25 feet, through a central angle of 89°18'11" to the left, an arc distance of 38.97 feet to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of South 51°21'55" East, 35.14 feet; run thence North 83°58'59" East, along the tangency of last said line, a distance of 172.80 feet to the POINT OF BEGINNING of the lands herein described.

The lands thus described contain 24.85 acres, more or less, in area.

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EXHIBIT A

A portion of the Northeast 1/4, together with a portion of Government Lots 4, 5, and 6, all in Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida, and recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the

Northerly line of aforesaid lands deeded to the School Board of St. Johns County, Florida, and recorded in Official Records Book 1066, Pages 1632 through 1637 inclusive; run thence North 70°20'31" West along last said line, a distance of 12.99 feet to a point; run thence North 02°45'20" West, a distance of 86.54 feet to a point

and the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue North 02°45'20" West, a distance of 109.88 feet; thence South 87°14'40" West, a distance of 240.00 feet; thence South 02°45'20" East, a distance of 10.89 feet to a point;

run thence along last said line the following two (2) courses and distances: Course No. 1: North 70°20'31" West, a distance of 317.99 feet to the point of curvature of a curve leading Westerly; Course No. 2: thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 900.00 feet through a central angle of 36°03'26" to the left, an arc length of 566.38 feet to a point, said arc being subtended by a chord bearing and distance of North 88°22'14" West, 557.08 feet; run thence North 41°38'47" East, a distance of 257.52 feet to a point; run thence North 60°09'10" East, 256.83 feet to a point; run thence North 73°28'05" East, 336.37 feet to a point; run thence North 87°14'40" East, a distance of 365.89 feet to a point; run thence North 02°45'20" West, a distance of 783.02 feet to a point; run thence North 87°14'40" East, a distance of 519.49 feet to a point; run thence South 02°42'13" East, a distance of 1,497.84 feet to a point;

run thence Westerly along

the following three (3) courses and distances: Course No. 1: South 87°14'40" West, a distance of 239.26 feet to the point of curvature of a curve leading Westerly; Course No. 2: thence Westerly along and around the arc of a curve being concave Northerly, having a radius of 600.00 feet through a central angle of 22°24'49" to the right, an arc distance of 234.71 feet to the Point of Tangency of last said curve, said curve being subtended by a chord bearing and distance of North 81°32'55" West, 233.22 feet; Course No. 3: run thence North 70°20'31" West along the tangency of last said curve, a distance of 67.18 feet to the POINT OF BEGINNING.

The lands thus described contain 29.69 acres, more or less in area.

EXHIBIT A

PARCEL "J-1 & 2" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a point of reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8, a distance of 4023.86 feet to the POINT OF BEGINNING of the lands herein described; from the Point of Beginning thus described continue South 02°45'19" East, along the East line of said Section 8, a distance of 491.93 feet; run thence South 79°01'59" West, a distance of 968.42 feet to a point; run thence North 02°42'13" West, a distance of 530.24 feet to a point; run thence the following four courses and distances: Course No. 1: North 87°14'40" East, a distance of 672.94 feet to the point of curvature of a curve leading Southeasterly; Course No. 2: Southeasterly along and around the arc of a curve being concave Southwesterly and having a radius of 25.00 feet through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 47°45'20" East, 35.36 feet; Course No. 3: thence North 87°14'40" East, a distance of 60.00 feet to a point; Course No. 4: North 02°45'20" West, a distance of 25.00 feet to a point; run thence North 87°14'40" East, a distance of 200 feet to a point on the East line of said Section 8 and the POINT OF BEGINNING.

The lands thus described contain 12.30 acres, more or less, in area.

PHASE "J-3" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, said portion being more particularly described as follows: For a Point of Commencement COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4515.79 feet to a point; run thence South 79°01'59" West, a distance of 968.42 feet to the POINT OF BEGINNING of the lands herein described; From the Point of Beginning thus described continue South 79°01'59" West, a distance of 522.85 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida and recorded in Official Records Book 1066, Pages 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West, along the Easterly line of aforesaid lands a distance of 764.37 feet to a point; run thence the following three courses and distances: Course No. 1: South 70°20'31" East, a distance of 21.19 feet to the point of curvature of a curve leading Easterly; Course No. 2: thence Easterly along and around the arc of a curve being concave Northerly and having a radius of 680.00 feet, through a central angle of 22°24'49" to the left, an arc distance of 266.01 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 81°32'55" East, 264.32 feet; Course No. 3: run thence North 87°14'40" East along the tangency of last said curve, a distance of 239.19 feet to a point; run thence South 02°42'13" East, a distance of 630.24 feet to the aforesaid POINT OF BEGINNING.

The lands thus described contain 8.06 acres, more or less, in area.

PARCEL L:

A portion of Government Lots 3 and 4, Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands described and recorded in Official Records Book 1066, Pages 1632 through 1637 (inclusive) of the Public Records of said County; run thence along last said line the following five (5) courses and distances: Course No. 1; North 02°45'20" West, 764.37 feet to the POINT OF BEGINNING; Course No. 2; North 70°20'31" West, a distance of 623.58 feet to the point of curvature of a curve leading Westerly; Course No. 3; thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 820.00 feet through a central angle of 61°16'49" to the left, an arc distance of 877.02 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 79°01'05" West, 835.81 feet; Course No. 4; thence South 48°22'41" West along the tangency of said curve, a distance of 451.90 feet to the point of curvature of a curve leading Southerly; Course No. 5; thence Southerly along and around the arc of a curve being concave Northeasterly and having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to a point situate on the Northeasterly right of way line of Roberts Road (a variable width right of way), said arc being subtended by a chord bearing and distance of South 03°22'41" West, 35.36 feet; run thence North 41°37'19" West along the Northeasterly right of way line of said Roberts Road a distance of 827.77 feet to a point on the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Northerly and having a radius of 4,210.38 feet through a central angle of 03°37'04" to the left, an arc distance of 265.85 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 67°55'50" East, 265.80 feet; run thence North 66°07'19" East along the tangency of last said curve, a distance of 213.90 feet to the point of curvature of a curve leading Northeasterly; run thence Northeasterly along and around the arc of a curve being concave Northwesterly, having a radius of 1,850.00 feet through a central angle of 36°09'39" to the left, an arc distance of 1,167.59 feet to the point of the cusp of a curve, said arc being subtended by a chord bearing and distance of North 48°02'29" East, 1,148.30 feet; run thence South 22°43'06" East, a distance of 148.75 feet to a point; run thence North 78°29'59" East, a distance of 211.40 feet; thence North 75° 50'33" East, a distance of 208.26 feet to a point; run thence North 87°14'40" East, a distance of 474.54 feet to a point; run thence South 02°45'20" East, a distance of 532.90 feet to a point; run thence South 87°14'40" West, a distance of 365.89 feet to a point; run thence South 73°28'05" West, a distance of 336.37 feet to a point; run thence South 60°09'10" West, a distance of 256.83 feet to a point; run thence South 41°38'41" West, a distance of 257.52 feet to a point on the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Southeasterly, having a radius of 900.00 feet through a central angle of 36°03'28" to the right, an arc distance of 566.39 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°22'15" East,

EXHIBIT A

557.09 feet; thence South $70^{\circ}20'31''$ East along last said tangency, a distance of 644.78 feet to the point of curvature of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Northeasterly, having a radius of 600.00 feet, through a central angle of $22^{\circ}24'49''$ to the right, an arc distance of 234.71 feet to the Point of Tangency of a curve, said arc being subtended by a chord bearing and distance of South $81^{\circ}32'59''$ East, 233.22 feet; run thence North $87^{\circ}14'40''$ East, a distance of 36.12 feet; run thence South $02^{\circ}45'20''$ East, a distance of 80.00 feet; run thence South $87^{\circ}14'40''$ West, a distance of 36.12 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northeasterly and having a radius of 680.00 feet, through a central angle of $22^{\circ}24'49''$ to the right, an arc distance of 266.01 feet to the Point of Tangency, said arc being subtended by a chord bearing and distance of North $81^{\circ}32'56''$ West, 264.32 feet; run thence North $70^{\circ}20'31''$ West along said tangency, a distance of 21.20 feet to the POINT OF BEGINNING.

EXHIBIT A

A portion of the Northeast 1/4, together with a portion of Government Lots 1, 3 and 4, all lying within Section 8, together with a portion of the Francis P. Fatio Grant, Section 39, all lying with Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida, recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the Northerly line of aforesaid lands deeded to the School Board of St. Johns County, Florida in Official Records Book 1066, Pages 1632 through 1637; run thence along last said line the following four (4) courses and distances: Course No. 1; North 70°20'31" West, a distance of 623.58 feet to the point of curvature of a curve leading Westerly; Course No. 2; thence Westerly along and around the arc of a curve being concave Southerly, having a radius of 820.00 feet through a central angle of 61°16'49" to the left, an arc distance of 877.02 feet to the Point of Tangency of last said curve, said arc being subtended by a chord bearing and distance of South 79°01'05" West, 835.81 feet; Course No. 3; run thence South 48°22'41" West along the tangency of last said curve, a distance of 451.90 feet to the point curvature of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Easterly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to a point on the Northeasterly right of way line of Roberts Road, said arc being subtended by a chord bearing and distance of South 03°22'41" West, a distance of 35.36 feet; run thence North 31°37'19" West along the Northeasterly right of way line of Roberts Road, a distance of 827.77 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue along the Northeasterly right of way line of Roberts Road the following three (3) courses and distances: Course No. 1; thence continue North 41°37'19" West, a distance of 65.94 feet to the point of curvature of a curve leading Northerly; Course No. 2; thence Northerly along and around the arc of a curve being concave Easterly, having a radius of 330.00 feet through a central angle of 22°19'43" to the right, an arc distance of 128.60 feet to the Point of Tangency of last said curve, said arc being subtended by a chord bearing and distance of North 30°27'27" West, 127.79 feet; Course No. 3; run thence North 19°17'36" West, a distance of 467.68 feet to a point; run thence North 70°42'24" East, a distance of 458.20 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Northerly through a central angle of 59°38'36" to the left, an arc distance of 967.04 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 40°53'06" East, 923.97 feet; run thence North 11°03'48" East along the tangency of last said curve, a distance of 585.46 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Southerly and having a radius of 984.98 feet through a central angle of 59°07'02" to the right, an arc distance of 1,016.29 feet to the point of compound curvature, said arc being subtended by a chord bearing and distance of North 40°37'19" East, 971.81 feet; thence continue Northeasterly along and around the arc of a curve, having a radius of 884.53 feet through a central angle of 19°10'28" to the right, an arc

EXHIBIT A

distance of 296.01 feet to a point, said arc being subtended by a chord bearing and distance of North 79°28'36" East, 294.63 feet; run thence South 00°26'07" East (being radial to last said curve), a distance of 227.81 feet to a point on the arc of a curve leading Easterly; run thence Easterly along and around the arc of a curve, having a radius of 630.00 feet through a central angle of 11°02'43" to the right, an arc distance of 121.45 feet to a point, said arc being subtended by a chord bearing and distance of South 84°54'46" East, 121.26 feet; run thence South 10°36'35" West, a distance of 338.29 feet to a point; run thence South 70°46'05" West, a distance of 80.44 feet to a point; run thence North 19°13'55" West, a distance of 163.22 feet to a point on the arc of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Easterly, having a radius of 630.00 feet through a central angle of 01°02'49" to the right, an arc distance of 11.51 feet, said arc being subtended by a chord bearing and distance of North 18°42'31" West, 11.51 feet; run thence South 70°46'05" West, a distance of 230.11 feet to a point; run thence South 19°13'55" East, a distance of 306.72 feet to a point; run thence South 11°32'29" East, a distance of 288.68 feet to a point; run thence South 02°45'20" East, a distance of 425.27 feet to a point; run thence South 09°09'47" East, a distance of 406.33 feet to a point; run thence South 75°50'33" West, a distance of 208.26 feet to a point; run thence South 78°29'59" West, a distance of 211.40 feet to a point; run thence North 22°43'06" West, a distance of 148.75 feet to a point on the arc of a curve leading Southwesterly; run thence Southwesterly along and around the arc of a curve being concave Northwesterly, having a radius of 1,850.00 through a central angle of 36°09'39" to the right, an arc distance of 1,167.59 feet to the Point of Tangency of last said line, said arc being subtended by a chord bearing and distance of South 48°02'29" West, 1,148.30 feet; run thence South 66°07'19" West along the tangency of last said curve, a distance of 213.91 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Northwesterly, having a radius of 4,210.38 feet through a central angle of 03°37'04" to the right, an arc distance of 265.85 feet to a point on the Northeasterly right of way line of Roberts Road and the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 67°55'50" West, 265.80 feet.

The lands thus described contain 36.53 acres, more or less in area.

EXHIBIT A

PHASE "N" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Commencement COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8 (also being the West line of said Section 9) a distance of 2446.03 feet to a point; run thence South 87°14'40" West, a distance of 956.50 feet to the POINT OF BEGINNING of the lands herein described; from the Point of Beginning thus described continue South 87°14'40" West, a distance of 519.49 feet to a point; run thence South 02°45'20" East, a distance of 250.12 feet to a point; run thence South 87°14'40" West, a distance of 474.65 feet to a point; run thence North 09°09'47" West, a distance of 406.33 feet to a point; run thence North 02°45'20" West, a distance of 425.27 feet to a point; run thence North 11°32'29" West, a distance of 288.68 feet to a point; run thence North 19°13'55" West, a distance of 306.72 feet to a point; run thence North 70°46'05" East, a distance of 230.11 feet to a point on the arc of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Westerly and having a radius of 630.00 feet, through a central angle of 01°02'49" to the right, an arc distance of 11.51 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 18°42'31" East, 11.51 feet; run thence South 19°13'55" East, 163.22 feet to a point; run thence North 70°46'05" East, a distance of 80.44 feet to a point; run thence North 10°36'35" East, a distance of 338.29 feet to a point on the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 630.00 feet, through a central angle of 11°02'43" to the left, an arc distance of 121.45 feet to a point, said arc being subtended by a chord bearing and distance of North 84°54'46" West, 121.26 feet; run thence North 00°26'07" West, a distance of 227.78 feet to a point on the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve being concave Southerly and having a radius of 884.53 feet, through a central angle of 88°15'02" to the right, an arc distance of 1362.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 46°49'44" East, 1231.67 feet; run thence South 02°42'13" East along last said tangency, a distance of 767.23 feet to the POINT OF BEGINNING.

The lands thus described contain 36.53 acres, more or less, in area.

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EXHIBIT A

TRACT "A" CUNNINGHAM CREEK PLANTATION

A portion of the Northeast 1/4, together with a portion of Government Lots 4, 5, and 6, all in Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida, and recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the

Northery line of aforesaid lands deeded to the School Board of St. Johns County, Florida, and recorded in Official Records Book 1066, Pages 1632 through 1637 inclusive; run thence North 70°20'31" West along last said line, a distance of 12.99 feet to a point; run thence North 02°45'20" West, a distance of 86.54 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue North 02°45'20" West, a distance of 109.88 feet; thence South 87°14'40" West, a distance of 240.00 feet; thence South 02°45'20" East, a distance of 10.89 feet to a point; run thence South 70°20'31" East, a distance of 259.61 feet to the POINT OF BEGINNING.

The lands thus described contain 0.33 acres, more or less

EXHIBIT A

TIGER CREEK PARKWAY (RESIDUAL)

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a POINT OF COMMENCEMENT COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,059.86 feet to a point; run thence South 87°14'40" West, a distance of 200.00 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING thus described run South 02°45'20" East, a distance of 25.00 feet; run thence South 87°14'40" West, a distance of 60.00 feet to a point on the arc of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve being concave Southwesterly, having a radius of 25.00 feet, an arc distance of 39.27 feet to the Point of Tangency of last said curve, said arc being subtended by a chord bearing and distance of North 47°45'20" West, 35.36 feet; run thence South 87°14'40" West along the tangency of last said line, a distance of 876.00 feet; run thence North 02°45'20" West, a distance of 80.00 feet to a point; run thence North 87°14'40" East, a distance of 876.00 feet to the point on the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Northwesterly, having a radius of 25.00 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 42°14'41" East, 35.36 feet; run thence North 87°14'40" East, a distance of 60.00 feet to a point; run thence South 02°45'20" East, a distance of 105.00 feet to the POINT OF BEGINNING of the lands herein described.

EXHIBIT A

PHASE "B" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Beginning, BEGIN at the Northeast corner of said Section 8; run thence South 02°45'19" East, along the East line of said Section 8, a distance of 548.79 feet to a point; run thence South 87°14'40" West, a distance of 200.00 feet to a point; run thence South 81°58'08" West, a distance of 60.26 feet to a point; run thence South 83°42'17" West, a distance of 233.52 feet; run thence North 79°24'04" West, a distance of 396.98 feet to a point; run thence South 83°01'13" West, a distance of 440.43 feet to a point; run thence South 70°28'32" West, a distance of 60.19 feet to a point; run thence North 15°01'27" West, a distance of 66.50 feet to the point of curvature of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Southwesterly and having a radius of 970.00 feet, through a central angle of 06°02'19" to the left, an arc distance of 102.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distanced of North 18°02'37" West, 102.18 feet; run thence North 21°03'46" West along the tangency of last said curve, a distance of 333.88 feet to the point of curvature of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Northeasterly, having a radius of 572.80 feet, through a central angle of 10°48' to the right, an arc distance of 107.97 feet to a point on the North line of said Section 8, said arc being subtended by a chord bearing and distance of North 15°39'46" West, 107.81 feet; run thence North 89°25'15" East, along the North line of said Section 8, a distance of 1547.33 feet to the aforesaid Northeast corner of said Section 8 and the POINT OF BEGINNING.

The lands thus described contain 18.53 acres, more or less, in area.

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EXHIBIT A

In-Commonwealth

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

④ Rec 181.00
Sum - 23.00

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CUNNINGHAM CREEK PLANTATION

THIS AMENDED AND RESTATED DECLARATION, made this 28th day of September, 1995, by BESTAR FUNDING CORPORATION, a Florida corporation, whose mailing address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207, hereinafter called "Bestar" and DAWSON DEVELOPMENT COMPANY, INC., a Florida corporation, whose mailing address is 320 East Adams Street, Jacksonville, Florida 32202 ("Developer A"), MAXXRAM JOINT VENTURE, a Florida general partnership, whose mailing address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer B"), BESTAR FUNDING CORPORATION, a Florida corporation, whose mailing address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer C") and TOWRAM JOINT VENTURE, a Florida general partnership, whose address is 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer D") hereinafter individually called "Developer" or collectively called "Developers".

R E C I T A L S:

WHEREAS, Bestar and Developers entered into that certain Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation dated March 20, 1995, recorded in Official Records Book 1100, page 1637, public records of St. Johns County, Florida (the "Declaration"); and

WHEREAS, the Declaration was amended to correct the legal description of the property to be encumbered by the Declaration by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation dated May 30, 1995, recorded in Official Records Book 1111, page 21, re-recorded in Official Records Book 1114, page 568, public records of St. Johns County, Florida (the "First Amendment"); and

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Recorded in Public Records St. Johns County, FL
Clerk# 95030100 O.R. 1132 PG 797 08:52AM 10/05/95
Recording \$181.00 Surcharge \$23.00

WHEREAS, Bestar and Developers desire to amend and restate the Declaration and the First Amendment in their entirety.

NOW, THEREFORE, in consideration of the foregoing, Bestar and Developers hereby amend and restate the Declaration and the First Amendment in their entirety as follows:

A. Bestar is the master planner of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof which is owned by Developers.

B. Developers are the owners of the Property with each separately owning that portion of the Property as follows:

<u>Developer</u>	<u>Portion of Property</u>
Developer A	Parcels I and J-3
Developer B	Parcel D
Developer C	Parcels L and M
Developer D	Parcel C

C. It is the intention and desire of Bestar and Developers to have the Property developed into single family residential homesites and to sell such homesites as part of a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

D. Bestar and Developers desire to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developers desire to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

E. To provide for the efficient management of the Property, Bestar has created or will create a nonprofit homeowners association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the

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easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION:

NOW, THEREFORE, the Developers, joined by Bestar, hereby declare that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Bestar.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Cunningham Creek Plantation Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association By-laws", respectively. The Association shall own, operate, administer and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

(b) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(c) "Bestar" shall mean and refer to Bestar Funding Corporation, a Florida corporation, or such other entity which has been specifically assigned the rights of Bestar hereunder and any assignee thereof which has had the rights of Bestar similarly assigned to it. Bestar may also be an Owner for so long as Bestar shall be record owner of any Lot as defined herein.

(d) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Charges" shall mean and include all General, Special and Lot Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter designated by Bestar as Common Area which is intended for the common use and enjoyment of all of the owners within the Property. Without limitation, the Common Area shall include the islands in all cul de sacs, the rights and easements for retention ponds, lakes, culverts, drainage areas and stormwater retention systems located within the Property, the rights and easements along the entrance or boundaries to each subdivision for fencing, signage, landscaping, lighting and irrigation. The Common Areas shall also include such personal property, fixtures and improvements placed or constructed by or on behalf of the Association in, upon or on the easements granted herein.

(g) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

(h) "Developer A" shall mean and refer to Dawson Development Company, Inc., or such other entity which has been specifically assigned the rights of Developer A hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer A may also be an Owner for so long as Developer A shall be record owner of any Lot as defined herein. Developer A intends to improve its portion of the Property as a fifty-three (53) lot single family residential subdivision to be known as "Bay Point at Cunningham Creek Plantation".

(i) "Developer B" shall mean and refer to Maxxram Joint Venture, or such other entity which has been specifically assigned the rights of Developer B hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer B may also be an Owner for so long as Developer B shall be record owner of any Lot as defined herein. Developer B intends to improve its portion of the Property as a fifty-one (51) lot single family residential subdivision to be known as "Ivy Lakes at Cunningham Creek Plantation".

(j) "Developer C" shall mean and refer to Bestar Funding Corporation, or such other entity which has been specifically assigned the rights of Developer C hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer C may also be an Owner for so long as Developer C shall be record owner of any Lot as defined herein. Developer C intends to improve its portion of the Property as a forty (40) ± lot and a sixty-three (63) lot single family residential

subdivision to be known as "Nottingham at Cunningham Creek Plantation" and "The Villages at Cunningham Creek Plantation", respectively.

(k) "Developer D" shall mean and refer to Towram Joint Venture, or such other entity which has been specifically assigned the rights of Developer D hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. Developer D may also be an Owner for so long as Developer D shall be record owner of any Lot as defined herein. Developer D intends to improve its portion of the Property as a forty (40) lot single family residential subdivision to be known as "Ivy Lakes Unit Two at Cunningham Creek Plantation".

(l) "Developer" or "Developers" shall mean and refer to any one of Developer A, Developer B, Developer C or Developer D with respect to their portion of the Property and any other person or entity who shall develop the Property and any additions to the Property or collectively all of them.

(m) Intentionally Omitted.

(n) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

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

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

(q) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

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

(s) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this

Declaration or the Association Articles of Incorporation and Bylaws.

(t) "Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(u) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender and shall include guarantors or insurers of mortgages such as FNMA, FHA and VA.

(v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

(w) "Plat" shall mean and refer to those certain plats of Ivy Lakes at Cunningham Creek Plantation, The Villages at Cunningham Creek Plantation, Nottingham at Cunningham Creek Plantation and Bay Point at Cunningham Creek Plantation and such other plats to be recorded by Developers and others in the public records of St. Johns County, Florida.

(x) "Property" shall mean and refer to that certain real property described in Exhibit "A", and such additions and deletions thereto as may be made in accordance with Article II hereof.

(y) "Special Assessment" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(z) "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar

import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and is subject to certain permit and use restrictions imposed by the St. Johns River Water Management District and St. Johns County.

(aa) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS

Section 1. No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 2.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Bestar to subject any other property now or hereafter owned by Bestar to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 2 of this Article.

Section 2. Additional Lands. Bestar may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) or to a different Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or to a different declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Bestar and the owner of the lands to be added. Bestar reserves the right to so supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of the Developers or any Owner or mortgagee of land within the Property.

Section 3. Withdrawal of Lands. Bestar may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County,

Florida, a Supplementary Declaration executed by Bestar with respect to the lands to be withdrawn.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Bestar and every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. The Association shall have three classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Developers while the Developers are Class B Members. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

(b) Class B. Class B Members shall be the Developers, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members in their respective subdivisions, plus one. The Class B membership shall cease when the Developer has conveyed seventy-five percent (75%) of the Lots within its respective subdivision or when the Developer, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member so long as it owns any Lots.

(c) Class C. Class C Members shall be Bestar who shall be entitled to the number of votes equal to the number of votes held by all Class A Members and Class B Members, plus one. The Class C membership shall cease when each Developer has conveyed seventy-five percent (75%) of the Lots within its portion of the Property or when Bestar, in its sole discretion, elects to terminate its Class C Membership. Upon this termination of its

Class C Membership, Bestar shall be a Class A Member so long as it owns any Lots.

ARTICLE IV

COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

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

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developers or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

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

Section 2. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike

manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

Section 3. Notwithstanding anything to the contrary contained in this Declaration, Bestar shall have the right, in its sole discretion, to designate land, easements, use rights and personal property as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies or open space shall be deemed contiguous). Bestar may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights or personal property from the Common Area in Bestar's sole discretion. Such additions and withdrawals shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference each such addition or withdrawal. Withdrawal of land from the Common Area by Bestar shall terminate any and all easements and rights of use of the Owners in such land. No land owned by a Developer or Bestar shall be deemed to be Common Area unless such land is expressly referenced as such under Article II hereof, or subsequently designated as such by Bestar pursuant to Article I hereof and this Section, even if Bestar consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section, upon Bestar's written request, the Association shall promptly execute and deliver to the Developer or Bestar, as the case may be, any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4. The Association shall, at all times, maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, personal property, fixtures and improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) placed or constructed thereon by or on behalf of the Association. Except with respect to the banks of lakes as set forth in Section 22, Article VIII hereof, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and

conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Protection, St. Johns River Water Management District, and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5. Each Developer hereby grants to the Association, and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

Section 6. Prior to elimination of the Class B Membership with respect to any Developer, Bestar and such Developer hereby

covenant that they will convey their rights in the Common Areas located in such Developer's portion of the Property to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, and the Association shall accept such conveyance. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the part of the Common Areas consisting of personal property or fixtures have not then been conveyed to the Association.

ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which, in the judgement of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The costs of these services shall be a Lot Assessment. Notwithstanding the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, costs, attorneys, fees, and late fees, if applicable.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5. The Association may establish limited access procedures for the Property. Such procedures may be adopted and, from time to time, changed by the Association as the Association Board of Directors chooses in its discretion. Such procedures adopted and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the limited access systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither Bestar nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to persons or property which may occur within the Property, whether or not it is due to the failure of the limited access system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of St. Johns County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer or agent of the Association. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Declaration and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts

of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis or for the purpose of recovering excess expenses or costs from previous years. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3.

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying,

in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot, or any other maintenance or special services provided to such Lot or its owner, the cost of which is not included in the General Assessment.

Section 5. The initial Annual Assessment on any Lot subject to assessment shall commence and be collected at the time title to such Lot is conveyed to the Owner by Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty-day month.

Section 6.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee equal to Fifty and no/100 Dollars (\$50.00), or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, sell, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

Section 7. The Treasurer of the Association, upon demand of any owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Bestar shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget may also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or, release in any manner of any Owners obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of

an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(e) Until elimination of the Class C Membership, Bestar shall have the sole right to appoint the members of the Board of Directors of the Association.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(c) All properties owned by the Developers or Bestar until such time as the property or any portion thereof, including a Lot, shall be conveyed to a third party. Bestar may assign this exemption right to any person. Such an assignment shall have no effect on Bestar's exemption hereunder.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

Section 2. General Provisions. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

(a) The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by Bestar.

The NCC shall review and approve all such initial construction, whether performed by any Developer, a builder to whom a Developer has conveyed one or more Lots, or an Owner.

(b) The Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be appointed by Bestar. Provided, however, for so long as any Developer owns a portion of the Property, the Developers shall together have the right to appoint at least one (1) member of the MC.

(c) The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until an Owner takes title to the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to the exterior of any building, fence, all, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

Section 3. Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

(a) To promulgate architectural criteria. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Criteria by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

(b) To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

(c) To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the

NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

(d) Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VII hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

(e) If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

(f) Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Bestar and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

(g) The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

Section 4. Procedure for Approval of Plans. The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved

within such period, they shall be deemed approved, however, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

ARTICLE VIII

USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Developer or Bestar from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior approval of the NCC.

Section 2. Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a height exceeding thirty-five (35) feet above the elevation of the finished surface of the first floor of such dwelling. All one-story Houses constructed on Lots shall have a minimum of Twelve Hundred (1,200) square feet of heated and air conditioned living space. All two-story Houses constructed on Lots shall have a minimum of Fifteen Hundred (1,500) square feet of heated and air conditioned living space.

Section 3. Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one House is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Bestar from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

Section 4. Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed fifty percent (50%), excluding lakes, setback lines and easements.

Section 5. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction, nor the use of sales facilities for the Developers or Bestar.

Section 6. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as residence either temporarily or permanently.

Section 7. Fences. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than forty feet (40') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No chain link fences shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by the NCC.

Section 8. Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar

wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 9. Motorists' Vision to Remain Unobstructed. The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgement and opinion of the Board of Directors of the Association, obstruct the vision of the motorist upon any of the streets.

Section 10. Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent Bestar, the Developers or any person designated by them from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Bestar or the Developers may deem advisable for development purposes.

Section 11. Aerials and Antennas. No radio or television aerial, satellite dish or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior or any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 12. Pets. Not more than two dogs, two cats, or two birds (excluding parrots) or two rabbits, or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of the Board of Directors of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly

dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 13. No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

Section 14. No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the front of residential structures. All such objects shall be completely screened inside a garage, carport or covered and concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer, other than sales of construction trailers, shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

Section 15. Air Conditioners. Unless the written approval of the NCC or the MC has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 16. Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

Section 17. Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for

the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

Section 18. Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

Section 19. Inspections. Owners shall allow the Association or its agents and employees to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

Section 20. Resubdividing Lots Owned by Developer. Each Developer reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements; provided, however, that no such resubdivision or replatting shall be pursued without first obtaining the written consent of Bestar.

Section 21. Resubdividing Developed Lots. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

Section 22. Lakes. Only Developers, Bestar and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake"), located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Bestar and the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels"), shall be maintained by the Owner of such Lot with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of such embankment shall not be changed without the prior written consent of Bestar and the Association. The control of nuisance shoreline vegetation shall be the responsibility of the Owners of

lots abutting the lake. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments, as more particularly set forth in Article VI hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees, including Bestar. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same have been approved by the NCC and all appropriate agencies and authorities. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted, or described by this Section, shall be in strict accordance with any and all of the statutes, rules, regulations, permits, and restrictions more particularly described elsewhere in this Declaration.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. With respect to their separate subdivisions within the Property, each Developer shall have the unrestricted right, without the approval or joinder of any other person or entity, except Bestar, whose consent shall not be unreasonably withheld, to designate the use and to alienate, release, or otherwise assign the easements shown in the Plat or described herein.

Section 2. The Developers each reserve for themselves and grant unto Bestar, the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line, or from the top of the lake bank landward as the case may be, for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Developers, Bestar or Association. By virtue of this easement, it shall be expressly permissible for the Developers, Bestar and the Association to install and maintain

facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developers or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 3. The Developers each hereby reserve for themselves and grant unto Bestar and the Association and its designees a five foot (5.0') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Developers, Bestar or the Association. By virtue of this easement, it shall be expressly permissible for the Developers, Bestar and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developers or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 4. The Developers each reserve for themselves and grant unto Bestar and the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which the Developers or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Reasonable notice of intent to take such action shall be given to all affected owners, unless, in the opinion of the Developers, Bestar or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Developers, Bestar or the Association, and shall not be construed to obligate the Developers, Bestar or the Association to take any affirmative action in connection therewith. The rights hereunder reserved and granted shall not extend to that portion of a Lot which is improved.

Section 5. To the extent that any improvements constructed by Bestar or the Developers on, or, if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from

the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 5 shall also terminate.

Section 6. The Developers each hereby reserve for themselves and grant unto Bestar and the Association an alienable and releasable easement over and across certain tracts located at the entry way of the Property for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage as shown on the Final Development Plan for the Property approved by St. Johns County, Florida. Further, the Developers reserve for themselves and grant unto Bestar and the Association a twenty foot (20') easement running along and parallel to the road and running along and parallel to all boundary lines of the Plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, circuits, conduits, planters and other improvements currently existing or hereafter made or constructed by the Developers, Bestar or the Association.

ARTICLE X

GENERAL PROVISIONS

Section 1. There is hereby granted to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developers, Bestar, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment to the Covenants and Restrictions which would

affect the surface water management system including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive, right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. The Association is hereby granted the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as the Association deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay the Association, on demand, the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, the Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure by the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one

occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

Section 6. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, Bestar or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

Section 7. Whenever the approval of Bestar or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Bestar and the Association by Registered or Certified Mail with return receipt requested. If Bestar or the Association fails to act on any such written request within thirty (30) days after the date of receipt by Bestar or the Association, the approval of Bestar to the particular action sought shall be granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

Section 8. Whenever approval by Bestar is required in these covenants and restrictions, same shall mean approval of any officer of Bestar.

Section 9. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 10. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 11. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 12.

(a) Subject to the provisions of Article X, Section 2, Bestar is hereby granted the absolute and unconditional right, so long as it remains a Class C member of the Association, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Authority, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein; or (iv) to conform to the requirements of the St. Johns River Water Management District, St. Johns County and/or Private Utility Company.

(b) Subject to the provisions of Article X, Section 2, Bestar is hereby granted the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class C membership so long as (i) the assessments of existing owners are not increased except as may be expressly provided for herein, and (ii) no owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.

(c) This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a two-thirds (2/3) vote of all Class A Members of the Association present at such meeting and (ii) all of the Class B Members and the Class C Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 13. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including before, at trial, in bankruptcy and any post judgment collection, which may be incurred by Bestar, the Association or any Owner in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Bestar.

Section 14. Bestar shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of

Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by Bestar by any part or paragraph of this Declaration. No such transfer or assignment shall require the consent, approval or acceptance of any person, including, without limitation, the Association or the Owners. Following any such assignment, Bestar shall be relieved of the performance of all duties and obligations hereunder. If at anytime hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Bestar under these provisions, the same shall be vested in and be exercised by the Association and if the Association shall have been dissolved, then by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Bestar" as used herein shall include the person or entity identified on the first page as Bestar and its successors or assigns.

Section 15. This Declaration shall be construed in accordance with laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned, being the Developers and Bestar herein, do hereby make this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation and have caused this Amended and Restated Declaration to be executed in their names on the day and year first above written.

Signed, sealed and delivered
in the presence of:

BESTAR FUNDING CORP., a Florida
corporation

Paul F. Miller
Name printed: Paul F. Miller

By: L. Randall Towers
L. Randall Towers, President

Karen B. Murphy
Name printed: Karen B. Murphy

"Bestar"

(CORPORATE SEAL)

Susan L. Bennett
Name printed: Susan L. Bennett

Dawn M. Baldassare
Name printed: Dawn M. Baldassare

DAWSON DEVELOPMENT COMPANY,
INC., a Florida corporation

By: [Signature]
Carl D. Dawson, Jr.
President

"Developer A"

(CORPORATE SEAL)

MAXXRAM JOINT VENTURE, a
Florida general partnership

By: Bestar Funding
Corporation, a Florida
corporation, its general
partner

By: [Signature]
L. Randall Towers, President

"Developer B"

Frank E. Miller
Name printed: Frank E. Miller

Karen B. Murphy
Name printed: Karen B. Murphy

BESTAR FUNDING CORPORATION, a
Florida corporation

By: [Signature]
L. Randall Towers, President

"Developer C"

Frank E. Miller
Name printed: Frank E. Miller

Karen B. Murphy
Name printed: Karen B. Murphy

TOWRAM JOINT VENTURE, a Florida
general partnership

Frank E. Miller
Name printed: Frank E. Miller

By: L. Randall Towers
L. Randall Towers, General
Partner

Karen B. Murphy
Name printed: Karen B. Murphy

"Developer D"

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th
day of September, 1995, by L. Randall Towers, President of Bestar
Funding Corporation, a Florida corporation, on behalf of the
corporation.

Frank E. Miller
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires August 4, 1998
FRANK E. MILLER
MY COMMISSION # CC384438 EXPIRES
AUGUST 4, 1998
BONDED THROUGH TRULY FARM INSURANCE, INC.

Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

STATE OF FLORIDA }
 } SS
 COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 27th day of September, 1995, by Carl D. Dawson, Jr., President of Dawson Development Company, Inc., a Florida corporation, on behalf of the corporation.



SUSAN L. BENNETT
 MY COMMISSION # CC195168 EXPIRES
 May 29, 1996
 BONDED THRU TROY FAIR INSURANCE, INC.

Susan L. Bennett
 (Print Name Susan L. Bennett)
 NOTARY PUBLIC
 State of Florida at Large
 Commission # CC195168
 My Commission Expires: 5/29/96

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

STATE OF FLORIDA }
 } SS
 COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th day of September, 1995, by L. Randall Towers, President of Bestar Funding Corporation, a Florida corporation, general partner of Maxxram Joint Venture, a Florida general partnership, on behalf of the partnership.

Frank E. Miller
 (Print Name _____)
 NOTARY PUBLIC
 State of Florida at Large
 Commission # _____
 My Commission Expires: _____

FRANK E. MILLER
 MY COMMISSION # 00384439 EXPIRES
 AUGUST 4, 1993
 BONDED THRU TROY FAIR INSURANCE, INC.

Personally known ✓ or
 Produced I.D. _____
 [check one of the above]
 Type of Identification Produced _____

STATE OF FLORIDA }
 }SS
 COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th day of September, 1995, by L. Randall Towers, President of Bestar Funding Corporation, a Florida corporation, on behalf of the corporation.

Frank E. Miller
 (Print Name)
 NOTARY PUBLIC
 State of Florida at Large FRANK E. MILLER
 Commission # MY COMMISSION # CC384438 EXPIRES
 My Commission Expires: AUGUST 4, 1998
 BONDED THROUGH FARM INSURANCE, INC.

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

STATE OF FLORIDA }
 }SS
 COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th day of September, 1995, by L. Randall Towers, general partner of Towram Joint Venture, a Florida general partnership, on behalf of the partnership.

Frank E. Miller
 (Print Name)
 NOTARY PUBLIC
 State of Florida at Large FRANK E. MILLER
 Commission # MY COMMISSION # CC384438 EXPIRES
 My Commission Expires: AUGUST 4, 1998
 BONDED THROUGH FARM INSURANCE, INC.

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

PHASE "C" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Sections 5 and 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Beginning, BEGIN at the South 1/4 corner of said Section 8; run thence North 89°25'15" East, along the North line of said Section 8 (also being the South line of said Section 5), a distance of 165.09 feet to a point on the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve being concave Northeasterly and having a radius of 730.00 feet, through a central angle of 03°57'32" to the left, an arc distance of 50.44 feet, said arc being subtended by a chord bearing and distance of South 09°22'03" East, 50.43 feet; run thence North 76°03'54" East, a distance of 312.54 feet to a point; run thence South 13°59'03" East, a distance of 204.80 feet; run thence South 23°44'36" East, a distance of 21.12 feet; run thence North 72°31'47" East, a distance of 216.33 feet to a point; run thence North 63°24'51" East, a distance of 304.32 feet; run thence North 89°25'15" East, a distance of 129.88 feet to a point on the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 572.80 feet, through a central angle of 10°48'14" to the left, an arc distance of 108.01 feet, said arc being subtended by a chord bearing and distance of South 15°39'40" East, 107.85 feet; run thence South 21°03'46" East, along the tangency of last said line, a distance of 333.88 feet to the point of curvature of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Westerly and having a radius of 970.00 feet through a central angle of 06°02'19" to the right, an arc distance of 102.23 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 18°02'37" East, 102.18 feet; run thence South 15°01'27" East, along the tangency of last said line, a distance of 66.50 feet to a point; run thence South 76°10'57" West, a distance of 147.18 feet to a point; run thence South 32°32'34" West, a distance of 306.26 feet to a point on the arc of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 884.53 feet, through a central angle of 26°39'39" to the left, an arc distance of 411.59 feet, said arc being subtended by a chord bearing and distance of South 83°13'12" West, 407.89 feet; run thence North 23°44'36" West, a distance of 272.16 feet; run thence South 66°15'24" West, a distance of 2.51 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve being concave Northerly and having a radius of 25.00 feet through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 68°44'36" West, 35.36 feet; run thence South 66°15'24" West, a distance of 60.00

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EXHIBIT A

feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Westerly and having a radius of 25.00 feet, through a central angle of 90°00'00" to the right, an arc distance of 39.27 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 21°15'24" West, 35.36 feet; run thence South 66°15'24" West, along the tangency of last said line, a distance of 36.14 feet to the point of curvature of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Southerly and having a radius of 1130.00 feet, through a central angle of 07°47'31" to the left, an arc distance of 153.67 feet, said arc being subtended by a chord bearing and distance of South 62°21'38" West, 153.56 feet; run thence North 31°32'07" West, a distance of 212.72 feet; run thence North 60°07'30" West, a distance of 96.07 feet to a point; run thence South 89°25'15" West, a distance of 782.80 feet to a point on the East line of the lands described in Official Records Book 204, Page 143 of the Public Records of said County; run thence North 02°43'18" West, along the East line of aforesaid lands, a distance of 560.39 feet to the point on the North line of Government Lot 1, Section 8 (also being the South line of Government Lot 4, Section 5); run thence North 89°25'15" East, along the North line of said Government Lot 1, Section 8, a distance of 757.29 feet to the POINT OF BEGINNING.

The lands thus described contain 29.76 acres, more or less, in area.

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EXHIBIT A

PARCEL D:

A portion of the Northeast 1/4, together with a portion of Government Lots 1, 2, and 3, all in Section 8, together with a portion of the Francis P. Fatio Grant, Section 39, all lying within Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida and recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the

Northerly line of aforesaid lands deed to the School Board of St. Johns County, Florida in Official Records Book 1066, Pages 1632 through 1637, inclusive; run thence along last said line the following four (4) courses and distances: Course No. 1: North 70°20'31" West, a distance of 623.58 feet to the point of curvature of a curve leading Westerly; Course No. 2: thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 820.00 feet through a central angle of 61°16'49" to the left, an arc distance of 877.02 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 79°01'05" West, 835.81 feet; Course No. 3: run thence South 48°22'41" West along the tangency of last said curve, a distance of 451.90 feet to the point of curvature of a curve leading Southerly; Course No. 4: thence Southerly along and around the arc of a curve being concave Southeasterly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to the point of cusp of a curve, said point also being on the Northeasterly right of way line of Roberts Road, last said arc being subtended by a chord bearing and distance of South 03°22'41" West, 35.36 feet; run thence along the aforesaid Northeasterly right of way line of Roberts Road the following five (5) courses and distances: Course No. 1: North 41°37'19" West, a distance of 893.70 feet to the point of curvature of a curve leading Northerly; Course No. 2: thence Northerly along and around the arc of a curve being concave Easterly and having a radius of 330.00 feet through a central angle of 22°19'43" to the right, an arc distance of 128.60 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 30°27'27" West, 127.79 feet; Course No. 3: run thence North 19°17'36" West along the tangency of last said curve, a distance of 467.68 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue along the Northeasterly right of way line of Roberts Road Course No. 4: North 19°17'36" West, a distance of 610.37 feet to the point of curvature of a curve leading Northerly; Course No. 5: run thence Northerly along and around the arc of a curve being concave Westerly, having a radius of 860.00 feet through a central angle of 11°49'35" to the left, an arc distance of 177.51 feet to a point, said arc being subtended by a chord bearing and distance of North 25°12'26" West, 177.20 feet; run thence North 70°42'24" East, a distance of 204.64 feet to a point on the Easterly line of aforesaid Government Lot 2, Section 8 (also being the Westerly line of Government Lot 1, Section 8); run thence South 83°15'18" East, a distance of 254.28 feet to a point, run thence North 70°42'24" East, a distance of 365.09 feet to a point; run thence North 11°03'48" East, a distance of 1,366.81

EXHIBIT A

feet to a point, run thence North 66°19'55" East, a distance of 561.15 feet to a point, run thence South 31°32'07" East (being a radial line to the upcoming curve), a distance of 212.72 feet to a point on the arc of a curve leading Easterly; run thence Easterly along and around the arc of a curve, having a radius of 1,130.00 feet through a central angle of 07°47'31" to the right, an arc distance of 153.67 feet to the Point of Tangency of said curve, last said arc being subtended by a chord bearing and distance of North 62°21'38" East, 153.56 feet; run thence North 66°15'24" East along the tangency of last said curve, a distance of 36.14 feet to the point of curvature of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Northwesternly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to the point of cusp of a curve, last said arc being subtended by a chord bearing and distance of North 21°15'24" East, 35.36 feet; run thence North 66°15'24" East, a distance of 60.00 feet to a point of cusp of a curve; run thence Southeasterly along and around the arc of a curve being concave Northeasterly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to the point of tangency, last said arc being subtended by a chord bearing and distance of South 68°44'36" East, a distance of 35.36 feet; run thence North 66°15'24" East along the tangency of last said curve, a distance of 2.51 feet to a point; run thence South 23°44'36" East, a distance of 272.16 feet to a point on the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve being concave Southerly, having a radius of 984.98 feet through a central angle of 59°07'02" to the left, an arc distance of 1,016.29 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°37'19" West, 971.81 feet; run thence South 11°03'48" West along the tangency of last said curve, a distance of 585.46 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Northerly, having a radius of 928.98 feet through a central angle of 59°38'36" to the right, an arc distance of 967.04 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°53'06" West, 923.97 feet; run thence South 70°42'24" West along the tangency of last said curve, a distance of 458.20 feet to a point on the aforesaid Northeasterly right of way line of Roberts Road and the POINT OF BEGINNING.

The lands thus described contain 38.92 acres, more or less in area.

EXHIBIT A

PARCEL 1

A portion of the Northeast 1/4, together with a portion of Government Lots 4, 5, and 6, all in Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida, and recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the

Northerly line of aforesaid lands deeded to the School Board of St. Johns County, Florida, and recorded in Official Records Book 1066, Pages 1632 through 1637 inclusive; run thence North 70°20'31" West along last said line, a distance of 12.99 feet to a point; run thence North 02°45'20" West, a distance of 86.54 feet to a point

and the POINT OF BEGINNING of the lands herein described.

From the POINT OF BEGINNING thus described continue North 02°45'20" West, a distance of 109.88 feet; thence South 87°14'40" West, a distance of 240.00 feet; thence South 02°45'20" East, a distance of 10.89 feet to a point;

run thence along last said line the following two (2) courses and distances: Course No. 1: North 70°20'31" West, a distance of 317.99 feet to the point of curvature of a curve leading Westerly; Course No. 2: thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 900.00 feet through a central angle of 36°03'26" to the left, an arc length of 566.38 feet to a point, said arc being subtended by a chord bearing and distance of North 88°22'14" West, 557.08 feet; run thence North 41°38'47" East, a distance of 257.52 feet to a point; run thence North 60°09'10" East, 256.33 feet to a point; run thence North 73°28'05" East, 336.37 feet to a point; run thence North 87°14'40" East, a distance of 365.89 feet to a point; run thence North 02°45'20" West, a distance of 783.02 feet to a point; run thence North 87°14'40" East, a distance of 519.49 feet to a point; run thence South 02°42'13" East, a distance of 1,497.84 feet to a point;

run thence Westerly along

the following three (3) courses and distances: Course No. 1: South 87°14'40" West, a distance of 239.26 feet to the point of curvature of a curve leading Westerly; Course No. 2: thence Westerly along and around the arc of a curve being concave Northerly, having a radius of 600.00 feet through a central angle of 22°24'49" to the right, an arc distance of 234.71 feet to the Point of Tangency of last said curve, said curve being subtended by a chord bearing and distance of North 81°32'55" West, 233.22 feet; Course No. 3: run thence North 70°20'31" West along the tangency of last said curve, a distance of 67.18 feet to the POINT OF BEGINNING.

The lands thus described contain 29.69 acres, more or less in area

EXHIBIT A

PHASE "J-3" CUNNINGHAM CREEK PLANTATION:

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, said portion being more particularly described as follows: For a Point of Commencement COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4515.79 feet to a point; run thence South 79°01'59" West, a distance of 968.42 feet to the POINT OF BEGINNING of the lands herein described; From the Point of Beginning thus described continue South 79°01'59" West, a distance of 522.85 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida and recorded in Official Records Book 1066, Pages 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West, along the Easterly line of aforesaid lands a distance of 764.37 feet to a point; run thence the following three courses and distances: Course No. 1: South 70°20'31" East, a distance of 21.19 feet to the point of curvature of a curve leading Easterly; Course No. 2: thence Easterly along and around the arc of a curve being concave Northerly and having a radius of 680.00 feet, through a central angle of 22°24'49" to the left, an arc distance of 266.01 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 81°32'55" East, 264.32 feet; Course No. 3: run thence North 87°14'40" East along the tangency of last said curve, a distance of 239.19 feet to a point; run thence South 02°42'13" East, a distance of 630.24 feet to the aforesaid POINT OF BEGINNING.

The lands thus described contain 8.06 acres, more or less, in area.

EXHIBIT A

PARCEL L:

A portion of Government Lots 3 and 4, Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands described and recorded in Official Records Book 1066, Pages 1632 through 1637 (inclusive) of the Public Records of said County; run thence along last said line the following five (5) courses and distances: Course No. 1: North 02°45'20" West, 764.37 feet to the POINT OF BEGINNING; Course No. 2: North 70°20'31" West, a distance of 623.58 feet to the point of curvature of a curve leading Westerly; Course No. 3: thence Westerly along and around the arc of a curve being concave Southerly and having a radius of 820.00 feet through a central angle of 61°16'49" to the left, an arc distance of 877.02 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 79°01'05" West, 835.31 feet; Course No. 4: thence South 48°22'41" West along the tangency of said curve, a distance of 451.90 feet to the point of curvature of a curve leading Southerly; Course No. 5: thence Southerly along and around the arc of a curve being concave Northeasterly and having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to a point situate on the Northeasterly right of way line of Roberts Road (a variable width right of way), said arc being subtended by a chord bearing and distance of South 03°22'41" West, 35.36 feet; run thence North 41°37'19" West along the Northeasterly right of way line of said Roberts Road a distance of 827.77 feet to a point on the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Northerly and having a radius of 4,210.38 feet through a central angle of 03°37'04" to the left, an arc distance of 265.85 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 67°55'50" East, 265.80 feet; run thence North 66°07'19" East along the tangency of last said curve, a distance of 213.90 feet to the point of curvature of a curve leading Northeasterly; run thence Northeasterly along and around the arc of a curve being concave Northwesterly, having a radius of 1,850.00 feet through a central angle of 36°09'39" to the left, an arc distance of 1,167.59 feet to the point of the cusp of a curve, said arc being subtended by a chord bearing and distance of North 48°02'29" East, 1,148.30 feet; run thence South 22°43'06" East, a distance of 148.75 feet to a point; run thence North 78°29'59" East, a distance of 211.40 feet; thence North 75° 50'33" East, a distance of 208.26 feet to a point; run thence North 87°14'40" East, a distance of 474.54 feet to a point; run thence South 02°45'20" East, a distance of 532.90 feet to a point; run thence South 87°14'40" West, a distance of 365.89 feet to a point; run thence South 73°28'05" West, a distance of 336.37 feet to a point; run thence South 60°09'10" West, a distance of 256.83 feet to a point; run thence South 41°38'41" West, a distance of 257.52 feet to a point on the arc of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Southeasterly, having a radius of 900.00 feet through a central angle of 36°03'28" to the right, an arc distance of 566.39 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°22'15" East,

EXHIBIT A

557.09 feet; thence South $70^{\circ}20'31''$ East along last said tangency, a distance of 644.78 feet to the point of curvature of a curve leading Easterly; thence Easterly along and around the arc of a curve being concave Northeasterly, having a radius of 600.00 feet, through a central angle of $22^{\circ}24'49''$ to the right, an arc distance of 234.71 feet to the Point of Tangency of a curve, said arc being subtended by a chord bearing and distance of South $81^{\circ}32'59''$ East, 233.22 feet; run thence North $87^{\circ}14'40''$ East, a distance of 36.12 feet; run thence South $02^{\circ}45'20''$ East, a distance of 80.00 feet; run thence South $87^{\circ}14'40''$ West, a distance of 36.12 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve concave Northeasterly and having a radius of 680.00 feet, through a central angle of $22^{\circ}24'49''$ to the right, an arc distance of 266.01 feet to the Point of Tangency, said arc being subtended by a chord bearing and distance of North $81^{\circ}32'56''$ West, 264.32 feet; run thence North $70^{\circ}20'31''$ West along said tangency, a distance of 21.20 feet to the POINT OF BEGINNING.

EXHIBIT A

PARCEL M:-

A portion of the Northeast 1/4, together with a portion of Government Lots 1, 3 and 4, all lying within Section 8, together with a portion of the Francis P. Fatio Grant, Section 39, all lying with Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a Point of Reference COMMENCE at the Northeast corner of said Section 8; run thence South 02°45'19" East along the East line of said Section 8, a distance of 4,515.79 feet to a point; run thence South 79°01'59" West, a distance of 1,491.27 feet to a point on the Easterly line of lands deeded to the School Board of St. Johns County, Florida, recorded in Official Records Book 1066, Page 1632 through 1637 (inclusive) of the Public Records of said County; run thence North 02°45'20" West along the aforesaid Easterly line thereof, a distance of 764.37 feet to a point on the

Northerly line of aforesaid lands deeded to the School Board of St. Johns County, Florida in Official Records Book 1066, Pages 1632 through 1637; run thence along last said line the following four (4) courses and distances: Course No. 1; North 70°20'31" West, a distance of 623.58 feet to the point of curvature of a curve leading Westerly; Course No. 2; thence Westerly along and around the arc of a curve being concave Southerly, having a radius of 820.00 feet through a central angle of 61°16'49" to the left, an arc distance of 877.02 feet to the Point of Tangency of last said curve, said arc being subtended by a chord bearing and distance of South 79°01'05" West, 835.81 feet; Course No. 3; run thence South 48°22'41" West along the tangency of last said curve, a distance of 451.90 feet to the point curvature of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Easterly, having a radius of 25.00 feet through a central angle of 90°00'00" to the left, an arc distance of 39.27 feet to a point on the Northeasterly right of way line of Roberts Road, said arc being subtended by a chord bearing and distance of South 03°22'41" West, a distance of 35.36 feet; run thence North 31°37'19" West along the Northeasterly right of way line of Roberts Road, a distance of 827.77 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described continue along the Northeasterly right of way line of Roberts Road the following three (3) courses and distances: Course No. 1; thence continue North 41°37'19" West, a distance of 65.94 feet to the point of curvature of a curve leading Northerly; Course No. 2; thence Northerly along and around the arc of a curve being concave Easterly, having a radius of 330.00 feet through a central angle of 22°19'43" to the right, an arc distance of 128.60 feet to the Point of Tangency of last said curve, said arc being subtended by a chord bearing and distance of North 30°27'27" West, 127.79 feet; Course No. 3; run thence North 19°17'36" West, a distance of 467.68 feet to a point; run thence North 70°42'24" East, a distance of 458.20 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Northerly through a central angle of 59°38'36" to the left, an arc distance of 967.04 feet to the Point of Tangency of said curve, said arc being subtended by a chord bearing and distance of North 40°53'06" East, 923.97 feet; run thence North 11°03'48" East along the tangency of last said curve, a distance of 585.46 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve being concave Southerly and having a radius of 984.98 feet through a central angle of 59°07'02" to the right, an arc distance of 1,016.29 feet to the point of compound curvature, said arc being subtended by a chord bearing and distance of North 40°37'19" East, 971.81 feet; thence continue Northeasterly along and around the arc of a curve, having a radius of 584.53 feet through a central angle of 19°10'28" to the right, an arc

EXHIBIT A

distance of 296.01 feet to a point, said arc being subtended by a chord bearing and distance of North 79°28'36" East, 294.63 feet; run thence South 00°26'07" East (being radial to last said curve), a distance of 227.81 feet to a point on the arc of a curve leading Easterly; run thence Easterly along and around the arc of a curve, having a radius of 630.00 feet through a central angle of 11°02'43" to the right, an arc distance of 121.45 feet to a point, said arc being subtended by a chord bearing and distance of South 84°54'46" East, 121.26 feet; run thence South 10°36'35" West, a distance of 338.29 feet to a point; run thence South 70°46'05" West, a distance of 80.44 feet to a point; run thence North 19°13'55" West, a distance of 163.22 feet to a point on the arc of a curve leading Northerly; thence Northerly along and around the arc of a curve being concave Easterly, having a radius of 630.00 feet through a central angle of 01°02'49" to the right, an arc distance of 11.51 feet, said arc being subtended by a chord bearing and distance of North 18°42'31" West, 11.51 feet; run thence South 70°46'05" West, a distance of 230.11 feet to a point; run thence South 19°13'55" East, a distance of 306.72 feet to a point; run thence South 11°32'29" East, a distance of 288.68 feet to a point; run thence South 02°45'20" East, a distance of 425.27 feet to a point; run thence South 09°09'47" East, a distance of 406.33 feet to a point; run thence South 75°50'33" West, a distance of 208.26 feet to a point; run thence South 78°29'59" West, a distance of 211.40 feet to a point; run thence North 22°43'06" West, a distance of 148.75 feet to a point on the arc of a curve leading Southwesterly; run thence Southwesterly along and around the arc of a curve being concave Northwesterly, having a radius of 1,850.00 through a central angle of 36°09'39" to the right, an arc distance of 1,167.59 feet to the Point of Tangency of last said line, said arc being subtended by a chord bearing and distance of South 48°02'29" West, 1,148.30 feet; run thence South 66°07'19" West along the tangency of last said curve, a distance of 213.91 feet to the point of curvature of a curve leading Westerly; thence Westerly along and around the arc of a curve being concave Northwesterly, having a radius of 4,210.38 feet through a central angle of 03°37'04" to the right, an arc distance of 265.85 feet to a point on the Northeasterly right of way line of Roberts Road and the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 67°55'50" West, 265.80 feet.

The lands thus described contain 36.53 acres, more or less in area.

EXHIBIT A

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De-Cunnewealth
THIS DOCUMENT PREPARED
BY AND RETURN TO:

Let
→

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

lec-2100
31-300

**FIRST SUPPLEMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR CUNNINGHAM CREEK PLANTATION**

This First Supplement to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation (the "Supplement") is made this _____ day of September, 1995, by BESTAR FUNDING CORPORATION, a Florida corporation ("Bestar").

R E C I T A L S :

A. Bestar and certain developers entered into that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation, September 28, 1995, which is recorded in Official Records Book 1132, page 717, of the public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration (the "Property") to the terms thereof;

B. Article II, Section 2 of the Declaration provides for additional property to be made subject to the terms, conditions, and provisions of the Declaration by the execution and recordation of a supplementary declaration executed by Bestar and the owner of lands to be added; and

C. Cunningham Hollow Joint Venture, a Florida general partnership, is the owner of a parcel of property labeled N-1 being more particularly described on Exhibit "A" attached hereto (the "Additional Property") that is contiguous to the Property and Bestar and Cunningham Hollow Joint Venture desire to subject the Additional Property to the terms, conditions and provisions contained in the Declaration.

NOW THEREFORE, the Bestar and Cunningham Hollow Joint Venture hereby declare that the Additional Property shall be held, transferred, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, charges and liens, and all

END


Recorded in Public Records St. Johns County, FL
Clerk# 95030104 O.R. 1132 PG 856 08:52AM 10/05/95
Recording \$21.00 Surcharge \$3.00

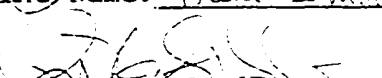
24-00

other matters set forth in the Declaration as the same may be amended from time to time, all of which is hereby incorporated by reference herein. All defined terms contained in this Supplement shall have the same meanings as such terms are defined by the Declaration and the term Developer or Developers as used in the Declaration shall include Cunningham Hollow Joint Venture who shall be designated Developer E with respect to the Additional Property which is intended to be developed into a twenty-six (26) lot single family subdivision known as Cunningham Hollow at Cunningham Creek Plantation. The term Plat as used in the Declaration shall include the plat of Cunningham Hollow at Cunningham Creek Plantation to be recorded in the public records of St. Johns County, Florida. From and after the date hereof, the term Property shall include the Additional Property. To the extent of any inconsistency or ambiguity between the Declaration and this Supplement, this Supplement shall be controlling. This Supplement shall become effective upon its recordation in the public records of St. Johns County, Florida.

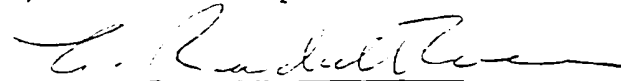
IN WITNESS WHEREOF, Bestar and Cunningham Hollow Joint Venture have caused this Supplement to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation to be properly executed and recorded in the current public records of St. Johns County, Florida.

Signed, sealed and delivered
in the presence of:


Print Name: Frank E. Miller


Print Name: L. Randall Towers

BESTAR FUNDING CORPORATION,
INC., a Florida corporation

By: 
L. Randall Towers, President
2051 Art Museum Drive
Suite 130
Jacksonville, Florida 32207

CUNNINGHAM HOLLOW JOINT
VENTURE, a Florida general
partnership

By: YOUNG LAND GROUP, INC., a
Florida corporation, its
managing general partner

Giani E. Miller
Print Name: Giani E. Miller

Robert G. Aldridge
Print Name: Robert G. Aldridge

By: James R. Young
James R. Young, President
9471 Baymeadows Road
Suite 403
Jacksonville, Florida 32256

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th
day of September, 1995, by L. Randall Towers, President of Bestar
Funding Corporation, Inc., a Florida corporation, on behalf of the
corporation.

Robert G. Aldridge
(Print Name)
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:



ROBERT G. ALDRIDGE
Notary Public, State of Florida
My Comm. expires Aug. 4, 1999
Comm. No. CC 490558

Personally known X or
Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

STATE OF FLORIDA }
 }SS
 COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th day of September, 1995, by James R. Young, President of Young Land Group, Inc., a Florida corporation, managing general partner of Cunningham Hollow Joint Venture, a Florida general partnership, on behalf of the partnership.



ROBERT G. ALDRIDGE
 Notary Public, State of Florida
 My Comm. expires Aug. 4, 1999
 Comm. No. CC 480358

[Signature]
 (Print Name _____)
 NOTARY PUBLIC
 State of Florida at Large
 Commission # _____
 My Commission Expires: _____

Personally known X or
 Produced I.D. _____
 [check one of the above]
 Type of Identification Produced _____

EXHIBIT A

VILLAGE GREEN AT CUNNINGHAM CREEK PLANTATION UNIT TWO

A parcel of land being a portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, and being more particularly described as follows: For a POINT OF COMMENCEMENT COMMENCE at the Northeast corner of said Section 8; run thence South $02^{\circ}45'19''$ East along the East line of said Section 8 (also being the West line of said Section 9), a distance of 2,446.03 feet to a point; run thence South $87^{\circ}14'40''$ West, a distance of 1,475.99 feet to the POINT OF BEGINNING of the lands herein described. From the POINT OF BEGINNING thus described run thence South $02^{\circ}45'20''$ East, a distance of 250.12 feet to a point; run thence South $87^{\circ}14'40''$ West, a distance of 474.65 feet to a point; run thence North $09^{\circ}09'47''$ West, a distance of 406.33 feet to a point; run thence North $02^{\circ}45'20''$ West, a distance of 425.27 feet to a point; run thence North $11^{\circ}32'29''$ West, a distance of 288.68 feet to a point; run thence North $19^{\circ}13'55''$ West, a distance of 306.72 feet to a point; run thence North $70^{\circ}46'05''$ East, a distance of 230.11 feet to a point on the arc of a curve leading Southerly; thence Southerly along and around the arc of a curve being concave Westerly and having a radius of 630.00 feet, through a central angle of $01^{\circ}02'49''$ to the right, an arc distance of 11.51 feet to the Point of Tangency of last said curve, said arc being subtended by a chord bearing and distance of South $18^{\circ}42'31''$ East, 11.51 feet; run thence South $19^{\circ}13'55''$ East, 163.22 feet to a point; run thence North $70^{\circ}46'05''$ East, a distance of 162.39 feet to a point; run thence South $60^{\circ}53'19''$ East, a distance of 76.20 feet to a point; run thence South $48^{\circ}10'43''$ East, a distance of 74.34 feet to a point; run thence South $35^{\circ}23'46''$ East, a distance of 115.30 feet to a point; run thence South $11^{\circ}32'29''$ East, a distance of 297.20 feet to a point; run thence South $02^{\circ}45'20''$ East, a distance of 618.90 feet to the POINT OF BEGINNING.

Recorded in Public Records, St. Johns County, FL
Clerk# 96030741 O.R. 1193 PG 163 12:25PM 08/30/96
Recording \$21.00 Surcharge \$3.00

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

**SECOND SUPPLEMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR CUNNINGHAM CREEK PLANTATION**

THIS SECOND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CUNNINGHAM CREEK PLANTATION ("Supplement") is made as of the 28th day of August, 1996, by BESTAR FUNDING CORPORATION, a Florida corporation ("Bestar").

R E C I T A L S :

A. Bestar and certain developers entered into that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation, September 28, 1995, which is recorded in Official Records Book 1132, page 797 and that certain First Supplement to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation recorded October 5, 1995, in Official Records Book 1132, page 856, both of the public records of St. Johns County, Florida ("Declaration") thereby submitting all of the real property described in the Declaration ("Property") to the terms thereof;

B. Article II, Section 2 of the Declaration provides for additional property to be made subject to the terms, conditions, and provisions of the Declaration by the execution and recordation of a Supplementary Declaration executed by Bestar and the owner of lands to be added; and

C. Village Green Unit Two-B Joint Venture, a Florida general partnership, is the owner of a parcel of property labeled N-2 being more particularly described on Exhibit "A" attached hereto ("Additional Property") that is contiguous to the Property and Bestar and Village Green Unit Two-B Joint Venture desire to subject the Additional Property to the terms, conditions and provisions contained in the Declaration.

11407.1

NOW, THEREFORE, Bestar and Village Green Unit Two-B Joint Venture hereby declare that the Additional Property shall be held, transferred, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, charges and liens, and all other matters set forth in the Declaration as the same may be amended from time to time, all of which is hereby incorporated by reference herein. All defined terms contained in this Supplement shall have the same meanings as such terms are defined by the Declaration and the term Developer or Developers as used in the Declaration shall include Village Green Unit Two-B Joint Venture who shall be designated Developer N-2 with respect to the Additional Property which is intended to be developed into a thirty (30) lot single family subdivision known as Village Green Unit Two at Cunningham Creek Plantation. The term Plat as used in the Declaration shall include the plat of Village Green Unit Two-B at Cunningham Creek Plantation to be recorded in the public records of St. Johns County, Florida. From and after the date hereof, the term Property shall include the Additional Property. To the extent of any inconsistency or ambiguity between the Declaration and this Supplement, this Supplement shall be controlling. This Supplement shall become effective upon its recordation in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, Bestar and Village Green Unit Two-B Joint Venture have caused this Second Supplement to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cunningham Creek Plantation to be properly executed and recorded in the current public records of St. Johns County, Florida.

Signed, sealed and delivered
in the presence of:

Karen B. Murphy
Print Name: Karen B. Murphy
Gary B. Davenport
Print Name: GARY B. DAVENPORT

BESTAR FUNDING CORPORATION,
INC., a Florida corporation

By: L. Randall Towers
L. Randall Towers, President
1914 Art Museum Drive
Jacksonville, Florida 32207

O.R. 1193 PG 0165

VILLAGE GREEN UNIT TWO-B JOINT
VENTURE, a Florida general
partnership

By: YOUNG LAND GROUP, INC., a
Delaware corporation, its
managing general partner

Gay B. Davenport
Print Name: Gay B. Davenport

Karen B. Murphy
Print Name: Karen B. Murphy

By: *James R. Young*
James R. Young, President
9471 Baymeadows Road
Suite 403
Jacksonville, Florida 32256

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 26th
day of August, 1996, by L. Randall Towers, President of Bestar
Funding Corporation, Inc., a Florida corporation, on behalf of the
corporation.



KAREN B. MURPHY
MY COMMISSION / CC323135 EXPIRES
OCTOBER 12, 1997
BONDED THIRD PARTY INSURANCE, INC.

Karen B. Murphy
(Print Name Karen B. Murphy)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally known ☒ or
Produced I.D. _____
[check one of the above]
Type of Identification Produced

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 28th day of August, 1996, by James R. Young, President of Young Land Group, Inc., a Delaware corporation, managing general partner of Village Green Unit Two-B Joint Venture, a Florida general partnership, on behalf of the partnership.



KAREN B. MURPHY
MY COMMISSION # CC323135 EXPIRES
October 12, 1997
BONDED THROUGH TROY FAIR INSURANCE, INC.

Karen B. Murphy
(Print Name Karen B. Murphy)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known ☒ or
Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

PHASE "N-2" CUNNINGHAM CREEK PLANTATION:

A portion of Section 8, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of said Section 8; thence run South 02°45'19" East, along the East line of said Section 8, for a distance of 2446.03; thence run South 87°14'40" West, for a distance of 956.50 feet to the POINT OF BEGINNING of the parcel of land herein described; the same being a point on the boundary of Baypoint At Cunningham Creek Plantation, according to the plat thereof recorded in Map Book 30 at Pages 11 through 17 of the public records of said County, thence continue South 87°14'40" West, along the boundary of last said plat, for a distance of 519.49 feet; thence run North 02°45'20" West, for a distance of 618.90 feet; thence run North 11°32'29" West, for a distance of 297.20 feet; thence run North 35°23'46" West, for a distance of 115.30 feet; thence run North 48°10'43" West, for a distance of 74.34 feet; thence run North 60°53'19" West, for a distance of 76.20 feet; thence run South 70°46'05" West, for a distance of 81.95 feet; thence run North 10°36'35" East, for a distance of 338.29 feet to a point on a curve, concave Southerly; thence run Westerly, along the arc of said curve to the left and having a radius of 630.00 feet, through a central angle of 11°02'43", an arc distance of 121.45 feet to the end of said curve, said arc being subtended by a chord bearing and distance of North 84°54'46" West, 121.26 feet; thence run North 00°26'07" West, for a distance of 227.78 feet to a point on a curve, concave Southwesterly; thence run Southeasterly, along the arc of said curve to the right and having a radius of 884.53 feet, through a central angle of 88°15'01", an arc distance of 1362.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 46°49'44" East, 1231.67 feet; thence run South 02°42'13" East, for a distance of 767.23 feet to the POINT OF BEGINNING.