

(H)  
THIS INSTRUMENT PREPARED  
BY and After Recording Return To:  
Jeri Poller, Esquire  
Jeri Poller, PA  
6013 NW 23<sup>rd</sup> Avenue  
Boca Raton, FL 33496  
(561) 998-3735

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made this 14 day of March, 2005, by and between **BRICKELL MANOR, LLC**, a Florida limited liability company ("Seller"), and **DURBIN CROSSING NORTH, LLC**, a Florida limited liability company ("Buyer"):

(A) Brickell, and other parties have acquired the unimproved property commonly referred to as "**Durbin Crossing**", located in St. Johns County (the "**County**"), Florida containing approximately 2,045 acres (the "**Project**"), and have obtained certain approvals to allow the Project to be developed with a total of approximately 2498 units, containing a mixture of approximately 1551 single family homes, townhouses and apartments together with approximately 947 multifamily units and approximately 100,000 square feet of commercial uses comprising retail and office space, together with associated recreational and common areas, storm water retention and other facilities.

(B) The Project is a development of regional impact under Chapter 380 of the Florida Statutes and development of the Project has been authorized pursuant Notice of DRI Development Order as recorded in Official Records Book 2036, Page 1072, together with the terms and provisions of the comprehensive land use plan amendment as set forth in Ordinance No. 2003-32 issued by St. Johns County Board of County Commissioners as recorded in Ordinance Book 31, Page 285 as corrected by Ordinance No. 2003-47 as recorded in Ordinance Book 31, Page 764 of the Public Records of St. Johns County, Florida (the "**DO**").

(H)  
20 (C) At the time Brickell, and others acquired title to the Project, Durbin Crossing, LLC, a Florida limited liability company ("**Developer**") received an assignment of Developer's Rights and Obligations recorded in Official Records Book 2036 Page 1143 of the Public Records of St. Johns County, Florida.

(D) Buyer has agreed to purchase from Brickell certain portions of the Project for the development of not more than 813 single family lots (the "**Buyer Land**") and related infrastructure (the "**Buyer Improvements**") to be located within the Project as more particularly described on Exhibit "A" pursuant to that certain Purchase and Sale Agreement (North Parcel- Durbin Crossing) dated as of December 6, 2002, as amended by First Amendment to Purchase and Sale Agreement dated as of February 27, 2003, as amended by Second Amendment to Purchase and Sale Agreement dated as of January 30, 2004 and as amended by Third Amendment to Purchase and Sale Agreement dated as of March 24, 2005 (collectively, "**Buyer Acquisition Agreement**").

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(E) Brickell wishes to provide for certain covenants, conditions, and restrictions as to the development and use of the Buyer Land which shall be covenants running with title to the Buyer Land.

(F) Simultaneously with the execution of this Agreement by the Parties hereto, Brickell intends to assign its rights under this Agreement to Developer.

NOW, THEREFORE, for and in consideration of the covenants, conditions, and restrictions herein contained, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged. The parties hereto hereby declare as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "**Recitals**") are true and correct and the Recitals are, by this reference, made a part of this Agreement.

2. **Exhibits.** The exhibits attached to this Agreement are, by this reference, made a part of this Agreement.

3. **Definitions and Abbreviation.** The following terms are used in this Agreement as defined in this Section 3:

(a) The terms defined in the Recitals are used in this Agreement as defined therein.

(b) The term "ACOE" shall mean the United States Army Corps of Engineers.

(c) The term "Assignee" shall have the meaning set forth in Section 6 hereto.

(d) The term "CDD" shall mean the Durbin Crossing Community Development District formed in connection with the Project.

(e) The term "FDOT" shall mean the Florida Department of Transportation.

(f) The term "Master Development Plan" shall mean the master development plan adopted by the PUD Resolution.

(g) The terms "Party" and "Parties" shall mean Developer and Buyer, and their Assignees, individually and collectively, respectively.

(h) The term "PUD" or "PUD Resolution" shall mean Resolution No. 2004-07 approving the Master Zoning of the Project.

(i) The term "SJRWMD" shall mean the St. Johns River Water Management District.

4. **Covenants, Conditions, and Restrictions with Respect to the Buyer Land.**

Buyer and any other owner or owners of the Buyer Land or parts thereof, their respective tenants and sub-tenants, if any, and their respective successors and assigns shall be bound by the following covenants, conditions, and restrictions:

(a) **Development of Buyer Land.** The Buyer Land shall be developed in accordance with the DO and the PUD, as the DO and the PUD may be modified, pursuant to the provisions of subsection 4(c) below. With respect to any improvements or facilities within the Buyer Land which are required by the DO or PUD in order for other lands covered by the DO and/or PUD to proceed with development, Buyer affirmatively agrees that such improvements or facilities shall be constructed so as not to delay the development of other portions of the Project. To the extent that any such improvements are performed by the CDD in lieu of Buyer, then Buyer shall be relieved of its obligation hereunder.

(b) **Use of Buyer Land and Maximum Number of Units.** The Buyer Land shall be developed for single family lots and single family dwelling units, and accessory uses related thereto, as permitted by the DO and the PUD on the date hereof. There shall be a maximum of six hundred two (602) single family dwellings within the Buyer Land which have been allocated in Phase I of the DO and two hundred eleven (211) single family dwellings within the Buyer Land which have been allocated in Phase II of the DO, as defined in the DO.

(c) **Changes to DO and DRI and PUD.** Notwithstanding any provision or implication of this Agreement to the contrary, Buyer or their Assignees as is appropriate, may not seek amendments or other modifications or revisions of the zoning, the DO, or the DRI, the PUD Resolution, or file any plat or site plan with respect to the Buyer Land ( each of the foregoing and collectively being a "**Master Approval**") without the prior written approval of Seller, its successors and assigns, which approval may be withheld under the following terms. Seller may, in its sole discretion, withhold approval of any amendment or other modification or revision (or any series of amendments, modifications or revisions, whether by Buyer or others) which would (i) increase the density within the Buyer Land, (ii) diminish the development rights of others within the Project, (iii) increase any development exactions imposed upon any other party within the Project, (iv) delay any other party in the exercise of any development right within the Project, (v) cause Seller or Developer to bear any cost or expense associated with such amendment or other modification or revision, (vi) rezone the Buyer Land, (vii) change the use within the Buyer Land (viii) constitute a substantial deviation under the DRI and Chapter 380 of the Florida Statutes, or (ix) might adversely impact other portions of Project, in the sole opinion of Seller. Seller shall not unreasonably withhold its consent to other type of any amendment or other modification or revision. The foregoing provisions are not intended for the benefit of any party other than Buyer and Seller and no third party shall have any rights hereunder.

(1) **Future Governmental Approvals and Submissions.** Buyer shall not, without the prior written consent of Seller, under the terms set forth in Paragraph 4(c) above: (i) make any submissions to, nor meet with, any governmental authority for the purpose of changing or modifying any Master Approval filed with any such governmental authority. Provided however, upon notice from Buyer to Seller, Buyer may seek to amend the DO to accelerate the timing of Phase 2 of the DRI, should Buyer so elect, at Buyer's sole cost and expense. Duplicate copies of all intended submissions, applications, written communications and requests shall be submitted to Seller for such

prior review, and, if Seller consents to same, Seller shall thereafter be informed of all dates and times for meetings between Buyer and the appropriate governmental personnel, and Seller shall be entitled to have a representative present at all such meetings. Any refusal to consent shall be in writing and given within fifteen (15) days after request, together with the specific reasons for the disapproval. Seller's failure to timely disapprove a request in writing with reasons specified shall be deemed an approval of the request.

(a) Notwithstanding the foregoing, and in addition to all other provisions contained in this Agreement, Buyer agrees that it will not take any of the following actions, which might have an adverse impact on the potential development of portions of the Project lying outside of the Buyer Land: (i) increase the density within the Buyer Land, (ii) diminish the rights of others within the Project, in the opinion of Seller, (iii) increase any development exactions imposed upon any other party within the Project, (iv) delay any other party in the exercise of any development right within the Project, (v) cause Seller or Developer to bear any cost or expense associated with such amendment or other modification or revision, (vi) rezone the Buyer Land, (vii) change the use within the Buyer Land or (viii) constitute a substantial deviation under the DRI and Chapter 380 of the Florida Statutes, might adversely impact other portions of Project. The foregoing agreement of Buyer is made in recognition of the fact that Seller, as a material inducement to selling the Buyer Land to Buyer, insisted that Buyer agree that it would not do, permit, fail to do, or fail to permit anything that might adversely impact the development of any portion of the Project outside of the Buyer Land and that, but for such agreement, Seller would not have sold the Buyer Land to Buyer.

(b) Buyer agrees that it will not object to any application or request made by Seller or Developer for a special use, variance, modification of the DO or other zoning change with respect to any portion of the Project, as long as such special use, variance, modification or zoning change does not diminish the rights of Buyer within the Buyer Land or increase any development exactions upon Buyer within the Buyer Land.

(d) General Governmental Regulation. Buyer acknowledges that the County and other duly constituted governmental authorities may, at any time in the future, further regulate and restrict the use of the Buyer Land; the character, location, size, and use of improvements to be constructed thereon; the preservation of trees; the disposition of earth; the preservation of wetlands; and other matters relating to the development and use of the Buyer Land. Buyer covenants and agrees that it will strictly observe and comply with all governmental regulations and restrictions applicable from time to time to the Buyer Land or any part thereof, whether in effect on the effective date hereof or on any subsequent date. Buyer further agrees that it will grant, upon request by any governmental authority, public utility, the CDD, Developer or Seller, easements or rights-of-way for the installation and maintenance of wetlands, preserves, public utilities and other services, including, without limitation, telephone lines, power lines, gas mains, water mains, sewer and drainage mains and facilities, and cable television lines, provided that said easements or rights-of-way do not interfere with the siting or construction of the Buyer Improvements in accordance with approved Plans (as hereafter defined). Buyer agrees to execute such documents as may be reasonably required to evidence Buyer's agreements as set forth in this paragraph and to impose similar covenants and requirements in any agreements entered into by Buyer, its permitted grantees, assignees and mortgagees.

(e) Biennial Reporting. By separate agreement between Developer and Seller, Developer has agreed to be the party responsible for the preparation and filing of all reports and information required by the DO to be filed. Buyer hereby agrees with Seller that Buyer shall use all commercially reasonable efforts to cooperate and assist Developer in its duties hereunder, including but not limited to granting Developer reasonable access to Buyer's Land and information applicable thereto and timely supplying to Developer such information as Developer shall reasonably require in order to timely and properly file all reports required by the DO. Developer shall have the right to reasonably rely on the information provided by Buyer.

(f) Wetlands Impacts and Wetland/Upland Buffers. The Buyer Land contains approximately 439.95 acres of wetlands which are required to be conserved under the terms of the DO and the PUD Resolution. No development activities, as defined in Section 380.04 of the Florida Statutes, except for activities permitted by the appropriate environmental permitting agencies, are allowed in any of the wetland areas within the Buyer Land. Wetland impacts shall be mitigated through the regulatory permitting process. The Buyer Land is limited to 4.99 acres of impact on wetlands. Buyer acknowledges that it may be required to convey its share of wetlands to the CDD in accordance with the SJRWMD and ACOE Master Permits.

(g) Water Management/Drainage Matters.

(1) Water Conservation Strategies. Water conservation strategies, including xeriscape landscaping techniques and low-flow plumbing fixtures, shall be incorporated into the construction, operation, and maintenance phases of the development of the Buyer Land as provided for in the DO.

(2) Wells. Floridian Aquifer wells that do not fall within SJRWMD's specific consumptive use permitting requirements for non-potable water use throughout the Buyer Land and are prohibited. Any abandoned wells discovered prior to or during development in the Buyer Land shall be properly plugged and abandoned in accordance with SJRWMD regulations. Buyer shall be responsible for the abandoned wells on the Buyer Land.

(h) Recreation/Open Space. In accordance with the DO and the PUD, there shall be a total of 64.14 acres within the portion of the Buyer Land designated as First Phase and 66.50 acres within the portion of the Buyer Land designated as Second Phase reserved for open space and recreation. To the extent the CDD elects to improve any parks, open space or recreation centers within the Buyer Land, Buyer shall convey such lands to the CDD as and when requested by the CDD.

(i) Responsibility for Improvement and Compliance. Except as specifically set forth herein, Buyer shall be responsible for compliance with the DO and PUD and for the installation and construction of all improvements therein, within the time frames set forth in the DO and PUD, as applicable, subject to the terms and conditions as set forth herein.

5. Duration. Except as otherwise provided herein, each covenant, condition, and restriction contained in this Agreement shall exist for a period of fifty (50) years, which may be renewed for terms of ten (10) years, unless the Parties or their Assignees agree in writing, to the

contrary. In no event shall this Agreement be terminated in less than ten (10) years, without the consent of Seller, its successors or assigns.

6. Covenants Run With the Land. Each covenant, condition and restriction contained herein shall run with title to the Project, as applicable and shall be binding upon the Parties and each of their successors in interest as owners in the Project and only during their period of such ownership. Further, Seller expressly reserves the right to assign its rights and obligations under this Agreement to Developer. The provisions of this Agreement shall be enforceable only by the Parties and those successors in interest of the Parties to whom are assigned the right to enforce this Agreement by an assignment specifically referencing this Agreement and recorded in the public records of St. Johns County, Florida (an "Assignee").

7. Privity of Contract and/or Estate. This Agreement will create privity of contract and/or estate with and among the Parties and their Assignees. In the event of the breach of any of the terms, agreements, covenants, conditions, or restrictions contained herein, any Party or its Assignee will be entitled to full and adequate relief by all available legal and equitable remedies from any consequence of such breach, including but not limited to specific performance of any obligation to convey or improve certain properties for wetland enhancement, road or park/amenity uses as provided for herein, and all costs and expenses of any suit or proceeding for enforcement, including reasonable attorneys' fees, will be assessed against the defaulting owner.

8. Injunctive Relief. In the event of any violation or threatened violation by any property owner of any of the terms, agreements, covenants, conditions, and restrictions contained in addition to the other remedies herein provided or by law, any Party or its Assignee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction and shall be entitled to recover the costs and reasonable attorney's fees for bringing such action.

9. Amendment and Modification Provision. Except as provided elsewhere herein, this Agreement may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the consent of the owner of the land affected by the modification or rescission at the time of such modification or rescission and, then, only by a written instrument duly executed and acknowledged by the requisite parties, duly recorded in the public records of St. Johns County, Florida. In addition to any other rights reserved herein, each Party reserves to the other the right to amend this Agreement without the joinder and consent of any other Party, Assignee or owner for the purpose of correcting a scrivener's error or incorporating any restriction specifically required under the DO, as of the date hereof.

10. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

11. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle anyone to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies hereunder by reason of any breach of this Agreement.

12. Severability. If any clause, sentence, or other portion of this Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

13. Common Ownership of Project. The ownership of the entire Project by the same Party shall not cause the termination of this Agreement.

14. Consent In Writing. Whenever it is provided in this Agreement that written permission, consent, or approval is required, such permission, consent, or approval shall not be unreasonably withheld or delayed. Except as otherwise expressly provided herein, failure to respond in writing to a request within thirty (30) days from the date of the request shall constitute an unqualified and irrevocable permission for, consent to, or approval of the matter so requested.

15. Notices. Any notice required or permitted under this Agreement shall be deemed sufficiently given if given personally or by certified mail, postage prepaid, return receipt requested at the following address of the Party to be notified or at such other address as the Party to be notified shall designate by written notice given to the other Parties and recorded in the public records:

IF TO SELLER:

BRICKELL MANOR, LLC  
c/o Durbin Crossing Development Corp.  
4720 Salisbury Road, Suite 239  
Jacksonville, FL 32256  
Attn: Patrick Sessions, Pres.  
Tel: (904) 493-6441  
Fax: (904) 493-6192

with a copy to:

Jeri Poller, P.A.  
6013 NW 23<sup>rd</sup> Avenue  
Boca Raton, FL 33496  
Attn: Jeri Poller, Esquire  
Tel: (561) 998-3735  
Fax: (561) 998-3736  
Email: [jpoller@compuserve.com](mailto:jpoller@compuserve.com)

IF TO BUYER:

DURBIN CROSSING NORTH, LLC  
% THE WOOD DEVELOPMENT COMPANY OF JACKSONVILLE  
414 Old Hard Road, Suite 201  
Orange Park, FL 32003  
Attn: Rick Wood  
Tel: (904) 264-6553

Fax: (904) 269-2729  
rwood@wooddev.net

with a copy to

Pappas, Metcalf, Jenks, and Miller, PA  
245 Riverside Avenue, Suite 400  
Jacksonville, FL 32202-4327  
Attn: Frank E. Miller, Esquire  
Tel: (904) 353-1980  
Fax: (904) 353-5217  
fmiller@papmet.com

16. Estoppel Certificates. Recognizing that the Parties may find it necessary to establish to third parties the then-current status or performance hereunder, any Party on the written request of any other Party made from time to time, will promptly furnish a written statement on the status of any matter (including the performance of the conveyance or payment obligations contemplated hereunder) pertaining to this Agreement.

17. Acknowledgment and Release. As such time as any Party shall have performed an obligation set forth pursuant to the terms of this Agreement such that the obligations set forth herein are fully and completely performed upon reasonable evidence of the satisfaction of such performance obligation by a Party so obligated the other Party and their Assignees shall deliver an acknowledgment for recording in the public records of St. Johns County, Florida which shall acknowledge the performance of such obligations and the amendment of this Agreement which shall be effective to evidence full satisfaction of such obligations.

18. Third Party Beneficiary. This Agreement constitutes an agreement between the Parties and their Assignees as to the provisions contained herein. Notwithstanding anything contained herein to the contrary, this Agreement is not intended nor shall be construed to create any rights or remedies as to third parties including but not limited to successors of the Parties who do not constitute Assignees of the rights hereunder as defined in this Agreement. No party shall constitute a third party beneficiary to the terms of this Agreement.

19. CDD Improvements. Wherever in this Agreement a reference is made to an improvement to be constructed or not to be constructed by the CDD, nothing contained herein shall be deemed to require the CDD perform or not perform such improvement, it only being the intent of the parties to set forth what happens to the extent that the CDD, does, in fact, elect to perform such improvement, or does not elect to perform such improvement, through its own methods of adoption of projects.

20. Exemption from Application. The provisions of these Covenants and Restrictions shall not apply to any portion of the Property which may be owned by the Durbin Crossing Community Development District, St. Johns River Water Management District or St. Johns County, Florida. If requested, Developer may provide a Certificate of Exemption in recordable form as to such portion of the Property which may be owned in fee by such entity.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Frank E. Miller  
Print Name: Frank E. Miller

Susan Beaupre  
Print Name: Susan Beaupre

**BRICKELL MANOR, LLC**  
By: **Durbin Crossing Development Corp., a Florida corp., its Manager**

By: Patrick E. Sessions  
Patrick E. Sessions, Pres.

Signed, Sealed and Delivered in the Presence of:

Frank E. Miller  
Print Name: Frank E. Miller

Susan Beaupre  
Print Name: Susan Beaupre

**DURBIN CROSSING NORTH, LLC**  
By: **The Wood Development Company of Jacksonville, a Florida corp., its Managing Member**

By: James Ricky Wood  
James Ricky Wood, Pres.

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 24 day of March, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development Corp., a Florida corporation, Manager of Brickell Manor, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]

(Sign on this line)

(Print name legible on this line)

NOTARY PUBLIC, State of Florida



STATE OF FLORIDA

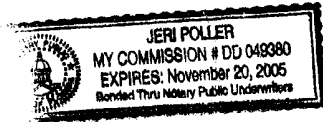
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of March, 2005, by James Ricky Wood, as President of The Wood Development Company of Jacksonville, a Florida corporation, Managing Member of Durbin Crossing North, LLC, a Florida limited liability company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]

[Signature]  
(Sign on this line)

\_\_\_\_\_  
(Print name legible on this line)  
NOTARY PUBLIC, State of Florida



**EXHIBIT "A"****BUYER LAND**

Revised February 16, 2005  
March 17, 2004

Work Order No. 04-049.01  
Durbin Crossing North

**Durbin Crossing North Phase 1**

A portion of Sections 1 and 2, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 1; thence North 89° 13' 16" East, along the Northerly line of said Section 1, a distance of 2656.10 feet; thence South 03° 00' 52" East, departing said Northerly line and along the Westerly line of those lands described and recorded in Official Records Book 1998, Page 1303 of the Public Records of said county, a distance of 1346.49 feet; thence North 89° 15' 00" East, departing said Westerly line and along the Southerly line of said lands, 2293.94 feet; thence South 20° 16' 08" East, departing said Southerly line, 653.14 feet; thence South 11° 52' 10" West, 129.92 feet; thence South 00° 26' 44" West, 112.40 feet; thence South 00° 02' 51" West, 107.41 feet; thence South 27° 02' 47" East, 67.06 feet; thence North 87° 59' 34" West, 607.33 feet; thence North 59° 22' 28" West, 297.79 feet; thence South 28° 02' 03" West, 359.05 feet; thence South 57° 22' 05" East, 250.03 feet; thence North 65° 54' 25" East, 78.61 feet; thence South 09° 08' 32" West, 1039.45 feet; thence South 10° 25' 13" East, 627.14 feet; thence South 79° 34' 47" West, 272.24 feet; thence North 80° 22' 28" West, 477.85 feet; thence North 65° 47' 48" West, 2020.87 feet; thence South 62° 57' 37" West, 1867.20 feet to a point lying on the Westerly line of said Section 1; thence North 02° 46' 32" West, along said Westerly line, 1493.59 feet; thence South 89° 00' 42" West, departing said Westerly line and along the Southerly line of the Northeast 1/4 of said Section 2, a distance of 2661.17 feet to a point lying on the Westerly line of said Northeast 1/4 of Section 2; thence North 02° 22' 37" West, departing said Southerly line and along said Westerly line, 1364.52 feet; thence North 89° 33' 04" East, departing said Westerly line and along the Southerly lines of those lands described and recorded in Official Records Book 813, Page 200 and Julington Creek Plantation, Parcel 57, described and recorded in Map Book 47, Pages 50 through 55 of said Public Records, a distance of 1318.87 feet; thence North 02° 15' 18" West, along the Easterly line of said Julington Creek Plantation, Parcel 57, a distance of 1340.34 feet to a point lying on the Northerly line of said Section 2; thence North 89° 12' 15" East, departing said Easterly line and along said Northerly line, 1320.81 feet to the Point of Beginning.

TOGETHER WITH:

Revised March 21, 2005  
March 2, 2005  
Page 1 of 3

Work Order No. 2005-031.00  
File No. 117F-33

## DURBIN CROSSING NORTH PHASE 2

A portion of those lands described and recorded in Official Records Book 2036, page 1077 of the Public Records of St. Johns County, Florida, all lying in a portion of Sections 1, 11, and 12, Township 5 South, Range 27 East, together with a portion of Sections 6 and 7, Township 5 South, Range 28 East, said St. Johns County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 12, thence South  $02^{\circ}41'50''$  East, along the Easterly line of said Section 12, a distance of 1775.16 feet to a point lying on the Southerly boundary line of those lands described and recorded in Official Records Book 2036, Page 1084 of said Public Records; thence North  $83^{\circ}57'21''$  West, departing said Easterly line, and along said Southerly boundary line, 653.81 feet to the point of curvature of a curve concave Southerly, having a radius of 1440.00 feet; thence Westerly, along said Southerly boundary line, and along the arc of said curve, through a central angle of  $39^{\circ}41'50''$ , an arc length of 997.70 feet to a point on said curve, and the Point of Beginning, said point also being the Southeast corner of those lands described and recorded in Official Records Book 2036, Page 1077 of said Public Records, said arc being subtended by a chord bearing and distance of South  $76^{\circ}11'44''$  West, 977.87 feet.

From said Point of Beginning, thence along the Southerly boundary line of said lands described and recorded in Official Records Book 2036, Page 1077, run the following eight courses: Course 1, thence Southwesterly, along the arc of a curve, concave Southeasterly, having a radius of 1440.00 feet, through a central angle of  $00^{\circ}01'19''$ , an arc length of 0.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $56^{\circ}20'09''$  West, 0.55 feet; Course 2, thence South  $56^{\circ}19'29''$  West, 609.93 feet to the point of curvature of a curve concave Northerly, having a radius of 935.00 feet; Course 3, thence Westerly, along the arc of said curve, through a central angle of  $29^{\circ}53'24''$ , an arc length of 487.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $71^{\circ}16'11''$  West, 482.26 feet; Course 4, thence South  $86^{\circ}12'54''$  West, 606.63 feet to the point of curvature of a curve concave Southerly, having a radius of 1015.00 feet; Course 5, thence Westerly, along the arc of said curve, through a central angle of  $27^{\circ}04'51''$ , an arc length of 479.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $72^{\circ}40'28''$  West, 475.29 feet; Course 6, thence South  $59^{\circ}08'03''$  West, 651.22 feet to the point of curvature of a curve concave

March 2, 2005  
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Work Order No. 2005-031.00  
File No. 117F-33

Northerly, having a radius of 950.00 feet; Course 7, thence Southwesterly, along the arc of South 83°50'21" West, 794.10 feet; Course 8, thence North 71°27'20" West, 51.85 feet; thence North 18°32'40" East, departing said Southerly boundary line, 525.64 feet to a point lying on the Southeasterly prolongation of the Southerly boundary line of those lands described and recorded in Official Records Book 2036, Page 1115 of said Public Records; thence Northerly, Westerly, and Southerly, along said boundary line and its Southeasterly prolongation, the following 15 courses: Course 1, thence North 58°10'58" West, 515.93 feet; Course 2, thence North 02°46'51" West, 15.24 feet; Course 3, thence North 24°18'41" East, 423.32 feet; Course 4, thence North 16°59'50" East, 272.26 feet; Course 5, thence North 54°07'43" East, 337.28 feet; Course 6, thence North 04°03'47" East, 814.17 feet; Course 7, thence North 38°04'14" West, 314.82 feet; Course 8, thence North 84°57'27" West, 649.08 feet; Course 9, thence South 05°28'55" West, 447.62 feet; Course 10, thence South 39°23'51" West, 146.61 feet; Course 11, thence South 43°22'30" East, 185.98 feet; Course 12, thence South 45°36'52" West, 67.14 feet; Course 13, thence North 42°37'41" West, 178.97 feet; Course 14, thence South 39°23'51" West, 1152.76 feet; Course 15, thence South 87°44'55" West, 461.32 feet to a point lying on the Westerly boundary line of said lands described and recorded in Official Records Book 2036, page 1077; thence North 02°47'04" West, departing said boundary line, and along said Westerly boundary line, 1734.45 feet to a point lying on the Northerly line of said Section 11; thence North 89°18'41" East, departing said Westerly boundary line, and along said Northerly line, 1602.17 feet to the Northeast corner of said Section 11; thence North 02°46'32" West, along the Westerly line of said Section 1, a distance of 1193.61 feet; thence North 62°57'37" East, departing said Westerly line, 1867.20 feet; thence South 65°47'48" East, 2020.87 feet; thence South 80°22'28" East, 477.85 feet; thence North 79°34'47" East, 359.49 feet to a point lying on the Easterly boundary line of those lands described and recorded in Official Records Book 2036, Page 1093 of said Public Records; thence along said Easterly boundary line, run the following thirty courses: Course 1, thence South 09°25'53" East, 52.77 feet; Course 2, thence South 11°54'37" East, 54.86 feet; Course 3, thence South 27°24'18" East, 60.09 feet; Course 4, thence South 46°43'08" East, 57.14 feet; Course 5, thence South 28°51'16" East, 62.14 feet; Course 6, thence South 24°05'46" East, 42.99 feet; Course 7, thence South 84°55'20" East, 26.18 feet; Course 8, thence South 41°43'12" East, 50.99 feet; Course 9, thence South 68°13'42" East, 60.01 feet; Course 10, thence South 61°29'17" East, 98.33 feet; Course 11, thence South 27°01'29" East, 37.40 feet; Course 12, thence South 65°17'48" East, 48.57 feet; Course 13, thence South 58°25'59" East, 75.18 feet; Course 14, thence South 54°46'40" East, 69.88 feet; Course 15, thence South 30°19'43" East, 36.29 feet; Course 16, thence South 62°55'44" East, 73.69 feet; Course 17, thence South 62°03'55" East, 57.98 feet; Course 18, thence North 83°23'12" East, 45.38 feet; Course 19, thence North 63°39'30" East, 72.82 feet; Course 20, thence South 77°59'29" East, 45.89 feet; Course 21, thence South 36°31'36" West, 81.19 feet; Course 22, thence North 57°56'42" East, 107.35 feet; Course 23, thence South 75°28'09" East, 65.06 feet; Course 24, thence South 10°13'37" East, 68.78 feet; Course 25, thence

March 2, 2005  
Page 3 of 3

Work Order No. 2005-031.00  
File No. 117F-33

South 47°40'29" East, 75.55 feet; Course 26, thence South 51°33'32" East, 101.19 feet; Course 27, thence South 56°06'54" East, 73.84 feet; Course 28, thence South 39°59'43" East, 45.67 feet; Course 29, thence South 48°09'40" East, 58.91 feet; Course 30, thence South 59°38'29" East, 48.21 feet; thence South 01°32'48" East, departing said Easterly boundary line, 598.85 feet to a point lying on the Northerly boundary line of said lands described and recorded in Official Records Book 2036, Page 1084; thence along said Northerly boundary line, run the following sixteen courses: Course 1, thence South 65°43'58" West, 148.14 feet; Course 2, thence North 88°06'03" West, 108.05 feet; Course 3, thence South 80°35'06" West, 166.92 feet; Course 4, thence South 70°46'28" West, 219.64 feet; Course 5, thence South 56°28'30" West, 116.97 feet; Course 6, thence South 72°25'05" West, 94.95 feet; Course 7, thence South 80°35'29" West, 163.11 feet; Course 8, thence South 74°56'48" West, 125.38 feet; Course 9, thence South 58°40'28" West, 352.37 feet; Course 10, thence South 67°22'38" West, 147.38 feet; Course 11, thence South 44°31'43" West, 381.88 feet; Course 12, thence South 19°59'39" West, 116.51 feet; Course 13, thence South 16°59'31" East, 193.09 feet; Course 14, thence South 10°41'39" East, 223.28 feet; Course 15, thence South 10°15'54" West, 127.96 feet; Course 16, thence South 15°16'59" East, 98.79 feet to the Point of Beginning.

17  
**THIS INSTRUMENT PREPARED  
BY and After Recording Return To:**  
Jeri Poller, Esquire  
Jeri Poller, PA  
6013 NW 23<sup>rd</sup> Avenue  
Boca Raton, FL 33496  
(561) 998-3735

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**re Declaration recorded at ORB P , Public Records of St. Johns County, FL**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**"), dated as of March 24, 2005 ("**Execution Date**"), is by and between (a) **Brickell Manor, LLC**, a Florida limited liability company ("**Assignor**"), and (b) **Durbin Crossing, LLC**, a Florida limited liability company ("**Assignee**").

WHEREAS, Assignor entered into that certain Declaration Of Covenants, Conditions And Restrictions with Durbin Crossing, North LLC a Florida limited liability company of even date herewith ("**Declaration**") as recorded in Official Records Book 2407, at Page 89 of the Public Records of St. Johns County, FL; and

4)  
3550  
WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Declaration; and

WHEREAS, Assignee desires to assume the right, title and interest of Assignor under the Declaration; and

NOW, THEREFORE, in accordance with this Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest, in and to the Declaration as recorded in Official Records Book \_\_\_, at Page \_\_\_ of the Public Records of St. Johns County, FL.
3. Assignee hereby accepts the foregoing assignment of the Declaration and hereby assumes all duties, obligations, liability and responsibility of Assignor under the foregoing Declaration. Assignor hereby holds harmless Assignee from and against and

any claim, right, cause of action, loss, damage or liability arising or accruing under the Declaration, including attorneys fees and costs and appellate fees and costs and costs and any costs associated with alternative dispute resolution, but only if such action, loss, damage or liability arises or accrues as a result of a material and intentional breach of the Declaration by Assignor occurring prior to the Execution Date. Assignee hereby holds harmless Assignor from and against any and all claim, right, cause of action, loss, damage or liability otherwise arising or accruing for any matter relating to or arising from the Declaration, including attorneys fees and costs and appellate fees and costs and any costs associated with alternative dispute resolution.

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles.

5. Arm's Length Transaction. This Agreement has been negotiated fully between the parties hereto as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

6. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by any party, each party agrees to perform, execute, and deliver, without any obligation to incur any addition liability or expense, any further deliveries and assurances as may be reasonably necessary to effectuate the terms of this Agreement.

7. Captions. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising hereunder, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.

5. Counterparts. This Agreement may be executed in several counterparts and by telecopy and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart.

6. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any



person or corporation, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective successors, and assigns.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed, sealed and delivered by the parties as of the date first above written.

Signed, Sealed and Delivered  
in the presence of:

*Frank E. Miller*  
Print Name: Frank E. Miller

Print Name: \_\_\_\_\_

Signed, Sealed and Delivered  
in the presence of:

*Frank E. Miller*  
Print Name: Frank E. Miller

Print Name: \_\_\_\_\_

**BRICKELL MANOR, LLC**, a Florida  
limited liability company

By: *Patrick E. Sessions*  
Durbin Crossing Development Corp.,  
A Florida corporation, its Manager

By: *Patrick E. Sessions*  
Patrick E. Sessions, President  
**Durbin Crossing, LLC**, a Florida limited  
liability company

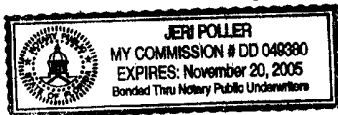
By: *Patrick E. Sessions*  
Durbin Crossing Development Corp.,  
A Florida corporation, its Manager

By: *Patrick E. Sessions*  
Patrick E. Sessions, President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 24 day of March, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development Corp., a Florida corporation, Manager of Brickell Manor, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]



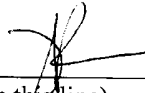
*[Signature]*  
(Sign on this line)

(Print name legible on this line)  
NOTARY PUBLIC, State of Florida

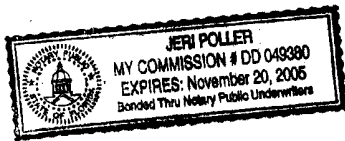
STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29 day of March, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development Corp., a Florida corporation, Manager of Durbin Crossing, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]

  
\_\_\_\_\_  
(Sign on this line)

\_\_\_\_\_  
(Print name legible on this line)  
NOTARY PUBLIC, State of Florida



2  
4

THIS INSTRUMENT PREPARED  
BY and After Recording Return To:  
Jeri Poller, Esquire  
Jeri Poller, PA  
6013 NW 23<sup>rd</sup> Avenue  
Boca Raton, FL 33496  
(561) 998-3735

Public Records of  
St. Johns County, FL  
Clerk # 2006024446,  
O.R. 2407 PG 721-724  
04/04/2005 at 12:03 PM,  
REC. \$17.00 SUR. \$18.50

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**re Declaration recorded at ORB P , Public Records of St. Johns County, FL**  
**2407 689 P.E.S**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of March 24, 2005 ("Execution Date"), is by and between (a) **Brickell Manor, LLC**, a Florida limited liability company ("Assignor"), and (b) **Durbin Crossing, LLC**, a Florida limited liability company ("Assignee").

WHEREAS, Assignor entered into that certain Declaration Of Covenants, Conditions And Restrictions with Durbin Crossing, North LLC a Florida limited liability company of even date herewith ("**Declaration**") as recorded in Official Records Book 2407, at Page 689 of the Public Records of St. Johns County, FL; and

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Declaration; and

WHEREAS, Assignee desires to assume the right, title and interest of Assignor under the Declaration; and

NOW, THEREFORE, in accordance with this Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest, in and to the Declaration as recorded in Official Records Book 2407, at Page 689 of the Public Records of St. Johns County, FL.
3. Assignee hereby accepts the foregoing assignment of the Declaration and hereby assumes all duties, obligations, liability and responsibility of Assignor under the foregoing Declaration. Assignor hereby holds harmless Assignee from and against and

Re-Recorded to fill in omitted recording references

1

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any claim, right, cause of action, loss, damage or liability arising or accruing under the Declaration, including attorneys fees and costs and appellate fees and costs and costs and any costs associated with alternative dispute resolution, but only if such action, loss, damage or liability arises or accrues as a result of a material and intentional breach of the Declaration by Assignor occurring prior to the Execution Date. Assignee hereby holds harmless Assignor from and against any and all claim, right, cause of action, loss, damage or liability otherwise arising or accruing for any matter relating to or arising from the Declaration, including attorneys fees and costs and appellate fees and costs and any costs associated with alternative dispute resolution.

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles.

5. Arm's Length Transaction. This Agreement has been negotiated fully between the parties hereto as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

6. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by any party, each party agrees to perform, execute, and deliver, without any obligation to incur any addition liability or expense, any further deliveries and assurances as may be reasonably necessary to effectuate the terms of this Agreement.

7. Captions. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising hereunder, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.

5. Counterparts. This Agreement may be executed in several counterparts and by telecopy and all so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatories to the original or same counterpart.

6. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any

person or corporation, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective successors, and assigns.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed, sealed and delivered by the parties as of the date first above written.

Signed, Sealed and Delivered  
in the presence of:

*Frank E. Miller*  
Print Name: Frank E. Miller

Print Name: \_\_\_\_\_

Signed, Sealed and Delivered  
in the presence of:

*Frank E. Miller*  
Print Name: Frank E. Miller

Print Name: \_\_\_\_\_

**BRICKELL MANOR, LLC**, a Florida  
limited liability company

By: *Patrick E. Sessions*  
Durbin Crossing Development Corp.,  
A Florida corporation, its Manager

By: *Patrick E. Sessions*  
Patrick E. Sessions, President  
**Durbin Crossing, LLC**, a Florida limited  
liability company

By: *Patrick E. Sessions*  
Durbin Crossing Development Corp.,  
A Florida corporation, its Manager

By: *Patrick E. Sessions*  
Patrick E. Sessions, President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 24 day of March, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development Corp., a Florida corporation, Manager of Brickell Manor, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]



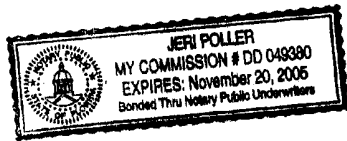
*[Signature]*  
(Sign on this line)

(Print name legible on this line)  
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29 day of March, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development Corp., a Florida corporation, Manager of Durbin Crossing, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]



[Signature]  
(Sign on this line)

\_\_\_\_\_  
(Print name legible on this line)  
NOTARY PUBLIC, State of Florida

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Print Name: JASON SASSA

[Signature]  
Print Name: Robert GARCIA

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Print Name: JASON SASSA

[Signature]  
Print Name: Robert GARCIA

**BRICKELL MANOR, LLC**, a Florida  
limited liability company

By: Durbin Crossing Development Corp.,  
A Florida corporation, its Manager

By: [Signature]  
Patrick E. Sessions, President

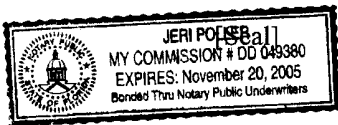
**Durbin Crossing, LLC**, a Florida limited  
liability company

By: Durbin Crossing Development Corp.,  
A Florida corporation, its Manager

By: [Signature]  
Patrick E. Sessions, President

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of  
April, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development  
Corp., a Florida corporation, Manager of Brickell Manor, LLC, a Florida limited liability  
company, on behalf of the company, who is personally known to me or has shown  
\_\_\_\_\_ as identification.



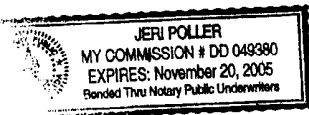
[Signature]  
(Sign on this line)

(Print name legible on this line)  
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of  
April, 2005, by Patrick E. Sessions, as President of Durbin Crossing Development  
Corp., a Florida corporation, Manager of Durbin Crossing, LLC, a Florida limited  
liability company, on behalf of the company, who is personally known to me or has  
shown \_\_\_\_\_ as identification.

[Seal]



[Signature]  
(Sign on this line)

(Print name legible on this line)  
NOTARY PUBLIC, State of Florida

Prepared by and return to:  
Jeri Poller, Esq.  
Jeri Poller PA  
6013 NW 23<sup>rd</sup> Avenue  
Boca Raton, FL 33496

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS  
FOR  
DURBIN CROSSING  
AND  
NOTICE OF ASSESSMENTS FOR DURBIN CROSSING  
MASTER ASSOCIATION, INC.**

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Master Covenants

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**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by DURBIN CROSSING, LLC, a Florida limited liability company, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

## **ARTICLE 1.**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions.**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration.

(b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Master Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Master Association is attached hereto as Exhibit "B".

(c) "Assessments" shall mean and refer to the various forms of payment to the Master Association which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.

(d) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.

(e) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Master Association, from time to time.

(f) "Bylaws" mean the Bylaws of the Master Association, as amended from time to time. A copy of the initial Bylaws of the Master Association is attached hereto as Exhibit "C".

(g) "Common Property" shall mean and refer to all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance; together with the landscaping and any improvements thereon, including, without limitation, all of the following if located thereon, any private roadways and pedestrian walkway areas, structures, recreational facilities, walkways, accessways, public plazas, green space, open space, conservation or preservation areas, entrance ways, signage, irrigation systems and street lights, if any, but excluding any public utility installations thereon. Without limiting the generality of Section 1.2, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 1.2) such determination shall be binding and conclusive. Provided however, the foregoing list shall not be deemed to be a representation that the Declarant will provide any specific form of Common

Property. In the event that the Master Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Property for the purposes of but only for the purposes of, the Master Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant. Common Property may include lands which are owned by the CDD, as defined hereafter, to the extent Declarant determines that such CDD owned lands should be subject to a higher maintenance standard, with the prior written consent of the CDD.

(h) "Community Development District" or "CDD" shall mean and refer to the Durbin Crossing Community Development District formed pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of providing certain funding of the construction, maintenance and repair of improvements serving the Durbin Crossing Community.

(i) "Community Systems" shall mean and refer to any and all cable television, telecommunication, community intranet, internet, optic cable systems, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures for receiving and transmitting electronic data, signals and audio or video communications, security monitoring systems, utilities (including those based on, containing or serving future technological advances not now known), together with all conduits, wires, amplifiers, towers, antennae and other apparatus and equipment for the provisions thereof, installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Parcel.

(j) "County" shall mean and refer to St. Johns County, Florida.

(k) "Declarant" shall mean and refer to Durbin Crossing, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Master Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Master Association upon the transfer of control of the Master Association.

(l) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(m) "District" means a group of Parcels or portion of the Property which have as an appurtenance thereto the right to receive additional services or are benefited by Improvements which do not benefit or service other Parcels or portions of the Property. The Parcels or Property shall be designated as a District in a Supplemental Declaration and shall be subject to District Assessments to pay for the maintenance, repair or restoration of such Improvements or Services. If the Declarant determines to construct condominium units, such units shall constitute a District but

any District Assessments may be collected and expended by the condominium association rather than the Association.

(n) "Durbin Crossing Community" shall mean any and all land which is from time to time subjected to this Declaration, including without limitation, the Property.

(o) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property including, without limitation, fountains, swimming pools, jacuzzis, private walls, fences, awnings, shutters, gates, flower boxes, landscaping, exterior lighting, outdoor ornamentation, solar panels, docks and any and all recreational structures and any ancillary structures, creation or alteration of any lake, lagoon, marsh or site grading.

(p) "Limited Common Property" shall mean and refer to such portions of the Common Property which are intended for the exclusive use (subject to the rights, if any, of the County, the Master Association and the public) of the Owners of specific Parcels, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Property shall include the Limited Common Property.

(q) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance.

(r) "Master Association" shall mean and refer to DURBIN CROSSING MASTER ASSOCIATION, INC., a Florida corporation not for profit.

(s) "Member" shall mean and refer to all those Owners who are Members of the Master Association as hereinafter provided, including, without limitation, the Declarant.

(t) "Member's Permittee" or "Member's Permittees" shall mean and refer to the following person(s) and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family) and such person's guests: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

(u) "Mortgage" means any bona fide first Mortgage encumbering a Parcel as security for the repayment of a debt obligation.

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(v) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Parcel, including Declarant, or its assignee.

(w) "Modifications" shall mean and refer to Improvements after a certificate of occupancy has been issued for the Improvements. With respect to Improvements which are not subject to a certificate of occupancy, including but not limited to, landscaping and painting, such Improvements, after initial installation or application thereof, shall be deemed to be Modifications.

(x) "New Construction" shall mean and refer to Improvements prior the time a certificate of occupancy has been issued for the Improvements. With respect to Improvements which are not subject to a certificate of occupancy, including but not limited to, landscaping and painting, such Improvements, prior to installation or application thereof, shall be deemed to be New Construction.

(y) "Parcel" means (a) any plot of land designated as a "lot" upon the recorded subdivision plat of the Property and/or all or any part of the Durbin Crossing Community, (b) any Parcels or parts of Parcels or land included in the Durbin Crossing Community which consists of recombined Parcels or a Parcel combined as hereinafter described, (c) any condominium or townhome unit, including the undivided share in the common elements or common property appurtenant thereto or (d) any legally described parcel of land which is owned by a single person or entity and developed for an apartment complex. References to a Parcel shall also include any Improvements constructed thereon, unless specifically noted to the contrary.

(z) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated upon or within the Property.

(aa) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Regulation, the Florida Department of Natural Resources, St. Johns River Water Management District, the Army Corps of Engineers, and the Florida Department of Transportation.

(bb) "Plat" shall mean and refer to the recorded survey of any portion of the Property which is made and recorded in accordance with Chapter 177, Florida Statutes.

(cc) "Property" shall mean and refer to all properties described in Exhibit "A" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(dd) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to

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prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(ee) "Sub-Association" shall mean any association created or to be created to administer specific portions of the Property and Common Property or common elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions.

(ff) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as a Common Property hereunder or for such other purposes as are provided in this Declaration.

(gg) "Turnover" shall mean and refer to the date upon which Declarant transfers control of the Master Association pursuant to the Articles.

(hh) "Unit" shall mean and refer to any dwelling unit constructed on a Lot or any condominium dwelling unit in any condominium building that may be erected on any parcel of land within the Property or any apartment unit (whether attached, detached, single family or multi-family), which land is designated by Declarant by recorded instrument to be subject to this Declaration (and to the extent Declarant is not the Owner thereof, then by Declarant joined by the Owner thereof).

## 1.2 Interpretation.

The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Master Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property, the preservation of the values of the Parcels and the protection of Declarant's rights, benefits and privileges herein contemplated.

## **ARTICLE 2.**

### **PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS**

#### 2.1 Legal Description.

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit "A"

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attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property" at the time of recording this Declaration. The initial real property is owned by Declarant, Silvertree Estates, LLC, a Florida limited liability company (an affiliate of Declarant), Brickell Manor, LLC, a Florida limited liability company (an affiliate of Declarant) and Durbin Crossing North, LLC, a Florida limited liability company, each of whom have joined and consented to this Declaration.

2.2    Withdrawal.

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Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units, Common Property and/or Limited Common Property) then owned by the Declarant or its affiliates or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Further, Declarant reserves the right to amend this Declaration unilaterally prior to Turnover, and after Turnover, by the Master Association, without the joinder and consent of any other Owner, to remove any portion of the Property intended to be conveyed to JEA, the County or the CDD, as may be requested by JEA, the County or the CDD. All Owners, by acceptance of a deed to or such other conveyance of their Parcels shall be deemed to have automatically consented to any such Supplemental Declaration.

### 2.3 Common Property.

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not a Common Property under this Declaration, the Declarant may, without the consent of the Master Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of the Property, the Master Association may, without the consent of then existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect. Notwithstanding the foregoing, no Supplemental Declaration may change the common elements of a condominium.

### 2.4 Lands Owned by Others.

From time to time the Declarant may permit lands to be annexed which are owned by other persons. Any declaration or Supplemental Declaration which subjects lands owned by other persons, may be annexed provided that the Owner of such land and the Declarant consent to such annexation. All Owners, by acceptance of a deed to or such other conveyance of their Parcels shall be deemed to have automatically consented to any such Supplemental Declaration.

## **ARTICLE 3.**

### **MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION**

#### 3.1 Membership.

Every person or entity who is a record Owner of a fee interest in any Parcel shall be a mandatory Member of the Master Association which membership shall be appurtenant to, and not be separated from title to a Parcel. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association.

#### 3.2 Voting Rights.

All Owners are members of the Master Association and have a vote in Master Association matters as are provided in the Articles of Incorporation of the Master Association. It is

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understood and acknowledged that in the event that pursuant to a Supplemental Declaration, the Declarant permits the development of multi family dwellings, including without limitation, townhouse or condominium communities or apartment complexes, such dwellings may be assessed at a different rate than single family detached dwelling parcels and may have a reduced voting percentage, all as more fully set forth in the Articles of Incorporation.

### 3.3 Powers of the Master Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Master Association shall be exercised by the Board of Directors, except that the Board of Directors may not act on behalf of the Master Association to:

1. Amend the Declaration;
2. Terminate the Association or this Declaration;
3. Elect Directors to the Board, except prior to Turnover;
4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.
5. Mortgage the Common Property.

The foregoing matters shall be subject to the approval of the Voting Members holding the requisite number of votes. Nothing contained in this section shall be deemed to require the approval of the Voting Members with respect to rights reserved to Declarant to amend the Declaration or elect the Directors to the Board prior to Turnover.

### 3.4 Amplification.

The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Declarant intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

### 3.5 General Matters.

When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Parcels.

## **ARTICLE 4.**

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**COMMON PROPERTY; CERTAIN EASEMENTS;  
COMMUNITY SYSTEMS**

**4.1 Members' Easements.**

Except for Limited Common Property as herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Master Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Master Association to levy assessments against each Parcel for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration and/or as set forth on the Plats of portions of the Property from time to time recorded.

(b) The right of the Master Association to suspend the Member's (and his Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any assessment against its Parcel remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Master Association's lawfully adopted rules and regulations.

(c) The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facilities, owned by the Association, situated on the Common Property.

(d) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Master Association as set forth in its lawfully adopted and published rules and regulations.

(f) The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon (if any).

(g) The right of Declarant and the Master Association to have, grant and use blanket and specific easements over, under and through the Common Property.

(h) The right of the Master Association to dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, the Community Development District or similar entity under such

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terms as the Master Association deems appropriate and to create or contract with the other association, community development and special taxing districts for lighting, roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Master Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Parcels, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

(i) The right of the Association to mortgage the Common Property with the consent of the Owners holding two thirds of the votes cast in person or by proxy at a meeting at which a quorum is present.

(j) The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.3 above.

(k) The easements set forth in any recorded instrument affecting the Property subject to this Declaration.

(l) The right of the Board of Directors of the Association to adopt rules and regulations in connection with the Property and Common Property. The initial rules are set forth in Exhibit E.

(m) The right of the Board of Directors of the Association to enter into agreements with the Community Development District to maintain certain facilities or improvements owned by the Community Development District within the Durbin Crossing Community on such terms and conditions as the parties may reasonably agree.

#### 4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Parcel, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

#### 4.3 Maintenance.

Subject to the right of the Declarant, the Master Association shall maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except facilities which are the maintenance responsibility of the CDD, except public utilities, except Community Systems to the extent same have not been made Common Property and except the Limited Common Property designated to be maintained by Owners) situated on the Common Property, if any, all such work to be done as ordered by the Board of Directors of the Master Association. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's and its affiliates' responsibilities to the County, the CDD, and any other developer who may have constructed facilities which are Common Property and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Property and shall indemnify and hold Declarant and its affiliates harmless, and such other developers within the Property, with respect thereto in the event of the Master Association's failure to fulfill those responsibilities. All work

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pursuant to this Section and all expenses incurred or allocated to the Master Association pursuant to this Declaration shall be paid for by the Master Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association or Districts, based on benefit and based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property. Without limiting the generality of the foregoing, the Master Association shall assume all of Declarant's and Declarant's affiliates' and any other developer within the Property who constructs and installs facilities which are deemed Common Property responsibility to the County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Property maintained by it and shall fully indemnify and hold Declarant (and its affiliates), and such other developers within the Property the CDD and the County (and their governmental and quasi-governmental subdivisions of any kind), and the parties joining herein harmless with respect thereto.

#### 4.4 Street Lights.

Except to the extent that street lights are maintained by CDD, or its successor or assign, the Master Association shall be responsible for the operation, maintenance, repair of all replacements of street lighting fixtures, installations and equipment serving the Common Property (solely or primarily) maintained by the Master Association, even if same are located within the Common Property within a District (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive.

#### 4.5 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Parcels within the Property, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over any private streets within the Common Property, subject to the parking restrictions set forth herein.

#### 4.6 Utility and Community Systems Easements.

Use of the Common Property for utilities and Community Systems, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration and said Plats. Declarant and its affiliates and its and their designees have reserved a perpetual easement over, upon and under the Common Property and the unimproved portions of the Parcels for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

#### 4.7 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

#### 4.8 Ownership.

The Common Property from time to time designated by Supplemental Declaration is hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, and the Owners of all Parcels that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Master Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, at Declarant's sole option, be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Declarant determines are necessary or convenient) to the Master Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Master Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Master Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Parcels have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Parcels within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Master Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Parcels) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and

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signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in the Durbin Crossing Community.

#### 4.9 Community Systems.

Declarant reserves for itself its officers, employees, agent, invites, contractors and subcontractors, successors and assigns, and grants to the Association, a perpetual non-exclusive easement for ingress and egress over, across and under the Common Property and the rights of way of all publicly dedicated streets for the installation, repair, operation and maintenance of all Community Systems. Declarant further reserves unto itself and any successors or assigns to which it assigns, in whole or in part, the rights as Declarant, to select, in its sole discretion, the service providers for any and all Community Systems to serve the Parcels as Developer may deem appropriate and further reserves the right to assign or grant to such exclusive service providers the exclusive, perpetual right to install, maintain, repair, replace and/or reconstruct all lines, equipment and facilities relating, directly, or indirectly, to such services and Community Systems, as is from time to time permitted by applicable law. The Master Association and each owner of a Parcel, by virtue of the Parcel being subjected to this Declaration, hereby consents to any such determination by Declarant, the results of which may include payment for such services pursuant to agreement through assessments levied against the Parcels. In addition, Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to a service provider, the Master Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Parcel) or to continue to own such portion of the Community Systems itself. Without limiting the generality of any other provision hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith. Provided, however, that if the Master Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section, (i) may be made with or without consideration, which consideration may be retained by the Declarant, (ii) shall not require the consent or approval of the Master Association or any Owner and (iii) if made to the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed, including without limitation the obligation to pay all applicable costs associated

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therewith). If the assignee is a service provider, the Declarant shall insure that service provider shall be required to provide competitive Community Services to the Property, at rates comparable or less than market rates and service charges in the aggregate for similar service providers in St. Johns County, Florida. Provided however, the Declarant shall be entitled to receive, and shall be entitled to retain, any rebate, credit, fee or incentive relation to the installation, operation or provision of any Community System. No Owner shall avoid liability for the charges associated with the Community systems and Services by electing not to utilize the Community Systems or Services.

#### 4.10 Re-Use Water.

At such times as re-use water is available to the Property, Declarant or Master Association will be required to use such re-use water for irrigation. All Owners hereby understand and agree that they will comply with all applicable governmental regulations and hereby indemnify and hold Declarant harmless therefrom and from any and all claims, loss, damage or liability arising from or in connection with installation, distribution and use of such re-use water.

#### 4.11 Assignment of Rights and Obligations of Association.

It is understood and acknowledged that Declarant has formed the CDD in accordance with Florida Statutes to perform and finance certain on site and off site development improvements and to maintain such improvements, all as set forth in the CDD documents. In such event, Declarant and Association may, but are not obligated to, assign certain rights and duties under this Declaration relating to the Common Property to the CDD. Upon such assignment the Declarant and Association shall record in the public records of the County a Supplemental Declaration specifying these rights, duties and obligations assigned to the CDD. Further, it is understood and agreed that the Association and the governing board of the CDD may enter into such agreements for maintenance and access as permitted by applicable law.

### **ARTICLE 5.**

#### **MAINTENANCE OF UNITS, LOTS AND PARCELS**

##### 5.1 Obligations.

Unless required to be maintained by a condominium association or other property owners association within the Property formed to maintain all or a portion of a Parcel, the Owner of a Parcel shall maintain all exterior surfaces and roofs, fascias and soffits of the structures (including the Unit) and other improvements located on the Parcel (including driveway and sidewalk surfaces and the portion of the right of way lying between the extensions of the side Lot lines and the paving of the road as well as any portion of land lying between the Owner's Lot line and the edge of water in any lake) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Improvements as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall

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clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), as often as is necessary to comply with the foregoing standards.

**5.2 Right of Entry.**

In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain its Parcel, the Master Association shall have the right to enter upon the Parcel in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Parcel for the purpose of entering onto the Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

**ARTICLE 6.**

**CERTAIN USE RESTRICTIONS**

**6.1 Applicability.**

The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Declarant or any of its designees or to Parcels, or other property owned by Declarant or its designees.

**6.2 Uses of Parcels.**

All Parcels (and appurtenant Common Property) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any deed or lease of the Parcel from the Declarant, as same may be amended from time to time) or Parcel owned by the Declarant may be converted for use as a road to provide access to lands within or without the Property.

**6.3 Lot Resubdivision.**

No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner without the prior written consent of Declarant prior to Turnover, which consent may be withheld for any reason whatsoever, and after Turnover, without the prior written consent of the Master Association, which consent may be withheld for any reason whatsoever. Provided this restriction shall not prohibit corrective deeds or similar corrective instruments. The Declarant has the right to reconfigure Lots or modify subdivision plats of the Property if Declarant owns all the land with in the legal description of the Property to be subjected to the replat or modification

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or if all Owners of land which is included within the portion of the Property so modified or subdivided, consent to such modification or subdivision.

#### 6.4 Easements

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded Plats covering the Property and/or as provided herein. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for, but no obligation for, the installation and maintenance of all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the Plats.

#### 6.5 Nuisances.

Nothing shall be done or maintained on any Parcel which may be or become an annoyance or nuisance to the occupants of other Parcels. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

#### 6.6 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

#### 6.7 Parking and Vehicular Restrictions.

Parking in or on the Common Property or on any Parcel shall be restricted to the parking areas therein designated for such purpose. No person shall park, store or keep on any portion of the Common Property, Lot or Parcel any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck, truck, van or other work vehicle which has commercial lettering on the exterior etc.), nor may any person keep any other vehicle on the Common Property, Lot or Parcel which is deemed to be a nuisance by the Board. The Committee shall promulgate rules for the parking and storage of boats, boat trailers or other water crafts, campers, trailers or other recreational vehicles. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Property, Lot or Parcel. No person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Common Property, Lot or Parcel. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. The decision of Declarant to assign specific parking spaces within the Common Property to designated companies or persons, or for specified uses, shall be final, binding and conclusive.

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#### 6.8 Exterior Antennas.

To the extent permitted by law, no exterior antennas, satellite dishes or similar equipment shall be permitted on any portion of the Property or Improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain Community Systems. In all events any antenna, satellite dish or similar equipment shall be subject to architectural control under Article 8, to the extent permitted by law.

#### 6.9 Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee and with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

#### 6.10 Signs.

No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of a Parcel or the Common Property without the prior written consent of the Architectural Control Committee, except signs, regardless of size, used by Declarant, its successors or assigns, including builders, for advertising during the construction, sale and leasing period.

#### 6.11 Animal Restriction.

No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Property or on or in any Parcel except four (4) dogs and (2) cats. No dog, cat or other pet may run loose (unleashed) on Common Property, and pets may be walked only in areas designated for such purpose by the Master Association, if any. Specific rules and regulations which are more restrictive regarding pets may be adopted pursuant to a Supplemental Declaration or by the Association in its rules and regulations.

Provided however, the Master Association is not required to take legal action in order to enforce this provision. The Master Association may, in its sole discretion, determine to permit certain matters to be determined by and among the Owners.

#### 6.12 Trash.

No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Committee.

#### 6.13 Temporary Structures.

Except as may be used or permitted by the Declarant during periods of construction, renovation, marketing and sales, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property.

#### 6.14 Mailbox.

No mail box or paper box or other receptacle of any kind for use in delivery of mail, newspapers or magazines may be erected or located on any Parcel without the approval of the Committee.

#### 6.15 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released or disposed of on or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturer's directions and applicable safety laws and codes.

#### 6.16 Mobile Homes, Trailers.

Except during the period of emergency, construction and sales and marketing of the New Construction, no mobile home or trailer shall be erected or placed upon any Parcel. During the period of emergency, construction and sales and marketing of the New Construction, the erection or placement of any mobile home or trailer shall be subject to the prior written approval of

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Declarant, its successors and assigns, which approval may be withheld for any reason whatsoever or approved subject to conditions and with respect to the erection or placement of any mobile home or trailer on lands within the Property that are owned by Durbin Crossing North, LLC on the date of recordation of this Declaration, the erection or placement shall also be subject to the approval of Durbin Crossing North, LLC.

6.17 Variances.

The Board of Directors of the Master Association shall have the right and power to grant variances from the provisions of this Article and from the Master Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

6.18 Access.

Owners shall allow the Board of Directors or the agents, contractors or employees of the Association to enter upon any Lot for the purpose of maintenance, inspection, repair or replacement of the improvements upon the Lot, or in the case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

6.19 Declarant Exemption.

In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Master Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and

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constructing improvements in the Property and of disposing of Lots, Units and/or Parcels therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Property; or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Parcels owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Lots, Units and/or Parcels, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

#### ARTICLE 7.

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### 7.1 Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Parcels now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Parcel by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Master Association, of and for the maintenance, management, operation and insurance of the Common Property (including, without limitation if delegated to the Association, the Stormwater Management System) and the Master Association and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Master Association may deem necessary, capital improvement assessments, as provided in Section 7.5 hereof, special assessments as provided in Section 7.4 hereof, as may be agreed to by and between the Master Association and the CDD for the maintenance and operation of certain improvements owned by the CDD and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Master Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular

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Owners and Parcels for fines, expenses incurred against particular Parcels and/or Owners to the exclusion of others and other charges against specific Parcels or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 7.10 below. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

#### 7.2 Rates of Assessments.

For the purposes hereof each Parcel which is intended to be developed with a single family detached dwelling shall constitute one (1) Assessment Unit. In the event that apartments are developed within the Property which are leased to residents and owned by a single person or entity, the apartments shall each constitute 1/2 Assessment Unit and the Owner of the Apartment Parcel shall pay an annual assessment based upon such pro ration. In the event that fee simple attached multifamily dwellings are developed within the Property which are to be sold on a fee simple basis, each multi-family dwelling and its Owner shall be obligated to pay an amount equal to 3/4 Assessment Unit. In the event of any dispute as to the allocation of assessments, the determination of the Board of the Master Association shall be binding and dispositive. Declarant may modify such formula with respect to future Parcels in the Supplemental Declaration bringing such Parcels under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. To the extent that Property to be developed for non residential uses may be subjected to this Declaration, the Supplemental Declaration shall set forth the equivalent Assessment Units for each such use.

The Board of Directors shall budget and adopt assessments for the Master Association's general expenses and for those expense items associated with any Limited Common Property (which may be declared hereby or in any Supplemental Declaration by the Declarant alone, and the expenses attributable to same shall be borne solely by those persons entitled to use of the Limited Common Property, as District Assessments unless otherwise provided herein or in such Supplemental Declaration).

#### 7.3 Purpose of Assessments.

The annual assessments levied by the Master Association shall be used for the purposes expressed in Section 7.1 above and for such other purposes as the Master Association shall have within its powers and from time to time elect to undertake.

#### 7.4 Special Assessments.

In addition to the annual and capital improvement assessments which are or may be levied hereunder, the Master Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation,

improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee ((b) for the costs of work performed by the Master Association in accordance with Article 5 of this Declaration (together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

#### 7.5 Capital Improvements.

Funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Master Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 10 hereof) relating to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Master Association (other than by borrowing) shall be levied by the Master Association as assessments only upon approval of a majority of the Board of Directors of the Master Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Master Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Master Association's Board of Directors.

#### 7.6 Parcel Assessments.

The Association may, by a majority vote of the Board of Directors, from time to time, levy a Parcel Assessment against a particular Parcel and its Owner for the purpose of defraying, in whole or in part, the cost of any repairs, maintenance or restoration, as provided herein, for the construction, reconstruction and repair of such Parcel, which is caused by the acts or omissions of the Owner, or such Owner's agent, family or invitee.

#### 7.7 District Assessments.

In the event the Declarant determines to provide Improvements or services which serve some Owners to the exclusion of others and therefore designate a District, these benefiting from such additional Improvements or services shall be assessed the cost thereof by the Association. The Board of Directors shall prepare a budget for such costs and shall designate the Parcels which shall be subject to payment of the District Assessments therefor.

#### 7.8 Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for in this Article shall commence on the first day of the month next following the later of the date of (i) recordation of this Declaration or (ii) the date of the first certificate of occupancy for a Unit within the Property, but in no event later than January 1, 2008, and shall be applicable through December 31 of such year. Each subsequent annual

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assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-or quarter-annual installments if so determined by the Board of Directors of the Master Association (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment. District Assessments shall commence as of the date set forth in the Supplemental Declaration creating the District.

#### 7.9 Duties of the Board of Directors.

The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against the Parcels subject to the Master Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Master Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

#### 7.10 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association.

If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Parcel which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided herein to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge not greater than the amount of such unpaid installment may be imposed; provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Provided

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further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum). The Master Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Parcel on which the assessments and late charges are unpaid, may foreclose the lien against the Parcel on which the assessments and late charges are unpaid, may, to the extent permitted by applicable law then in effect, suspend the voting rights of the Owner during the period of any and all delinquencies or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Parcel whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Parcel shall be levied by the Master Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Parcel as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Property until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 7.12 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Unless provided for in a Mortgage on a Parcel, failure to pay assessments does not constitute a default under a Mortgage.

#### 7.11 Subordination of the Lien.

The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first Mortgage; provided, however, that any such Mortgage when in

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possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Parcels subject to assessment by the Master Association, including the Parcels as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

#### 7.12 Collection of Assessments.

In the event that at any time the collection of assessments levied pursuant hereto is made by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

#### 7.13 Declarant's Assessments.

Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Parcels owned by it, (ii) pay assessments only on certain designated Parcels (e. g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Parcels and in lieu thereof fund any resulting deficit in the Master Association's operating expenses not produced by assessments receivable from Owners other than Declarant and any other income receivable by the Master Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Master Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Master Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option under which Declarant is making payments to the Master Association by written notice to such effect to the Master Association. If Declarant at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Parcels which are not designated under option (ii). When all Parcels within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

#### 7.14 Master Association Funds.

The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

#### 7.15 Working Capital Contribution.

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Each purchaser may be required to make a one time working capital contribution to the Master Association as established by the Declarant or the Master Association which may be used for additional capital improvements or services which were not included in the original budget categories and may be used by the Declarant to fund the operating deficit.

**7.16 Exemption from Assessment.**

Lands owned in fee by JEA, the CDD or the County are exempt from assessments as set forth in this Article 7.

**ARTICLE 8.**

**ARCHITECTURAL CONTROL; GENERAL POWERS**

**8.1 Members of Committee.**

The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of at least three (3) members and not more than seven (7) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of the initial members shall hold office until all Parcels and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner, at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the Committee appointed or designated by the Declarant may only be removed by the Declarant. The Architectural Control Committee may be divided into two (2) committees for the purpose of approving New Construction and Modifications, at the discretion of Declarant prior to Turnover, and at the discretion of the Board of the Directors of the Master Association, subsequent to Turnover. Any rights to approve New Construction and Modifications held by Declarant, more particularly described in Section 8.3 hereafter, shall not be subject to review by the Committee.

**8.2 Review of Proposed Construction.**

Subject to Sections 8.3 and 8.10 below, no building, fence, wall, shed or temporary structure or other structure or improvement (including, but not limited to, landscaping, [including hedges], swimming pools, screen enclosures, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind, collectively, "Improvements") shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall

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approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable and is in accordance with the Architectural Guidelines adopted by the Committee from time to time. Each Owner, by acceptance of a deed for any Parcel, acknowledges that Architectural Guidelines may vary among the Parcels within the Durbin Crossing Community. If the proposed construction, alterations or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may charge an approval fee for such services, which may be modified from time to time. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of all necessary and required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30 day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

#### 8.3 Declarant's Right to Approve Improvements.

Declarant currently holds the right to approve and may reserve the right to approve in the future, as to certain Parcels within the Property, the Improvements with respect to New Construction and Modifications. During the period that Declarant holds such rights to approve the Improvements, the provisions of Section 8.2 shall not apply to such Parcels. Declarant may, from time to time, assign to the Master Association its right(s) to approve the Improvements as to New Constructions, Modifications, or both, without the joinder or consent of the Master Association or any other party.

#### 8.4 Meetings of the Committee.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

#### 8.5 No Waiver of Future Approvals.

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The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

#### 8.6 Compensation of Members.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Master Association in a professional capacity.

#### 8.7 Committee Rules.

The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) consistent with the covenants and restrictions set forth in this Declaration; (ii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees; and (iii) after the Declarant no longer has the right to appoint the members of the Committee, be subject to the prior approval of the Board. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

#### 8.8 Non-Liability.

Neither the Master Association, the Board of Directors, the Committee, the Declarant nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Architectural Control Committee shall not constitute a warranty or approval as to, and neither the Master Association nor any member or representative of the Architectural Control Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives,

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Declarant and the Master Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

8.9 Variance.

The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the Committee from denying a variance in other circumstances.

8.10 Exemptions.

Declarant and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time. Declarant, may in its sole discretion, elect to assign its exemption hereunder to builders designated by Declarant. Lands owned in fee by JEA, the CDD or the County are exempt from the requirements of review and approval of Improvements as set forth in this Article 8.

8.11 Remedy for Violations.

In the event that any Improvement is constructed without first obtaining the approval of the Committee, or is not constructed in strict compliance with any approval given or deemed given by the Committee, or the provisions of this Article are otherwise violated, the Committee, as the authorized representatives of the Association, shall have the specific right to injunctive relief to require the Owner to stop, remove and alter any Improvements in order to comply with the requirements hereof or the Committee may pursue any other remedy available to it. In connection with this enforcement Section, the Committee shall have the right to enter into any Parcel and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the Committee to object to any Improvement prior to its completion shall not constitute a waiver of the Committee's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

**ARTICLE 9.**

**RULES; ENFORCEMENT**

9.1 Compliance by Owners.

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Master Association.

9.2 Enforcement.

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Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right, to the extent permitted by applicable law then in effect as to each of (i) – (iii), (i) to suspend the rights of use of Common Property (except for legal access) of defaulting Owners, (ii) to suspend the voting rights of the defaulting Owner and (iii) impose a lien against the Lot or Parcel owned by the offending Owner for the amount of fees, costs and/or fines which may be imposed against the offending Owner. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

### 9.3 Fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose fines against the Parcel owned by the Owner as follows:

(i) Non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00) per violation:

Second non-compliance and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Hundred Dollars (\$100.00) per violation not to exceed a fine in excess of One Thousand Dollars (\$1,000.00) in the aggregate.

(ii) Provided however, to the extent that state law permits fines or aggregates to exceed those set forth herein, this Declaration shall be automatically amended to include such increase (without incorporating the statute).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

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#### 9.4 Initial Rules and Regulations.

Attached to this Declaration as Exhibit "D" are the initial rules and regulations of the Master Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records.

### **ARTICLE 10.**

#### **DAMAGE OR DESTRUCTION TO COMMON PROPERTY**

##### 10.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Master Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in pro rata shares in accordance with the provisions of Article 7 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of a majority of the votes of the Members voting at a duly noticed meeting at which a quorum is present, they shall determine, subject to Article 12 hereof, whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Master Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Master Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint

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ownership of a Parcel, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

#### 10.2 Condemnation.

In the event all or part of the Common Property 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 shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property.

### **ARTICLE 11.**

#### **INSURANCE**

##### 11.1 Common Property.

The Master Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Master Association may deem desirable. The Master Association may also insure any other property, whether real or personal, owned by the Master Association, against loss or damage by fire and such other hazards as the Master Association may deem desirable, with the Master Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association. Insurance proceeds shall be used by the Master Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Master Association are common expenses included in the Annual Assessments made by the Master Association.

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

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Master Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

##### 11.2 Replacement or Repair of Common Property.

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In the event of damage to or destruction of any portion of the Common Property, the Master Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

#### 11.3 Waiver of Subrogation.

As to each policy of insurance maintained by the Master Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

#### 11.4 Liability and Other Insurance.

The Master Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Master Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Master Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Master Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Master Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Master Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Master Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Master Association, with the Master Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Master Association or management company during the time the bond is in force.

#### 11.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Master Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Master Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

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**ARTICLE 12.****MORTGAGEE PROTECTION****12.1 Mortgagee Protection.**

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Master Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Master Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Master Association meetings, (iii) receive notice from the Master Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Master Association, which default is not cured within thirty (30) days after the Master Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Parcel, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Master Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Parcel shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Master Association.

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**ARTICLE 13.****ENCROACHMENTS; EASEMENTS****13.1 Encroachment.**

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Parcel; (b) any portion of a Parcel (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alternation or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

**13.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc.**

Each portion of the Parcels and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Parcels and Common Property and serving such portion thereof. Each portion of the Parcels and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Parcels and Common Property and serving other portions thereof.

**13.3 Easements of Support.**

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

**13.4 Construction and Sales.**

The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots, Units and/or Parcels.

**13.5 Easements.**

All easements show on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns. In addition, Declarant reserves an easement 10 foot (10') in width along the front and back of each Parcel, and five foot (5') in width along the side of each Parcel for drainage and utilities and for access.

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The Declarant has the unrestricted right and power of alienating and releasing such easements. The Owners of the Parcels subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Parcel subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Parcel subject to said easement shall remove said improvements or structures upon written request of Declarant, its successors, trustees, or assigns.

#### **ARTICLE 14.**

#### **SPECIAL COVENANTS**

##### **14.1 Preamble.**

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Parcels, the following provisions of this Article 14 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to Section 2.2 of this Declaration. However, nothing herein shall necessarily suggest that Declarant will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

##### **14.2 Condominiums and Cooperatives.**

In the event that any portion of the Property is submitted to the condominium or cooperative form of ownership, then the following special provisions shall apply:

(a) The board of directors of the condominium or cooperative association shall constitute the sub-association for such condominium or cooperative and shall have the powers set forth in the respective Declaration creating the condominiums or cooperative.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium/cooperative building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium/cooperative shall be treated as an unimproved portion of the Lot, with the condominium/cooperative association to have the maintenance duties of an Owner as set forth herein. The condominium/cooperative association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Master Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium or cooperative unit and shall be the direct obligation of the Owner thereof.

With respect to the Architectural Control Committee: (i) no condominium or cooperative association shall make any improvements or alterations on or to the Property under its

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jurisdiction without first having secured the approval of the Architectural Control Committee as provided herein and (ii) in the event that an individual Owner of a condominium or cooperative Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall be submitted to the Architectural Control Committee as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Control Committee shall not consider the submission and same shall be considered timely disapproved.

## **ARTICLE 15.**

### **GENERAL PROVISIONS**

#### **15.1 Duration.**

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Master Association, the Architectural Control Committee, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the votes in the Association subject hereto and of 75% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained. Unless this Declaration is terminated as provided herein, the Board may re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

#### **15.2 Notice.**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

#### **15.3 Enforcement.**

Without limiting the generality of Article 9, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity brought by the Master Association, Declarant or any Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Parcels to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### **15.4 Interpretation.**

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The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof.

15.5 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.6 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County.

15.7 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Parcel affected by this Declaration; or after Turnover by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by at least two-thirds (2/3) of the votes of the Members represented at a duly called meeting thereof or the written approval of Members holding at least two-thirds (2/3) of the votes. Provided that so long as Declarant or its affiliates is the Owner of any Parcel affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interests.

15.8 Conflict.

This Declaration shall take precedence over conflicting provisions in Exhibit "E" hereto and in the Articles of Incorporation and Bylaws of the Master Association and said Articles shall take precedence over the Bylaws and the provisions set forth on Exhibit "E" and the Bylaws shall take precedence over the provisions set forth on Exhibit "E".

15.9 Limitation on Master Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located within the Property which would cause the Master Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall

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be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

15.10 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Master Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Master Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Master Association, as appropriate.

15.11 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Master Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

15.12 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

15.13 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Parcel or other property.

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15.14 Notices and Disclaimers as to Community Systems.

Declarant, the Master Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems.

DECLARANT, THE MASTER ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE MASTER ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Declarant, the Master Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Master Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Master Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Master Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community

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System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

15.15 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS, UNITS AND/OR PARCELS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

15.16 Assurance of Development.

The Property is subject to a planned unit development ordinance, a development order and certain other governmental or quasi-governmental regulations. Declarant makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property is subject to change in the Declarant's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plans which may be made by Declarant pursuant to this Section.

15.17 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 15.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality this Article, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void

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in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

#### 15.18 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

#### 15.19 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

#### 15.20 Law to Govern.

This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

### **ARTICLE 16.**

#### **DISCLAIMER OF LIABILITY OF MASTER ASSOCIATION**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION SHALL NOT BE

LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

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(b) THE MASTER ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE MASTER ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MASTER ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS PARCEL) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MASTER ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "MASTER ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE MASTER ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

## ARTICLE 17.

### STORMWATER MANAGEMENT SYSTEM

#### 17.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Parcels and access easements to the Stormwater Management System as shown on the Plat. Declarant hereby reserves for itself, its successors and assigns, and grants to the Master Association and its designees and the CDD a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. The obligations set forth herein as to the Stormwater Management Systems shall be vested in the CDD. Portions of the Stormwater

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Management System are located entirely within Parcels. The Master Association and CDD are hereby granted an easement over any Parcels which is necessary or convenient for the Master Association and/or the CDD to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

#### 17.2 Maintenance Easement.

The Declarant, Master Association and the CDD is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the St. Johns River Water Management District ("SJRWMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Parcels as part of the Stormwater Management System, or take any other action reasonably necessary, following which Declarant, CDD or the Master Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant, CDD or the Master Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant, CDD or the Master Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant, CDD or the Master Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant, CDD or the Master Association and shall not be construed to obligate Declarant, CDD or the Master Association to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

#### 17.3 Maintenance.

Except as specifically set forth herein to the contrary, the CDD shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The CDD shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The CDD shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on

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any portion of the retention lakes or drainage easements. The Owners of Parcels adjacent to or containing any portion of the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permits as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- (a). The CDD shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- (b). The CDD shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- (c). The CDD shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.
- (d). The CDD shall maintain any and all water pumps which are installed in compliance with the Permits and which assure that waters from the Stormwater Management System are properly pumped to permitted wetlands.

#### 17.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the CDD and the Master Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the CDD and the Master Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

#### 17.5 Use and Access.

Declarant, the CDD and the Master 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 portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant, CDD or the Master Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of

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Declarant, CDD and the Master Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant, CDD and the Master Association. Only Declarant, CDD and the Master Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

17.6 Liability.

NEITHER DECLARANT, CDD NOR THE MASTER ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT, CDD AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, CDD, THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

17.7 Conservation Areas.

"Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such on any Plat.

The Conservation Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Declarant, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the SJRWMD, to-wit:

- (a). The construction, installation or placement of signs, buildings, fences, walls, road or any other structures and improvements on or above the ground of the Conservation Areas; and

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- (b). The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c). The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and
- (d). The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas; and
- (e). Any use which would be detrimental to the retention of the Conservation Areas in their natural condition; and
- (f). Acts or uses detrimental to such retention of land or water areas.

The Conservation Areas hereby created and declared shall be perpetual.

The Declarant, its successors and assigns, CDD and the SJRWMD shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Declarant, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

#### 17.8 Upland Buffers and Vegetative Natural Buffers.

There may be areas designated on Plats as "Upland Bufers" or "Vegetative Natural Buffers". All such areas must be maintained in a natural state. No trees or other vegetation can be removed unless approved by the Committee, and if necessary, the SJRWMD.

#### 17.9 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this Section. The SJRWMD 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 Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Master Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

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#### 17.10 Indemnity.

Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The CDD or the Master Association further agree that subsequent to the recording of this Declaration, the applicable party shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Master Association, CDD or their agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Declarant shall assign all its rights, obligations and duties thereunder to the Master Association or the CDD. The Master Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

#### 17.11 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBERS SAJ-200308979 (IP-MRE [Durbin Crossing North] and SAJ-220308973 (IP-MRE) (Durbin Crossing South and Durbin Crossing CDD Roadways], ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND PERMIT NUMBERS 4-109-90834-1 [Durbin Crossing], 4-109-90834-2 [Durbin Crossing South] and 4-109-90834-3 [Durbin Crossing CDD Roadways] ISSUED BY THE SJRWMD. ANY OWNER OWNING A PARCEL WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE PARCEL BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS PARCEL AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DECLARANT, CDD OR THE MASTER ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT, CDD AND THE MASTER ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

#### 17.12 Declarant's Rights.

Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the Plat of the Property or described herein, (ii) to Plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on any Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owners of Parcels subject to easements shown on any Plat of

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the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Parcels subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Master Association, or the grantee of the easement.

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EXECUTED as of the date first above written.

Witnessed by:

**Durbin Crossing, LLC, a Florida limited liability company**

BY: Durbin Crossing Development Corp., a Florida corporation, Manager

*[Signature]*  
Name: Lincaid

By: *[Signature]*  
Name: Jason R. Sessions  
Title: Vice President

*[Signature]*  
Name: R. Qualls

( Corporate Seal )

STATE OF FLORIDA )

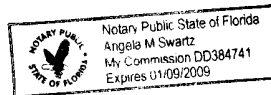
) ss:

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November 2005, by Jason R. Sessions, Vice President of Durbin Crossing Development Corp., a Florida corporation, , as Manager of Durbin Crossing, LLC, a Florida limited liability company, on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.

5 pp  
Missing Consent  
of Mittee

*[Signature]*  
Name: Angela M. Swartz  
Notary Public, State of Florida  
Commission No. DD384741  
My commission expires: 1-9-09



CONSENT OF OWNER

The undersigned, being the owner of a portion of the property more particularly described on Exhibit A attached hereto ("Owner") hereby consents to the recording of this Declaration and agrees to be bound by all terms and conditions set forth in this Declaration of Covenants, Conditions, Restrictions and Easements for Durbin Crossing and Notice of Assessments for Durbin Crossing Master Association, Inc.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this 4 day of November, 2005.

Witnessed by:

**Brickell Manor, LLC, a Florida limited liability company**

BY: Durbin Crossing Development Corp., a Florida corporation, Manager

C Kincaid  
Name: Catherine Kincaid

By: JS  
Name: Jason R. Sessions  
Title: Vice President

( Corporate Seal )

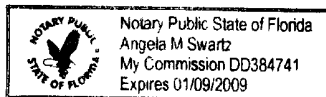
K Qualls  
Name: Kimberly Qualls

STATE OF FLORIDA )

) ss:

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November 2005, by Jason R. Sessions, Vice President of Durbin Crossing Development Corp., a Florida corporation, as Manager of Brickell Manor, LLC, a Florida limited liability company, on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.



Angela M. Swartz  
Name: Angela M. Swartz  
Notary Public, State of Florida  
Commission No. DD384741  
My commission expires: 1-9-09

Master Covenants

- 2 -



CONSENT OF OWNER

The undersigned, being the owner of a portion of the property more particularly described on Exhibit A attached hereto ("Owner") hereby consents to the recording of this Declaration and agrees to be bound by all terms and conditions set forth in this Declaration of Covenants, Conditions, Restrictions and Easements for Durbin Crossing and Notice of Assessments for Durbin Crossing Master Association, Inc.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this 4 day of November, 2005.

Witnessed by:

**Silvertree Estates, LLC, a Florida limited liability company**

BY: Durbin Crossing Development Corp., a Florida corporation, Manager

C. Kincaid  
Name: C. Kincaid

By: [Signature]  
Name: Jason R. Sessions  
Title: Vice President

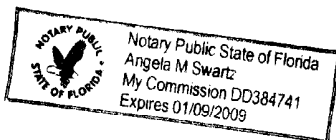
( Corporate Seal )

[Signature]  
Name: Kimberly Qualls

STATE OF FLORIDA ) ) ss:

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2005, by Jason R. Sessions, Vice President of Durbin Crossing Development Corp., a Florida corporation, , as Manager of Silvertree Estates, LLC, a Florida limited liability company, on behalf of said company. He/she is personally known to me or produced \_\_\_\_\_ as identification.



[Signature]  
Name: Angela M. Swartz  
Notary Public, State of Florida  
Commission No. DD384741  
My commission expires: 1-9-09

Master Covenants

- 3 -

# CONSENT OF ASSOCIATION

The undersigned, President of Durbin Crossing Owners Association, Inc. ("Association") hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Durbin Crossing and Notice of Assessments for Durbin Crossing Master Association, Inc.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this 4 day of November, 2005.

DURBIN CROSSING MASTER  
ASSOCIATION, INC.

C. Kincaid  
C. Kincaid

By: [Signature]

K. Qualls  
K. Qualls

Name: Jason Sessions

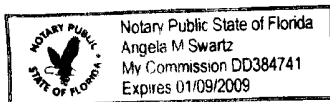
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2005, by Jason Sessions, who is personally known to the undersigned or who produced \_\_\_\_\_ as identification, and he acknowledged to and before me that he executed the same as the President of Durbin Crossing Master Association, Inc., a Florida not for profit corporation, for and on behalf of said corporation.

Angela M. Swartz  
(Signature of Notary Public)

Angela M. Swartz  
(Print Name of Notary Public)  
NOTARY PUBLIC, STATE OF FLORIDA



My commission expires: 1-9-09  
Commission number: DD384741

[ Seal ]

Master Covenants

- 4 -

MAY-10-2004 03:01 From: JERI POLLER PA

5619983736

To: 904 269 2729

P.2/2

## JOINDER AND CONSENT OF OWNER

The undersigned, being an owner of a portion of the lands encumbered by the attached **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DURBIN CROSSING AND NOTICE OF ASSESSMENTS FOR DURBIN CROSSING MASTER ASSOCIATION, INC. ("Declaration")**, do hereby join and consent to such Declaration and submit all lands owned by the undersigned to the Declaration.

*Ann Tabor*  
Print Name: Ann Tabor

**DURBIN CROSSING NORTH, LLC**  
By : The Wood Development Company of  
Jacksonville, a Florida corporation, its  
managing member

*Sandra Spencer*  
Print Name: Sandra Spencer

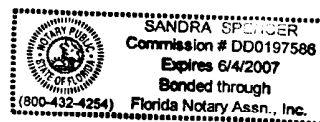
By: *James Ricky Wood*  
James Ricky Wood, Pres.

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 3 day of November, 2005, by James Ricky Wood, as President of The Wood Development Company of Jacksonville, a Florida corporation, Managing Member of Durbin Crossing North, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has shown \_\_\_\_\_ as identification.

[Seal]

*Sandra Spencer*  
(Sign on this line)  
Sandra Spencer  
(Print name legible on this line)  
NOTARY PUBLIC, State of Florida



### CONSENT OF MORTGAGEE

The undersigned is the holder of that certain Mortgage, Assignment of Rents and Leases and Security Agreement recorded in Official Records Book 2036, Page 1162, re-recorded at Official Records Book 2134, page 1887, as modified by Mortgage Modification as recorded in Official Records Book 2292, Page 662, all of the current public records of St. Johns County, Florida ("Mortgage") and hereby consents to the recording of the Declaration of Covenants, Conditions, Restrictions and Easements for Durbin Crossing and subordinates the lien of its Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 7<sup>th</sup> day of November, 2005.

Witnesses:

Wachovia Bank, N.A.

Print Name: Ronald K. Cali

By: Susan S. Beaugrand  
 Print Name: Susan S. Beaugrand  
 Title: Vice President

Christa B. Wood  
 Print Name: CHRISTA B. WOOD

(CORPORATE SEAL)

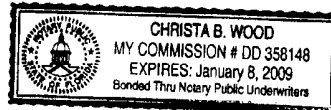
STATE OF FLORIDA  
 COUNTY OF ~~ST. JOHNS~~ Duval

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2005, by Susan S. Beaugrand, who is personally known to the undersigned or who produced \_\_\_\_\_ as identification, and he acknowledged to and before me that he executed the same as the Vice President of Wachovia Bank, N.A., for and on behalf of said \_\_\_\_\_.

Christa B. Wood  
 (Signature of Notary Public)  
CHRISTA B. WOOD  
 (Print Name of Notary Public)

NOTARY PUBLIC, STATE OF FLORIDA  
 My commission expires: 1/8/09  
 Commission number: DD358148

[ Seal ]



Master Rules

**EXHIBIT "A"**

**PROPERTY**

~~Master Rules~~

~~2-3~~

## EXHIBIT A

### LEGAL DESCRIPTION FOR LANDS OWNED BY DURBIN CROSSING, LLC

A PART OF SECTIONS 11 AND 14, 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 11; THENCE SOUTH 02°46'51" EAST, A DISTANCE OF 247.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°46'51" EAST, A DISTANCE OF 2,205.18 FEET; THENCE SOUTH 71°30'24" WEST, A DISTANCE OF 61.61 FEET; THENCE NORTH 46°43'22" WEST, A DISTANCE OF 32.77 FEET; THENCE SOUTH 65°04'30" WEST, A DISTANCE OF 117.53 FEET; THENCE SOUTH 40°44'49" WEST, A DISTANCE OF 53.71 FEET; THENCE SOUTH 10°18'54" EAST, A DISTANCE OF 74.43 FEET; THENCE SOUTH 39°42'35" WEST, A DISTANCE OF 50.14 FEET; THENCE SOUTH 28°05'50" WEST, A DISTANCE OF 38.59 FEET; THENCE SOUTH 41°48'02" WEST, A DISTANCE OF 71.89 FEET; THENCE NORTH 52°43'32" WEST, A DISTANCE OF 40.01 FEET; THENCE NORTH 41°24'39" WEST, A DISTANCE OF 131.89 FEET; THENCE SOUTH 01°17'41" EAST, A DISTANCE OF 136.21 FEET; THENCE SOUTH 71°27'20" EAST, A DISTANCE OF 471.02 FEET; THENCE SOUTH 02°46'51" EAST, A DISTANCE OF 3,727.22 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 326 OF SAID PUBLIC RECORDS; THENCE WESTERLY AND SOUTHERLY ALONG SAID LINE SOUTH 34°07'31" WEST, A DISTANCE OF 905.88 FEET; THENCE DEPARTING SAID LINE NORTH 30°30'06" WEST, A DISTANCE OF 2,272.31 FEET; THENCE NORTH 02°46'51" WEST, A DISTANCE OF 3,667.24 FEET NORTH 87°44'55" EAST, A DISTANCE OF 460.99 FEET; THENCE NORTH 39°23'51" EAST, A DISTANCE OF 1,152.76 FEET; THENCE SOUTH 42°37'41" EAST, A DISTANCE OF 178.97 FEET; THENCE NORTH 45°36'52" EAST, A DISTANCE OF 67.14 FEET; THENCE NORTH 43°22'30" WEST, A DISTANCE OF 185.99 FEET; THENCE NORTH 39°23'51" EAST, A DISTANCE OF 146.61 FEET; THENCE NORTH 05°28'55" EAST, A DISTANCE OF 447.62 FEET; THENCE SOUTH 84°57'27" EAST, A DISTANCE OF 160.89 FEET TO THE POINT OF BEGINNING. CONTAINING 194.59 ACRES, MORE OR LESS.

## EXHIBIT A

A PART OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 02°46'51" EAST, A DISTANCE OF 247.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°57'27" EAST, A DISTANCE OF 488.19 FEET; THENCE SOUTH 38°04'14" EAST, A DISTANCE OF 314.82 FEET; THENCE SOUTH 04°03'47" WEST, A DISTANCE OF 814.17 FEET; THENCE SOUTH 54°07'43" WEST, A DISTANCE OF 337.28 FEET; THENCE SOUTH 16°59'50" WEST, A DISTANCE OF 272.26 FEET; THENCE SOUTH 24°18'42" WEST, A DISTANCE OF 423.32 FEET; THENCE SOUTH 02°46'51" EAST, A DISTANCE OF 15.24 FEET; THENCE SOUTH 58°10'58" EAST, A DISTANCE OF 237.01 FEET; THENCE SOUTH 31°49'02" WEST, A DISTANCE OF 79.49 FEET; THENCE SOUTH 83°00'02" WEST, A DISTANCE OF 41.51 FEET; THENCE SOUTH 66°21'14" WEST, A DISTANCE OF 75.67 FEET; THENCE SOUTH 71°30'24" WEST, A DISTANCE OF 40.36 FEET; THENCE NORTH 02°46'51" WEST, A DISTANCE OF 2,205.18 FEET TO THE POINT OF BEGINNING. CONTAINING 19.89 ACRES, MORE OR LESS.

**TOGETHER WITH:**

A PART OF SECTIONS 12 AND 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST, TOGETHER WITH A PART OF SECTIONS 7 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 02°46'51" EAST, A DISTANCE OF 2902.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71°27'20" EAST, A DISTANCE OF 303.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 819.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°30'22" EAST AND A CHORD DISTANCE OF 794.10 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE NORTH 59°08'03" EAST, A DISTANCE OF 651.22 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,015.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 479.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°40'28" EAST AND A CHORD DISTANCE OF 475.29 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE NORTH 86°12'54" EAST, A DISTANCE OF 606.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 935.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 487.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 71°16'11" EAST AND A CHORD DISTANCE OF 482.26 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE NORTH 56°19'29" EAST, A DISTANCE OF 609.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,440.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 998.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°11'04" EAST AND A CHORD DISTANCE OF 978.39 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE

## EXHIBIT A

SOUTH 83°57'21" EAST, A DISTANCE OF 783.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 885.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 339.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°02'25" EAST AND A CHORD DISTANCE OF 337.86 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE NORTH 74°02'10" EAST, A DISTANCE OF 67.50 FEET; THENCE SOUTH 15°57'50" EAST, A DISTANCE OF 130.00 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°02'10" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE SOUTH 15°57'50" EAST, A DISTANCE OF 458.37 FEET; THENCE SOUTH 73°00'31" EAST, A DISTANCE OF 26.47 FEET; THENCE NORTH 24°45'14" EAST, A DISTANCE OF 29.16 FEET; THENCE NORTH 18°01'33" WEST, A DISTANCE OF 49.78 FEET; THENCE NORTH 02°46'25" EAST, A DISTANCE OF 53.17 FEET; THENCE NORTH 63°48'59" EAST, A DISTANCE OF 46.07 FEET; THENCE NORTH 07°55'25" EAST, A DISTANCE OF 26.14 FEET; THENCE SOUTH 73°51'42" EAST, A DISTANCE OF 40.82 FEET; THENCE NORTH 58°32'53" WEST, A DISTANCE OF 27.79 FEET; THENCE NORTH 69°17'57" EAST, A DISTANCE OF 60.63 FEET; THENCE NORTH 12°21'54" WEST, A DISTANCE OF 42.48 FEET; THENCE NORTH 83°56'45" EAST, A DISTANCE OF 34.63 FEET; THENCE SOUTH 77°31'17" EAST, A DISTANCE OF 45.15 FEET; THENCE NORTH 30°31'13" EAST, A DISTANCE OF 36.57 FEET; THENCE NORTH 20°02'19" EAST, A DISTANCE OF 134.02 FEET; THENCE NORTH 73°53'44" EAST, A DISTANCE OF 55.51 FEET; THENCE NORTH 15°48'18" EAST, A DISTANCE OF 79.67 FEET; THENCE NORTH 62°39'20" EAST, A DISTANCE OF 92.24 FEET; THENCE NORTH 34°31'21" EAST, A DISTANCE OF 47.86 FEET; THENCE NORTH 34°19'07" EAST, A DISTANCE OF 54.13 FEET; THENCE NORTH 15°57'50" WEST, A DISTANCE OF 40.06 FEET; THENCE SOUTH 74°02'10" WEST, A DISTANCE OF 611.86 FEET; THENCE NORTH 15°57'50" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 74°02'10" EAST, A DISTANCE OF 712.07 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,015.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 241.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°51'24" EAST AND A CHORD DISTANCE OF 241.09 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE NORTH 87°40'39" EAST, A DISTANCE OF 205.30 FEET; THENCE NORTH 02°19'22" WEST, A DISTANCE OF 17.08 FEET TO A POINT ON A CURVE AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 578.44 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 45.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°14'35" EAST AND A CHORD DISTANCE OF 45.02 FEET TO THE POINT OF TANGENCY OF A CURVE; THENCE SOUTH 49°28'24" EAST, A DISTANCE OF 90.24 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4,773.62 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 282.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°46'37" EAST AND A CHORD DISTANCE OF 282.64 FEET TO A POINT ON A CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 60°37'33" WEST, A DISTANCE OF 45.35 FEET; THENCE SOUTH 37°41'34" WEST, A DISTANCE OF 91.59 FEET; THENCE SOUTH 51°31'47" WEST, A DISTANCE OF 81.34 FEET; THENCE NORTH 77°54'54" WEST, A DISTANCE OF 96.05 FEET; THENCE SOUTH 33°57'29" WEST, A DISTANCE OF 53.59 FEET; THENCE NORTH 53°15'05" WEST, A DISTANCE OF 50.79 FEET; THENCE NORTH 58°03'33" WEST, A DISTANCE OF 65.82 FEET; THENCE SOUTH



## EXHIBIT A

87°58'17" WEST, A DISTANCE OF 34.15 FEET; THENCE SOUTH 48°27'14" WEST, A DISTANCE OF 121.43 FEET; THENCE SOUTH 02°21'31" EAST, A DISTANCE OF 76.11 FEET; THENCE SOUTH 14°26'29" EAST, A DISTANCE OF 72.21 FEET; THENCE SOUTH 32°00'46" WEST, A DISTANCE OF 67.88 FEET; THENCE SOUTH 01°50'19" EAST, A DISTANCE OF 73.21 FEET; THENCE SOUTH 12°41'12" WEST, A DISTANCE OF 69.03 FEET; THENCE SOUTH 24°45'03" WEST, A DISTANCE OF 55.20 FEET; THENCE SOUTH 42°47'06" WEST, A DISTANCE OF 59.33 FEET; THENCE SOUTH 42°11'06" WEST, A DISTANCE OF 60.69 FEET; THENCE SOUTH 26°24'30" WEST, A DISTANCE OF 64.89 FEET; THENCE SOUTH 27°16'39" EAST, A DISTANCE OF 55.11 FEET; THENCE SOUTH 83°23'54" EAST, A DISTANCE OF 66.51 FEET; THENCE SOUTH 51°21'27" EAST, A DISTANCE OF 95.83 FEET; THENCE SOUTH 68°26'16" EAST, A DISTANCE OF 80.62 FEET; THENCE SOUTH 73°25'30" EAST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 51°39'03" EAST, A DISTANCE OF 95.49 FEET; THENCE NORTH 87°40'29" EAST, A DISTANCE OF 89.01 FEET; THENCE SOUTH 02°19'31" EAST, A DISTANCE OF 2611.72 FEET; THENCE NORTH 45°51'09" WEST, A DISTANCE OF 104.03 FEET; THENCE SOUTH 60°15'41" WEST, A DISTANCE OF 122.39 FEET; THENCE NORTH 29°38'51" WEST, A DISTANCE OF 59.67 FEET; THENCE NORTH 65°33'13" WEST, A DISTANCE OF 38.35 FEET; THENCE SOUTH 55°17'51" WEST, A DISTANCE OF 102.17 FEET; THENCE SOUTH 63°21'08" WEST, A DISTANCE OF 120.75 FEET; THENCE NORTH 76°15'09" WEST, A DISTANCE OF 35.90 FEET; THENCE SOUTH 63°20'34" WEST, A DISTANCE OF 166.08 FEET; THENCE NORTH 35°31'34" WEST, A DISTANCE OF 9.12 FEET; THENCE SOUTH 65°11'17" WEST, A DISTANCE OF 95.11 FEET; THENCE SOUTH 52°56'30" WEST, A DISTANCE OF 41.03 FEET; THENCE SOUTH 32°58'15" WEST, A DISTANCE OF 62.20 FEET; THENCE SOUTH 62°35'55" WEST, A DISTANCE OF 78.66 FEET; THENCE SOUTH 41°35'40" WEST, A DISTANCE OF 87.04 FEET; THENCE NORTH 87°01'57" WEST, A DISTANCE OF 58.32 FEET; THENCE NORTH 77°57'29" WEST, A DISTANCE OF 101.58 FEET; THENCE SOUTH 53°53'33" WEST, A DISTANCE OF 96.19 FEET; THENCE SOUTH 38°00'13" WEST, A DISTANCE OF 109.81 FEET; THENCE NORTH 72°58'48" WEST, A DISTANCE OF 90.72 FEET; THENCE SOUTH 57°02'02" WEST, A DISTANCE OF 67.93 FEET; THENCE SOUTH 14°09'20" WEST, A DISTANCE OF 100.24 FEET; THENCE SOUTH 22°14'46" EAST, A DISTANCE OF 95.89 FEET; THENCE SOUTH 33°42'33" EAST, A DISTANCE OF 67.19 FEET; THENCE SOUTH 43°44'24" EAST, A DISTANCE OF 110.96 FEET; THENCE SOUTH 22°43'18" EAST, A DISTANCE OF 119.57 FEET; THENCE SOUTH 26°26'10" EAST, A DISTANCE OF 140.99 FEET; THENCE SOUTH 48°59'43" EAST, A DISTANCE OF 111.15 FEET; THENCE SOUTH 28°15'04" EAST, A DISTANCE OF 129.37 FEET; THENCE SOUTH 27°32'00" EAST, A DISTANCE OF 189.87 FEET; THENCE SOUTH 35°28'19" EAST, A DISTANCE OF 120.46 FEET; THENCE SOUTH 22°29'23" EAST, A DISTANCE OF 131.19 FEET; THENCE SOUTH 51°37'08" EAST, A DISTANCE OF 79.17 FEET; THENCE SOUTH 22°45'58" EAST, A DISTANCE OF 64.88 FEET; THENCE SOUTH 56°30'06" EAST, A DISTANCE OF 118.98 FEET; THENCE SOUTH 24°18'10" EAST, A DISTANCE OF 86.05 FEET; THENCE SOUTH 59°53'41" EAST, A DISTANCE OF 99.48 FEET; THENCE SOUTH 34°40'48" EAST, A DISTANCE OF 73.67 FEET; THENCE SOUTH 39°34'38" EAST, A DISTANCE OF 121.78 FEET; THENCE SOUTH 64°26'53" EAST, A DISTANCE OF 59.49 FEET; THENCE SOUTH 75°57'19" EAST, A DISTANCE OF 58.46 FEET; THENCE SOUTH 82°53'41" EAST, A DISTANCE OF 55.53 FEET; THENCE SOUTH 66°43'07" EAST, A DISTANCE OF 242.53 FEET; THENCE SOUTH 09°21'50" EAST, A DISTANCE OF 67.78 FEET; THENCE SOUTH 01°37'38" WEST, A DISTANCE OF 786.76 FEET; THENCE SOUTH 80°36'52" WEST, A DISTANCE OF 1,139.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1031, PAGE 326 OF SAID PUBLIC RECORDS; THENCE WESTERLY AND NORTHERLY ALONG SAID BOUNDARY NORTH 09°55'59" WEST, A DISTANCE OF 618.40 FEET; THENCE NORTH

## EXHIBIT A

17°20'53" WEST, A DISTANCE OF 213.11 FEET; THENCE NORTH 73°12'02" WEST, A DISTANCE OF 538.09 FEET; THENCE NORTH 15°46'44" WEST, A DISTANCE OF 311.55 FEET; THENCE NORTH 31°38'15" WEST, A DISTANCE OF 675.98 FEET; THENCE NORTH 53°33'49" WEST, A DISTANCE OF 236.22 FEET; THENCE NORTH 86°59'29" WEST, A DISTANCE OF 675.63 FEET; THENCE NORTH 46°30'55" WEST, A DISTANCE OF 640.21 FEET; THENCE SOUTH 57°52'19" WEST, A DISTANCE OF 413.48 FEET; THENCE SOUTH 17°16'40" WEST, A DISTANCE OF 339.73 FEET; THENCE SOUTH 82°27'31" WEST, A DISTANCE OF 180.62 FEET; THENCE NORTH 55°54'28" WEST, A DISTANCE OF 265.00 FEET; THENCE NORTH 85°31'26" WEST, A DISTANCE OF 480.00 FEET; THENCE NORTH 50°40'57" WEST, A DISTANCE OF 451.81 FEET; THENCE NORTH 20°36'22" WEST, A DISTANCE OF 105.00 FEET; THENCE NORTH 06°03'15" EAST, A DISTANCE OF 401.86 FEET; THENCE NORTH 67°59'52" WEST, A DISTANCE OF 245.00 FEET; THENCE NORTH 88°08'30" WEST, A DISTANCE OF 294.91 FEET; THENCE SOUTH 60°04'20" WEST, A DISTANCE OF 411.95 FEET; THENCE SOUTH 42°57'55" WEST, A DISTANCE OF 250.05 FEET; THENCE SOUTH 52°34'50" WEST, A DISTANCE OF 603.91 FEET; THENCE SOUTH 34°07'31" WEST, A DISTANCE OF 405.31 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 02°46'51" WEST, A DISTANCE OF 3,727.22 FEET TO THE POINT OF BEGINNING, CONTAINING 691.08 ACRES, MORE OR LESS.

### LESS AND EXCEPT

A PART OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°44'53" EAST ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 1341.66 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2176, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 09°21'51" WEST ALONG SAID CENTERLINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, A DISTANCE OF 904.57 FEET; THENCE SOUTH 61°56'23" WEST ALONG THE CENTERLINE OF A 150.00 FOOT WIDE JACKSONVILLE ELECTRIC AUTHORITY EASEMENT, A DISTANCE OF 866.83 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 28°03'37" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°03'37" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 61°56'23" WEST, A DISTANCE OF 217.33 FEET; THENCE SOUTH 81°19'30" WEST, A DISTANCE OF 122.50 FEET; THENCE NORTH 11°19'01" EAST, A DISTANCE OF 55.55 FEET; THENCE NORTH 36°44'51" WEST, A DISTANCE OF 82.50 FEET; THENCE NORTH 08°40'30" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81°19'30" EAST, A DISTANCE OF 114.99 FEET; THENCE NORTH 61°56'23" EAST, A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.15 ACRES MORE OR LESS.

THE ABOVE DESCRIBED EXCEPTION PARCEL BEING THE SAME LANDS AS THOSE INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 919, PAGE 1114, PARCEL 2 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

## EXHIBIT A

### LESS AND EXCEPT THE FOLLOWING DURBIN CROSSING, LLC, OVERLAP PARCEL

A portion of Section 7, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1820, Page 1342 of the Public Records of said St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwestern corner of said Section 7; thence North  $87^{\circ} 19' 26''$  East, along the Northerly line of said Section 7, a distance of 985.35 feet to its intersection with the Southwesterly right of way line of Russell Sampson Road, a 60 foot right of way as presently established; thence along said Southwesterly right of way line the following six courses: Course 1, thence South  $41^{\circ} 04' 11''$  East, departing said Northerly line, 622.16 feet to the point of curvature of a curve concave Southwesterly, having a radius of 518.12 feet; Course 2, thence Southeasterly, along the arc of said curve, through a central angle of  $33^{\circ} 30' 14''$ , an arc length of 302.97 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $24^{\circ} 19' 04''$  East, 298.67 feet; Course 3, thence South  $07^{\circ} 33' 57''$  East, 455.56 feet to the point of curvature of a curve concave Northeasterly, having a radius of 578.44 feet; Course 4, thence Southeasterly, along the arc of said curve, through a central angle of  $41^{\circ} 56' 10''$ , an arc length of 423.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $28^{\circ} 32' 02''$  East, 413.99 feet; Course 5, thence South  $49^{\circ} 30' 06''$  East, 89.98 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 4773.62 feet; Course 6, thence Southeasterly, along the arc of said curve, through a central angle of  $04^{\circ} 27' 00''$ , an arc length of 370.75 feet to a point on said curve, said point being the Northerly most corner of said Official Records Book 1820, Page 1342, said arc being subtended by a chord bearing and distance of South  $47^{\circ} 14' 17''$  East, 370.66 feet; thence South  $53^{\circ} 39' 18''$  West, departing said Southwesterly right of way line and along the Westerly line of said lands, 55.80 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 2036, Page 1084 of said Public Records; thence along said Easterly line the following four courses: Course 1, thence South  $25^{\circ} 21' 32''$  West, departing said Westerly line, 63.80 feet; Course 2, thence South  $18^{\circ} 03' 43''$  West, 480.00 feet to the point of curvature of a curve concave Easterly, having a radius of 650.00 feet; Course 3, thence Southerly, along the arc of said curve, through a central angle of  $20^{\circ} 24' 56''$ , an arc length of 231.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $07^{\circ} 51' 15''$  West, 230.38 feet; Course 4, thence South  $02^{\circ} 19' 39''$  East, 113.87 feet to the Southeasterly corner of said lands, said point also being the Point of Beginning.

## EXHIBIT A

From said Point of Beginning, thence South 02° 19' 39" East, along the Easterly line of those lands described and recorded in Official Records Book 2036, Page 1100 of said Public Records, 2611.65 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 2036, Page 1093 of said Public Records; thence North 45° 51' 09" West, departing said Easterly line and along the Northerly line of said Official Records Book 2036, Page 1093, a distance of 42.66 feet to a point lying on said Westerly line of Official Records Book 1820, Page 1342; thence North 02° 33' 50" West, departing said Northerly line and along said Westerly line, 2580.74 feet to its intersection with the Southerly line of said Official Records Book 2036, Page 1084; thence North 87° 40' 29" East, departing said Westerly line and along said Southerly line, 40.03 feet to the Point of Beginning.

*Less And Except  
[Durbin Crossing, LLC]*

#### SURVEYORS DESCRIPTION

A portion of Section 18, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those land described and recorded in Official Records Book 2036, page 1100 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwestern corner of Section 19, said Township and Range; thence South 02°42'51" East, along the Westerly line of said Section 19, a distance of 491.10 feet to a point lying on the Northerly right of way line of County Road No. 210, a variable width right of way as now established; thence Northerly and Easterly, along said Northerly right of way line, the following four courses: Course 1, thence North 73°31'35" East, departing said Westerly line, a distance of 676.93 feet; Course 2, thence North 09°57'08" West, 50.33 feet; Course 3, thence North 73°31'35" East, 778.24 feet to a point of curvature of a curve concave Southeasterly, having a radius of 1245.92 feet; Course 4, thence Northeasterly, along the arc of said curve, through a central angle of 15°51'03", an arc length of 344.68 feet to a point on said curve, said point also lying on the Westerly line of those lands described and recorded in Official Records Book 2176, page 27 of said Public Records, said arc being subtended by a chord bearing and distance of North 81°27'06" East, 343.59 feet; thence North 09°21'56" West, departing said Northerly right of way line and along said Westerly line, 2247.09 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 1700, page 112 of said Public Records; thence South 80°37'39" West, departing said Westerly line and along the Northerly line of said Official Records Book 1700, page 112, a distance of 200.00 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 80°37'39" West, along said Northerly line of said Official Records Book 1700, page 112, a distance of 200.00 feet; thence North 09°21'56" West, departing said Northerly line, 254.62 feet; thence North 80°37'39" East, 200.00 feet; thence South 09°21'56" East, 254.62 feet to a point lying on the Northerly line of said Official Records Book 1700, page 112, and the Point of Beginning.

Containing 1.17 acres, more or less.

**LESS and EXCEPT:**

[Durbin Crossing, LLC]

Revised February 16, 2004  
October 7, 2004

Work Order No. 03-092.04  
Durbin Crossing

A portion of Section 7, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 7; thence North  $88^{\circ} 45' 17''$  East, along the Southerly line of said Section 7, a distance of 1691.14 feet to its intersection with the Westerly line of those lands described and recorded in Official Records Book 1820, Page 1342 of the Public Records of said county; thence North  $02^{\circ} 33' 50''$  West, departing said Southerly line and along said Westerly line, 63.28 feet to the Point of Beginning.

From said Point of Beginning, thence North  $45^{\circ} 51' 17''$  West, departing said Westerly line of Official Records Book 1820, Page 1342, a distance of 20.90 feet to a point on a curve concave Southeasterly, having a radius of 1450.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of  $00^{\circ} 26' 46''$ , an arc length of 11.29 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $08^{\circ} 13' 13''$  East, 11.29 feet; thence North  $08^{\circ} 26' 36''$  East, 64.00 feet to a point lying on said Westerly line of Official Records Book 1820, Page 1342; thence South  $02^{\circ} 33' 50''$  East, along said Westerly line, 89.12 feet to the Point of Beginning.

Containing 640 square feet, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION FOR LANDS OWNED BY SILVERTREE ESTATES, LLC

A PART OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST, TOGETHER WITH A PART OF SECTIONS 6 AND 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°10'39" EAST ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2656.01 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 03°00'20" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1346.55 FEET; THENCE NORTH 89°14'51" EAST, A DISTANCE OF 2446.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 12°50'25" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.50 FEET; THENCE SOUTH 13°08'19" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 474.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 13°08'19" EAST, A DISTANCE OF 2,745.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 633.18 FEET; THENCE SOUTHEAST ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 308.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°06'27" EAST AND A CHORD DISTANCE OF 305.69 FEET; THENCE SOUTH 41°04'35" EAST, A DISTANCE OF 116.66 FEET TO A POINT ON THE WEST LINE OF A 150.00 FOOT JEA EASEMENT; THENCE SOUTH 09°21'50" EAST ALONG SAID JEA EASEMENT, A DISTANCE OF 716.03 FEET; THENCE DEPARTING SAID EASEMENT NORTH 49°18'04" WEST, A DISTANCE OF 89.16 FEET; THENCE NORTH 66°39'20" WEST, A DISTANCE OF 131.34 FEET; THENCE NORTH 50°21'25" WEST, A DISTANCE OF 73.22 FEET; THENCE NORTH 64°09'47" WEST, A DISTANCE OF 80.73 FEET; THENCE NORTH 46°48'39" WEST, A DISTANCE OF 89.10 FEET; THENCE NORTH 26°53'07" WEST, A DISTANCE OF 60.42 FEET; THENCE NORTH 40°08'26" WEST, A DISTANCE OF 85.70 FEET; THENCE NORTH 59°38'29" WEST, A DISTANCE OF 48.21 FEET; THENCE NORTH 48°09'40" WEST, A DISTANCE OF 58.91 FEET; THENCE NORTH 39°59'43" WEST, A DISTANCE OF 45.67 FEET; THENCE NORTH 56°06'54" WEST, A DISTANCE OF 73.84 FEET; THENCE NORTH 51°33'32" WEST, A DISTANCE OF 101.19 FEET; THENCE NORTH 47°40'29" WEST, A DISTANCE OF 75.55 FEET; THENCE NORTH 10°13'37" WEST, A DISTANCE OF 68.78 FEET; THENCE NORTH 75°28'09" WEST, A DISTANCE OF 65.06 FEET; THENCE SOUTH 57°56'42" WEST, A DISTANCE OF 107.35 FEET; THENCE NORTH 36°31'36" EAST, A DISTANCE OF 81.19 FEET; THENCE NORTH 77°59'29" WEST, A DISTANCE OF 45.89 FEET; THENCE SOUTH 63°39'30" WEST, A DISTANCE OF 72.82 FEET; THENCE SOUTH 83°23'12" WEST, A DISTANCE OF 45.38 FEET; THENCE NORTH 62°03'55" WEST, A DISTANCE OF 57.98 FEET; THENCE NORTH 62°55'44" WEST, A DISTANCE OF 73.69 FEET; THENCE NORTH 30°19'43" WEST, A DISTANCE OF 36.29 FEET; THENCE NORTH 54°46'40" WEST, A DISTANCE OF 69.88 FEET; THENCE NORTH 58°25'59" WEST, A DISTANCE OF 75.18 FEET; THENCE NORTH 65°17'48" WEST, A DISTANCE OF 48.57 FEET; THENCE NORTH 27°01'29" WEST, A DISTANCE OF 37.40 FEET; THENCE NORTH 61°29'17" WEST, A DISTANCE OF 98.33 FEET; THENCE NORTH 68°13'42" WEST, A DISTANCE OF 60.01 FEET; THENCE NORTH 41°43'12" WEST, A DISTANCE OF 50.99 FEET; THENCE NORTH 84°55'20" WEST, A DISTANCE OF 26.18 FEET; THENCE NORTH 24°05'46" WEST, A DISTANCE OF 42.99 FEET; THENCE NORTH 28°51'16" WEST, A

## EXHIBIT A

DISTANCE OF 62.14 FEET; THENCE NORTH 46°43'08" WEST, A DISTANCE OF 57.14 FEET; THENCE NORTH 27°24'18" WEST, A DISTANCE OF 60.09 FEET; THENCE NORTH 11°54'37" WEST, A DISTANCE OF 54.86 FEET; THENCE NORTH 09°25'33" WEST, A DISTANCE OF 52.77 FEET; THENCE NORTH 25°40'39" WEST, A DISTANCE OF 110.09 FEET; THENCE NORTH 05°04'06" WEST, A DISTANCE OF 68.73 FEET; THENCE NORTH 17°30'31" EAST, A DISTANCE OF 58.79 FEET; THENCE NORTH 13°45'35" WEST, A DISTANCE OF 63.20 FEET; THENCE NORTH 06°05'22" WEST, A DISTANCE OF 75.03 FEET; THENCE NORTH 07°58'00" WEST, A DISTANCE OF 81.54 FEET; THENCE NORTH 23°32'21" WEST, A DISTANCE OF 67.66 FEET; THENCE NORTH 28°12'31" EAST, A DISTANCE OF 31.73 FEET; THENCE NORTH 29°12'54" EAST, A DISTANCE OF 44.23 FEET; THENCE NORTH 10°57'32" EAST, A DISTANCE OF 75.41 FEET; THENCE NORTH 37°19'19" WEST, A DISTANCE OF 84.42 FEET; THENCE NORTH 43°50'54" WEST, A DISTANCE OF 58.05 FEET; THENCE NORTH 18°34'19" WEST, A DISTANCE OF 78.63 FEET; THENCE NORTH 50°35'42" EAST, A DISTANCE OF 31.81 FEET; THENCE NORTH 60°31'17" EAST, A DISTANCE OF 44.18 FEET; THENCE NORTH 64°30'00" EAST, A DISTANCE OF 100.56 FEET; THENCE NORTH 54°47'59" EAST, A DISTANCE OF 52.76 FEET; THENCE NORTH 66°06'54" EAST, A DISTANCE OF 50.37 FEET; THENCE NORTH 62°00'41" EAST, A DISTANCE OF 64.49 FEET; THENCE NORTH 70°54'53" EAST, A DISTANCE OF 67.87 FEET; THENCE NORTH 74°49'53" EAST, A DISTANCE OF 63.75 FEET; THENCE NORTH 21°12'45" EAST, A DISTANCE OF 73.87 FEET; THENCE NORTH 46°41'07" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 88°05'58" EAST, A DISTANCE OF 61.48 FEET; THENCE NORTH 84°04'46" EAST, A DISTANCE OF 69.05 FEET; THENCE NORTH 03°30'22" EAST, A DISTANCE OF 63.79 FEET; THENCE NORTH 00°20'01" EAST, A DISTANCE OF 90.89 FEET; THENCE NORTH 02°43'45" WEST, A DISTANCE OF 62.44 FEET; THENCE NORTH 27°17'43" EAST, A DISTANCE OF 43.13 FEET; THENCE NORTH 26°06'28" WEST, A DISTANCE OF 65.43 FEET; THENCE SOUTH 86°44'19" WEST, A DISTANCE OF 42.26 FEET; THENCE SOUTH 48°57'12" WEST, A DISTANCE OF 86.76 FEET; THENCE SOUTH 50°12'55" WEST, A DISTANCE OF 94.69 FEET; THENCE SOUTH 53°28'47" WEST, A DISTANCE OF 62.91 FEET; THENCE SOUTH 88°29'57" WEST, A DISTANCE OF 108.77 FEET; THENCE NORTH 29°58'51" WEST, A DISTANCE OF 51.32 FEET; THENCE NORTH 07°20'49" WEST, A DISTANCE OF 55.50 FEET; THENCE NORTH 01°59'45" WEST, A DISTANCE OF 83.44 FEET; THENCE NORTH 37°34'49" WEST, A DISTANCE OF 53.56 FEET; THENCE NORTH 19°06'32" WEST, A DISTANCE OF 67.07 FEET; THENCE NORTH 77°01'43" EAST, A DISTANCE OF 36.64 FEET; THENCE SOUTH 84°08'31" EAST, A DISTANCE OF 60.34 FEET; THENCE NORTH 25°27'46" EAST, A DISTANCE OF 57.61 FEET; THENCE NORTH 03°10'07" EAST, A DISTANCE OF 30.30 FEET; THENCE NORTH 39°16'25" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 45°40'10" WEST, A DISTANCE OF 49.09 FEET; THENCE NORTH 73°29'47" WEST, A DISTANCE OF 56.67 FEET; THENCE SOUTH 39°21'05" WEST, A DISTANCE OF 33.04 FEET; THENCE SOUTH 76°30'31" WEST, A DISTANCE OF 45.79 FEET; THENCE SOUTH 02°30'33" WEST, A DISTANCE OF 38.63 FEET; THENCE SOUTH 48°47'46" WEST, A DISTANCE OF 70.62 FEET; THENCE SOUTH 05°19'49" WEST, A DISTANCE OF 42.47 FEET; THENCE NORTH 66°28'13" WEST, A DISTANCE OF 40.98 FEET; THENCE NORTH 39°32'53" WEST, A DISTANCE OF 57.46 FEET; THENCE NORTH 04°44'08" WEST, A DISTANCE OF 65.41 FEET; THENCE NORTH 50°01'43" WEST, A DISTANCE OF 58.29 FEET; THENCE NORTH 34°15'55" WEST, A DISTANCE OF 43.31 FEET; THENCE NORTH 36°53'01" EAST, A DISTANCE OF 49.18 FEET; THENCE NORTH 15°01'57" EAST, A DISTANCE OF 60.54 FEET; THENCE NORTH 56°04'00" EAST, A DISTANCE OF 75.06 FEET; THENCE NORTH 43°19'20" EAST, A DISTANCE OF 54.29 FEET; THENCE SOUTH 73°33'48" EAST, A DISTANCE OF 78.36 FEET; THENCE SOUTH 65°08'28" EAST, A DISTANCE OF 56.04 FEET; THENCE SOUTH 43°38'52" EAST, A DISTANCE OF 74.25 FEET; THENCE SOUTH 10°03'56" EAST, A DISTANCE OF 45.74 FEET; THENCE NORTH 73°55'36" EAST, A



## EXHIBIT A

DISTANCE OF 94.73 FEET; THENCE NORTH 87°58'12" EAST, A DISTANCE OF 59.88 FEET; THENCE SOUTH 78°33'11" EAST, A DISTANCE OF 96.69 FEET; THENCE SOUTH 34°33'03" EAST, A DISTANCE OF 78.46 FEET; THENCE SOUTH 05°33'08" EAST, A DISTANCE OF 82.27 FEET; THENCE SOUTH 44°47'13" EAST, A DISTANCE OF 44.10 FEET; THENCE SOUTH 74°00'49" EAST, A DISTANCE OF 102.61 FEET; THENCE SOUTH 67°48'28" EAST, A DISTANCE OF 65.29 FEET; THENCE SOUTH 80°04'36" EAST, A DISTANCE OF 68.96 FEET; THENCE NORTH 28°32'08" EAST, A DISTANCE OF 92.04 FEET; THENCE NORTH 22°54'28" EAST, A DISTANCE OF 111.39 FEET; THENCE NORTH 23°15'13" EAST, A DISTANCE OF 74.85 FEET; THENCE NORTH 27°02'47" WEST, A DISTANCE OF 81.77 FEET; THENCE NORTH 00°02'51" EAST, A DISTANCE OF 101.30 FEET; THENCE NORTH 00°26'44" EAST, A DISTANCE OF 109.81 FEET; THENCE NORTH 11°52'10" EAST, A DISTANCE OF 128.76 FEET; THENCE NORTH 04°30'40" EAST, A DISTANCE OF 146.33 FEET TO THE POINT OF BEGINNING. CONTAINING 68.11 ACRES, MORE OR LESS.

### TOGETHER WITH:

A PART OF SECTIONS 7 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 88°44'33" EAST, A DISTANCE OF 1720.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°19'31" EAST, A DISTANCE OF 388.49 FEET; THENCE SOUTH 08°02'32" WEST, A DISTANCE OF 842.87 FEET; THENCE SOUTH 09°18'48" EAST, A DISTANCE OF 574.69 FEET; THENCE SOUTH 09°26'45" EAST, A DISTANCE OF 354.12 FEET; THENCE NORTH 66°43'07" WEST, A DISTANCE OF 242.53 FEET; THENCE NORTH 82°53'41" WEST, A DISTANCE OF 55.53 FEET; THENCE NORTH 75°57'19" WEST, A DISTANCE OF 58.46 FEET; THENCE NORTH 64°26'53" WEST, A DISTANCE OF 59.49 FEET; THENCE NORTH 39°34'38" WEST, A DISTANCE OF 121.78 FEET; THENCE NORTH 34°40'48" WEST, A DISTANCE OF 73.67 FEET; THENCE NORTH 59°53'41" WEST, A DISTANCE OF 99.48 FEET; THENCE NORTH 24°18'10" WEST, A DISTANCE OF 86.05 FEET; THENCE NORTH 56°30'06" WEST, A DISTANCE OF 118.98 FEET; THENCE NORTH 22°45'58" WEST, A DISTANCE OF 64.88 FEET; THENCE NORTH 51°37'08" WEST, A DISTANCE OF 79.17 FEET; THENCE NORTH 22°29'23" WEST, A DISTANCE OF 131.19 FEET; THENCE NORTH 35°28'19" WEST, A DISTANCE OF 120.46 FEET; THENCE NORTH 27°32'00" WEST, A DISTANCE OF 189.87 FEET; THENCE NORTH 28°15'04" WEST, A DISTANCE OF 129.37 FEET; THENCE NORTH 48°59'43" WEST, A DISTANCE OF 111.15 FEET; THENCE NORTH 26°26'10" WEST, A DISTANCE OF 140.99 FEET; THENCE NORTH 22°43'18" WEST, A DISTANCE OF 119.57 FEET; THENCE NORTH 43°44'24" WEST, A DISTANCE OF 110.96 FEET; THENCE NORTH 33°42'33" WEST, A DISTANCE OF 67.19 FEET; THENCE NORTH 22°14'46" WEST, A DISTANCE OF 95.89 FEET; THENCE NORTH 14°09'20" EAST, A DISTANCE OF 100.24 FEET; THENCE NORTH 57°02'02" EAST, A DISTANCE OF 67.93 FEET; THENCE SOUTH 72°58'48" EAST, A DISTANCE OF 90.72 FEET; THENCE NORTH 38°00'13" EAST, A DISTANCE OF 109.81 FEET; THENCE NORTH 53°53'33" EAST, A DISTANCE OF 96.19 FEET; THENCE SOUTH 77°57'29" EAST, A DISTANCE OF 101.58 FEET; THENCE SOUTH 87°01'57" EAST, A DISTANCE OF 58.32 FEET; THENCE NORTH 41°35'40" EAST, A DISTANCE OF 87.04 FEET; THENCE NORTH 62°35'55" EAST, A DISTANCE OF 78.66 FEET; THENCE NORTH 32°58'15" EAST, A DISTANCE OF 62.20 FEET; THENCE NORTH 52°56'30" EAST, A DISTANCE OF 41.03

## EXHIBIT A

FEET; THENCE NORTH 65°11'17" EAST, A DISTANCE OF 95.11 FEET; THENCE SOUTH 35°31'34" EAST, A DISTANCE OF 9.12 FEET; THENCE NORTH 63°20'34" EAST, A DISTANCE OF 166.08 FEET; THENCE SOUTH 76°15'09" EAST, A DISTANCE OF 35.90 FEET; THENCE NORTH 63°21'06" EAST, A DISTANCE OF 120.75 FEET; THENCE NORTH 55°17'51" EAST, A DISTANCE OF 102.17 FEET; THENCE SOUTH 65°33'13" EAST, A DISTANCE OF 38.35 FEET; THENCE SOUTH 29°38'51" EAST, A DISTANCE OF 59.67 FEET; THENCE NORTH 60°15'41" EAST, A DISTANCE OF 122.39 FEET; THENCE SOUTH 45°51'09" EAST, A DISTANCE OF 104.03 FEET; THENCE SOUTH 02°19'31" EAST, A DISTANCE OF 32.90 FEET TO THE POINT OF BEGINNING. CONTAINING 42.16 ACRES, MORE OR LESS.

## EXHIBIT A

### LESS AND EXCEPT THE FOLLOWING SIVERTREE ESTATES, LLC, OVERLAP PARCEL

A portion of Sections 7 and 18, Township 5 South, Range 28 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 1820, Page 1342 of the Public Records of said St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwestern corner of said Section 18; thence North 88° 45' 17" East, along the Northerly line of said Section 18, a distance of 1691.14 feet to a point lying on the Westerly line of said Official Records Book 1820, Page 1342, said point being the Point of Beginning.

From said Point of Beginning, thence North 02° 33' 50" West, departing said Northerly line of Section 18 and along said Westerly line of Official Records Book 1820, Page 1342, a distance of 63.33 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 2036, Page 1093 of said Public Records; thence South 45° 51' 09" East, departing said Westerly line and along said Northerly line, 42.66 feet to the Northeast corner of said Official Records Book 2036, Page 1093; thence South 02° 19' 39" East, departing said Northerly line and along the Easterly line of said lands, 421.44 feet; thence South 06° 02' 26" West, continuing along said Easterly line, 149.50 feet to its intersection with said Westerly line of Official Records Book 1820, Page 1342; thence North 02° 33' 50" West, departing said Easterly line and along said Westerly line, 536.11 feet to the Point of Beginning.

**LESS AND EXCEPT:**

[Silvertree Estates, LLC]  
Revised February 16, 2004  
October 7, 2003

Work Order No. 03-092.04  
Durbin Crossing

A portion of Sections 7 and 18, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwestern corner of said Section 18; thence North  $88^{\circ} 45' 17''$  East, along the Northerly line of said Section 18, a distance of 1664.46 feet to a point on a curve concave Southeasterly, having a radius of 1450.00 feet, said point also being the Point of Beginning.

From said Point of Beginning, thence Northerly, departing said Northerly line and along the arc of said curve, through a central angle of  $03^{\circ} 06' 58''$ , an arc length of 78.86 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $06^{\circ} 26' 21''$  East, 78.85 feet; thence South  $45^{\circ} 51' 17''$  East, 20.90 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 1820, Page 1342 of the Public Records of said county; thence South  $02^{\circ} 33' 58''$  East, along said Westerly line, 599.27 feet; thence South  $08^{\circ} 02' 26''$  West, departing said Westerly line, 25.16 feet; thence North  $09^{\circ} 22' 20''$  West, 202.98 feet to the point of curvature of a curve concave Easterly, having a radius of 1450.00 feet; thence Northerly, along the arc of said curve, through a central angle of  $14^{\circ} 15' 12''$ , an arc length of 360.71 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $02^{\circ} 14' 44''$  West, 359.79 feet.

Containing 17,464 square feet, more or less.

## EXHIBIT A

### LEGAL DESCRIPTION FOR LANDS OWNED BY BRICKELL MANOR, LLC

A PART OF SECTIONS 1, 2, 12, AND 13, TOWNSHIP 5 SOUTH, RANGE 27 EAST TOGETHER WITH A PART OF SECTIONS 6, AND 7, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 02°46'18" WEST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 2687.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 88°59'46" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2, A DISTANCE OF 2661.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE NORTH 02°22'48" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 1364.51 FEET; THENCE NORTH 89°31'52" EAST, A DISTANCE OF 1318.81 FEET; THENCE NORTH 02°14'55" WEST, A DISTANCE OF 1340.72 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE NORTH 89°18'52" EAST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1320.98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°10'39" EAST ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 2656.01 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE SOUTH 03°00'20" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 1346.55 FEET; THENCE NORTH 89°14'51" EAST, A DISTANCE OF 2446.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RUSSELL SAMPSON ROAD (A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 12°50'25" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.50 FEET; THENCE SOUTH 13°08'19" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 474.95 FEET; THENCE SOUTH 04°30'40" WEST, A DISTANCE OF 146.33 FEET; THENCE SOUTH 11°52'10" WEST, A DISTANCE OF 128.76 FEET; THENCE SOUTH 00°26'44" WEST, A DISTANCE OF 109.81 FEET; THENCE SOUTH 00°02'51" WEST, A DISTANCE OF 101.30 FEET; THENCE SOUTH 27°02'47" EAST, A DISTANCE OF 81.77 FEET; THENCE SOUTH 23°15'13" WEST, A DISTANCE OF 74.85 FEET; THENCE SOUTH 22°54'28" WEST, A DISTANCE OF 111.39 FEET; THENCE SOUTH 28°32'08" WEST, A DISTANCE OF 92.04 FEET; THENCE NORTH 80°04'56" WEST, A DISTANCE OF 68.96 FEET; THENCE NORTH 67°45'28" WEST, A DISTANCE OF 65.29 FEET; THENCE NORTH 74°00'49" WEST, A DISTANCE OF 102.61 FEET; THENCE NORTH 44°47'13" WEST, A DISTANCE OF 44.10 FEET; THENCE NORTH 05°33'08" WEST, A DISTANCE OF 82.27 FEET; THENCE NORTH 34°53'03" WEST, A DISTANCE OF 78.46 FEET; THENCE NORTH 78°33'11" WEST, A DISTANCE OF 96.69 FEET; THENCE SOUTH 87°58'12" WEST, A DISTANCE OF 59.88 FEET; THENCE SOUTH 73°55'36" WEST, A DISTANCE OF 94.73 FEET; THENCE NORTH 10°03'56" WEST, A DISTANCE OF 45.74 FEET; THENCE NORTH 43°38'52" WEST, A DISTANCE OF 74.25 FEET; THENCE NORTH 65°08'28" WEST, A DISTANCE OF 56.04 FEET; THENCE NORTH 73°33'48" WEST, A DISTANCE OF 78.36 FEET; THENCE SOUTH 43°19'20" WEST, A DISTANCE OF 54.29 FEET; THENCE SOUTH 56°04'00" WEST, A DISTANCE OF 75.06 FEET; THENCE SOUTH 15°01'57" WEST, A DISTANCE OF 60.54 FEET; THENCE SOUTH 36°53'01" WEST, A DISTANCE OF 49.18 FEET; THENCE SOUTH 34°15'55" EAST, A DISTANCE OF 43.31 FEET; THENCE SOUTH 50°01'43" EAST, A DISTANCE OF 58.29 FEET; THENCE SOUTH 04°44'08" EAST, A DISTANCE OF 65.41 FEET; THENCE SOUTH 39°32'53" EAST, A DISTANCE OF 57.46 FEET; THENCE SOUTH 66°28'13" EAST, A DISTANCE OF 40.98 FEET; THENCE NORTH 5°19'45" EAST, A DISTANCE OF 42.47 FEET; THENCE NORTH 48°47'46"

## EXHIBIT A

EAST, A DISTANCE OF 70.62 FEET; THENCE NORTH 02°30'33" EAST, A DISTANCE OF 38.63 FEET; THENCE NORTH 76°30'31" EAST, A DISTANCE OF 45.79 FEET; THENCE NORTH 39°21'05" EAST, A DISTANCE OF 35.04 FEET; THENCE SOUTH 73°29'47" EAST, A DISTANCE OF 56.67 FEET; THENCE SOUTH 45°40'10" EAST, A DISTANCE OF 49.09 FEET; THENCE SOUTH 39°16'25" EAST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 03°10'07" WEST, A DISTANCE OF 30.30 FEET; THENCE SOUTH 25°27'46" WEST, A DISTANCE OF 57.61 FEET; THENCE NORTH 84°08'31" WEST, A DISTANCE OF 60.34 FEET; THENCE SOUTH 77°01'43" WEST, A DISTANCE OF 36.64 FEET; THENCE SOUTH 19°06'32" EAST, A DISTANCE OF 67.07 FEET; THENCE SOUTH 37°34'49" EAST, A DISTANCE OF 53.56 FEET; THENCE SOUTH 01°59'45" EAST, A DISTANCE OF 83.44 FEET; THENCE SOUTH 07°20'49" EAST, A DISTANCE OF 55.50 FEET; THENCE SOUTH 29°58'51" EAST, A DISTANCE OF 51.32 FEET; THENCE NORTH 88°29'57" EAST, A DISTANCE OF 108.77 FEET; THENCE NORTH 53°28'47" EAST, A DISTANCE OF 62.91 FEET; THENCE NORTH 50°12'55" EAST, A DISTANCE OF 94.69 FEET; THENCE NORTH 48°57'12" EAST, A DISTANCE OF 86.76 FEET; THENCE NORTH 86°44'19" EAST, A DISTANCE OF 42.26 FEET; THENCE SOUTH 26°06'28" EAST, A DISTANCE OF 65.43 FEET; THENCE SOUTH 27°17'43" WEST, A DISTANCE OF 43.13 FEET; THENCE SOUTH 02°43'45" EAST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 00°20'01" WEST, A DISTANCE OF 90.89 FEET; THENCE SOUTH 03°30'22" WEST, A DISTANCE OF 63.79 FEET; THENCE SOUTH 84°04'46" WEST, A DISTANCE OF 69.05 FEET; THENCE SOUTH 88°05'58" WEST, A DISTANCE OF 61.48 FEET; THENCE SOUTH 46°41'07" WEST, A DISTANCE OF 60.93 FEET; THENCE SOUTH 21°12'45" WEST, A DISTANCE OF 73.87 FEET; THENCE SOUTH 74°49'53" WEST, A DISTANCE OF 63.75 FEET; THENCE SOUTH 70°54'53" WEST, A DISTANCE OF 67.87 FEET; THENCE SOUTH 62°00'41" WEST, A DISTANCE OF 64.49 FEET; THENCE SOUTH 66°06'54" WEST, A DISTANCE OF 50.37 FEET; THENCE SOUTH 54°47'59" WEST, A DISTANCE OF 52.76 FEET; THENCE SOUTH 64°30'00" WEST, A DISTANCE OF 100.56 FEET; THENCE SOUTH 60°31'17" WEST, A DISTANCE OF 44.18 FEET; THENCE SOUTH 50°35'42" WEST, A DISTANCE OF 31.81 FEET; THENCE SOUTH 18°34'19" EAST, A DISTANCE OF 78.63 FEET; THENCE SOUTH 43°50'54" EAST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 37°19'19" EAST, A DISTANCE OF 84.42 FEET; THENCE SOUTH 10°57'32" WEST, A DISTANCE OF 75.41 FEET; THENCE SOUTH 29°12'54" WEST, A DISTANCE OF 44.23 FEET; THENCE SOUTH 28°12'31" WEST, A DISTANCE OF 31.73 FEET; THENCE SOUTH 23°32'21" EAST, A DISTANCE OF 67.66 FEET; THENCE SOUTH 07°38'00" EAST, A DISTANCE OF 81.54 FEET; THENCE SOUTH 06°05'22" EAST, A DISTANCE OF 75.03 FEET; THENCE SOUTH 13°45'35" EAST, A DISTANCE OF 63.20 FEET; THENCE SOUTH 17°30'31" WEST, A DISTANCE OF 58.79 FEET; THENCE SOUTH 05°04'06" EAST, A DISTANCE OF 68.73 FEET; THENCE SOUTH 25°40'39" EAST, A DISTANCE OF 110.09 FEET; THENCE SOUTH 09°25'53" EAST, A DISTANCE OF 52.77 FEET; THENCE SOUTH 11°54'37" EAST, A DISTANCE OF 54.86 FEET; THENCE SOUTH 27°24'18" EAST, A DISTANCE OF 60.09 FEET; THENCE SOUTH 46°43'08" EAST, A DISTANCE OF 57.14 FEET; THENCE SOUTH 28°51'16" EAST, A DISTANCE OF 62.14 FEET; THENCE SOUTH 24°05'46" EAST, A DISTANCE OF 42.99 FEET; THENCE SOUTH 84°55'20" EAST, A DISTANCE OF 26.18 FEET; THENCE SOUTH 41°43'12" EAST, A DISTANCE OF 50.99 FEET; THENCE SOUTH 68°13'42" EAST, A DISTANCE OF 60.01 FEET; THENCE SOUTH 61°29'17" EAST, A DISTANCE OF 98.33 FEET; THENCE SOUTH 27°01'29" EAST, A DISTANCE OF 37.40 FEET; THENCE SOUTH 65°17'48" EAST, A DISTANCE OF 48.57 FEET; THENCE SOUTH 58°25'59" EAST, A DISTANCE OF 75.18 FEET; THENCE SOUTH 54°46'40" EAST, A DISTANCE OF 69.88 FEET; THENCE SOUTH 30°19'43" EAST, A DISTANCE OF 36.29 FEET; THENCE SOUTH 62°55'44" EAST, A DISTANCE OF 73.69 FEET; THENCE SOUTH 62°03'35" EAST, A DISTANCE OF 57.98 FEET; THENCE NORTH 83°23'12" EAST, A DISTANCE OF 45.38 FEET; THENCE NORTH 63°39'30" EAST, A DISTANCE OF 72.82 FEET; THENCE SOUTH 77°59'29"

## EXHIBIT A

EAST, A DISTANCE OF 43.89 FEET; THENCE SOUTH 36°31'36" WEST, A DISTANCE OF 81.19 FEET; THENCE NORTH 57°56'42" EAST, A DISTANCE OF 107.35 FEET; THENCE SOUTH 75°28'09" EAST, A DISTANCE OF 65.06 FEET; THENCE SOUTH 10°13'37" EAST, A DISTANCE OF 68.78 FEET; THENCE SOUTH 47°40'29" EAST, A DISTANCE OF 75.55 FEET; THENCE SOUTH 51°33'32" EAST, A DISTANCE OF 101.19 FEET; THENCE SOUTH 56°06'54" EAST, A DISTANCE OF 73.84 FEET; THENCE SOUTH 39°59'43" EAST, A DISTANCE OF 45.67 FEET; THENCE SOUTH 48°09'40" EAST, A DISTANCE OF 58.91 FEET; THENCE SOUTH 59°38'29" EAST, A DISTANCE OF 48.21 FEET; THENCE SOUTH 40°08'26" EAST, A DISTANCE OF 85.70 FEET; THENCE SOUTH 26°53'07" EAST, A DISTANCE OF 60.42 FEET; THENCE SOUTH 46°48'39" EAST, A DISTANCE OF 89.10 FEET; THENCE SOUTH 64°09'47" EAST, A DISTANCE OF 80.73 FEET; THENCE SOUTH 50°21'25" EAST, A DISTANCE OF 73.22 FEET; THENCE SOUTH 66°39'20" EAST, A DISTANCE OF 131.34 FEET; THENCE SOUTH 49°18'04" EAST, A DISTANCE OF 89.16 FEET; THENCE SOUTH 49°18'04" EAST, A DISTANCE OF 47.53 FEET; THENCE SOUTH 08°17'55" EAST, A DISTANCE OF 58.10 FEET; THENCE SOUTH 55°08'23" EAST, A DISTANCE OF 74.11 FEET; THENCE SOUTH 86°48'55" EAST, A DISTANCE OF 42.19 FEET; THENCE SOUTH 62°35'31" EAST, A DISTANCE OF 53.32 FEET; THENCE SOUTH 59°01'48" EAST, A DISTANCE OF 79.46 FEET; THENCE SOUTH 76°40'15" EAST, A DISTANCE OF 65.49 FEET; THENCE SOUTH 64°26'28" EAST, A DISTANCE OF 78.68 FEET; THENCE SOUTH 72°06'12" EAST, A DISTANCE OF 130.25 FEET; THENCE NORTH 42°47'26" EAST, A DISTANCE OF 54.70 FEET; THENCE SOUTH 41°24'11" EAST, A DISTANCE OF 40.67 FEET; THENCE SOUTH 81°25'24" EAST, A DISTANCE OF 127.32 FEET; THENCE NORTH 35°55'22" EAST, A DISTANCE OF 36.20 FEET TO THE POINT OF CURVE OF A CURVE AND A POINT ON SAID WESTERLY RIGHT-OF-WAY OF RUSSELL SAMPSON ROAD, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 518.12 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 303.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°19'22" EAST AND A CHORD DISTANCE OF 298.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 07°34'09" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 344.07 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 83°56'54" WEST, A DISTANCE OF 69.89 FEET; THENCE SOUTH 89°42'46" WEST, A DISTANCE OF 109.12 FEET; THENCE NORTH 87°57'02" WEST, A DISTANCE OF 78.66 FEET; THENCE NORTH 50°10'45" WEST, A DISTANCE OF 63.21 FEET; THENCE NORTH 41°12'23" WEST, A DISTANCE OF 75.09 FEET; THENCE NORTH 57°18'15" WEST, A DISTANCE OF 108.30 FEET; THENCE NORTH 69°47'25" WEST, A DISTANCE OF 74.38 FEET; THENCE NORTH 77°17'38" WEST, A DISTANCE OF 145.09 FEET; THENCE NORTH 16°13'11" WEST, A DISTANCE OF 76.25 FEET; THENCE NORTH 79°03'44" WEST, A DISTANCE OF 98.60 FEET; THENCE NORTH 26°16'35" WEST, A DISTANCE OF 38.89 FEET; THENCE NORTH 86°00'30" WEST, A DISTANCE OF 98.18 FEET; THENCE NORTH 70°25'19" WEST, A DISTANCE OF 79.74 FEET; THENCE NORTH 48°27'47" WEST, A DISTANCE OF 63.01 FEET; THENCE NORTH 51°47'30" WEST, A DISTANCE OF 84.83 FEET; THENCE NORTH 04°27'24" WEST, A DISTANCE OF 83.03 FEET; THENCE SOUTH 89°36'57" WEST, A DISTANCE OF 64.00 FEET; THENCE NORTH 28°42'01" WEST, A DISTANCE OF 86.52 FEET; THENCE NORTH 57°57'07" WEST, A DISTANCE OF 79.53 FEET; THENCE SOUTH 84°48'48" WEST, A DISTANCE OF 90.63 FEET; THENCE SOUTH 65°43'58" WEST, A DISTANCE OF 148.14 FEET; THENCE NORTH 88°06'03" WEST, A DISTANCE OF 108.05 FEET; THENCE SOUTH 80°35'06" WEST, A DISTANCE OF 166.92 FEET; THENCE SOUTH 70°46'28" WEST, A DISTANCE OF 219.64 FEET; THENCE SOUTH 56°28'30" WEST, A DISTANCE OF 116.97 FEET; THENCE SOUTH 72°25'05" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 80°35'29" WEST, A DISTANCE OF 163.11 FEET; THENCE SOUTH 74°56'48" WEST, A DISTANCE OF 125.38 FEET; THENCE SOUTH 58°40'28" WEST, A DISTANCE OF 352.37 FEET; THENCE SOUTH 67°22'38" WEST, A DISTANCE OF 147.38 FEET; THENCE SOUTH 44°31'43" WEST, A

## EXHIBIT A

DISTANCE OF 381.88 FEET; THENCE SOUTH 19°59'39" WEST, A DISTANCE OF 116.51 FEET; THENCE SOUTH 16°59'31" EAST, A DISTANCE OF 193.09 FEET; THENCE SOUTH 10°41'39" EAST, A DISTANCE OF 223.28 FEET; THENCE SOUTH 10°15'34" WEST, A DISTANCE OF 127.96 FEET; THENCE SOUTH 15°16'59" EAST, A DISTANCE OF 98.79 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,440.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 0.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°20'09" WEST AND A CHORD DISTANCE OF 0.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 56°19'29" WEST, A DISTANCE OF 609.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 935.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 487.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°16'11" WEST AND A CHORD DISTANCE OF 482.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°12'54" WEST, A DISTANCE OF 606.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,015.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 479.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°40'28" WEST AND A CHORD DISTANCE OF 475.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 59°06'03" WEST, A DISTANCE OF 651.22 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 819.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°50'22" WEST AND A CHORD DISTANCE OF 794.10 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°27'20" WEST, A DISTANCE OF 147.70 FEET; THENCE NORTH 38°58'14" EAST, A DISTANCE OF 92.54 FEET; THENCE NORTH 20°02'21" EAST, A DISTANCE OF 103.21 FEET; THENCE NORTH 58°26'26" WEST, A DISTANCE OF 37.95 FEET; THENCE NORTH 49°11'10" EAST, A DISTANCE OF 35.51 FEET; THENCE NORTH 19°47'22" WEST, A DISTANCE OF 68.95 FEET; THENCE NORTH 21°44'51" WEST, A DISTANCE OF 67.85 FEET; THENCE NORTH 07°47'46" WEST, A DISTANCE OF 75.75 FEET; THENCE NORTH 02°20'14" WEST, A DISTANCE OF 72.36 FEET; THENCE NORTH 38°09'55" WEST, A DISTANCE OF 76.49 FEET; THENCE NORTH 31°49'02" EAST, A DISTANCE OF 79.49 FEET; THENCE NORTH 58°10'58" WEST, A DISTANCE OF 237.01 FEET; THENCE NORTH 02°46'51" WEST, A DISTANCE OF 15.24 FEET; THENCE NORTH 24°18'42" EAST, A DISTANCE OF 423.32 FEET; THENCE NORTH 16°59'50" EAST, A DISTANCE OF 272.26 FEET; THENCE NORTH 54°07'43" EAST, A DISTANCE OF 337.28 FEET; THENCE NORTH 04°03'47" EAST, A DISTANCE OF 814.17 FEET; THENCE NORTH 38°04'14" WEST, A DISTANCE OF 314.82 FEET; THENCE NORTH 84°57'27" WEST, A DISTANCE OF 488.19 FEET; THENCE NORTH 02°46'51" WEST, A DISTANCE OF 247.59 FEET TO THE POINT OF BEGINNING. CONTAINING 889.83 ACRES, MORE OR LESS.

A PART OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 02°46'51" EAST, A DISTANCE OF 247.59 FEET; THENCE NORTH 84°57'27" WEST, A DISTANCE OF 160.89 FEET; THENCE SOUTH 05°28'55" WEST, A DISTANCE OF 447.62 FEET; THENCE SOUTH 39°23'51" WEST, A DISTANCE OF 146.61 FEET; THENCE SOUTH 43°22'30" EAST, A DISTANCE OF 185.99 FEET; THENCE SOUTH 45°36'52" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°37'41" WEST, A DISTANCE OF 178.97 FEET; THENCE SOUTH 39°23'51" WEST, A DISTANCE OF 1,152.76 FEET; THENCE SOUTH 87°44'55" WEST, A DISTANCE OF 460.99 FEET; THENCE NORTH 02°46'51" WEST, A DISTANCE OF 1,737.04 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 11; THENCE NORTH 89°24'45" EAST ALONG SAID SECTION LINE, A DISTANCE OF 1,602.17 FEET TO THE POINT OF BEGINNING. CONTAINING 45.39 ACRES, MORE OR LESS.



## **EXHIBIT A**

Less and except that part conveyed in Warranty Deed recorded in OR  
Book 2407, Page 655, Public Records of St. Johns County, Florida.

## EXHIBIT A

Lands owned by Durbin Crossing North, LLC

### Durbin Crossing North Phase 1

A portion of Sections 1 and 2, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 1; thence North 89° 13' 16" East, along the Northerly line of said Section 1, a distance of 2656.10 feet; thence South 03° 00' 52" East, departing said Northerly line and along the Westerly line of those lands described and recorded in Official Records Book 1998, Page 1303 of the Public Records of said county, a distance of 1346.49 feet; thence North 89° 15' 00" East, departing said Westerly line and along the Southerly line of said lands, 2293.94 feet; thence South 20° 16' 08" East, departing said Southerly line, 653.14 feet; thence South 11° 52' 16" West, 129.92 feet; thence South 00° 26' 44" West, 112.40 feet; thence South 00° 02' 51" West, 107.41 feet; thence South 27° 02' 47" East, 67.06 feet; thence North 87° 59' 34" West, 607.33 feet; thence North 59° 22' 28" West, 297.79 feet; thence South 28° 02' 03" West, 359.05 feet; thence South 57° 22' 05" East, 250.03 feet; thence North 65° 54' 25" East, 78.61 feet; thence South 09° 08' 32" West, 1039.45 feet; thence South 10° 25' 13" East, 627.14 feet; thence South 79° 34' 47" West, 272.24 feet; thence North 80° 22' 28" West, 477.85 feet; thence North 65° 47' 48" West, 2020.87 feet; thence South 62° 57' 37" West, 1867.20 feet to a point lying on the Westerly line of said Section 1; thence North 02° 46' 32" West, along said Westerly line, 1493.59 feet; thence South 89° 00' 42" West, departing said Westerly line and along the Southerly line of the Northeast 1/4 of said Section 2, a distance of 2661.17 feet to a point lying on the Westerly line of said Northeast 1/4 of Section 2; thence North 02° 22' 37" West, departing said Southerly line and along said Westerly line, 1364.52 feet; thence North 89° 33' 04" East, departing said Westerly line and along the Southerly lines of those lands described and recorded in Official Records Book 813, Page 200 and Julington Creek Plantation, Parcel 57, described and recorded in Map Book 47, Pages 50 through 55 of said Public Records, a distance of 1318.87 feet; thence North 02° 15' 18" West, along the Easterly line of said Julington Creek Plantation, Parcel 57, a distance of 1340.34 feet to a point lying on the Northerly line of said Section 2; thence North 89° 12' 15" East, departing said Easterly line and along said Northerly line, 1320.81 feet to the Point of Beginning.

**TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL**

## EXHIBIT A

### DURBIN CROSSING NORTH PHASE 2

A portion of those lands described and recorded in Official Records Book 2036, page 1077 of the Public Records of St. Johns County, Florida, all lying in a portion of Sections 1, 11, and 12, Township 5 South, Range 27 East, together with a portion of Sections 6 and 7, Township 5 South, Range 28 East, said St. Johns County Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of said Section 12, thence South 02°41'50" East, along the Easterly line of said Section 12, a distance of 1775.16 feet to a point lying on the Southerly boundary line of those lands described and recorded in Official Records Book 2036, Page 1084 of said Public Records; thence North 83°57'21" West, departing said Easterly line, and along said Southerly boundary line, 653.81 feet to the point of curvature of a curve concave Southerly, having a radius of 1440.00 feet; thence Westerly, along said Southerly boundary line, and along the arc of said curve, through a central angle of 39°41'50", an arc length of 997.70 feet to a point on said curve, and the Point of Beginning, said point also being the Southeast corner of those lands described and recorded in Official Records Book 2036, Page 1077 of said Public Records, said arc being subtended by a chord bearing and distance of South 76°11'44" West, 977.87 feet.

From said Point of Beginning, thence along the Southerly boundary line of said lands described and recorded in Official Records Book 2036, Page 1077, run the following eight courses: Course 1, thence Southwesterly, along the arc of a curve, concave Southeasterly, having a radius of 1440.00 feet, through a central angle of 00°01'19", an arc length of 0.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 56°20'09" West, 0.55 feet; Course 2, thence South 56°19'29" West, 609.93 feet to the point of curvature of a curve concave Northerly, having a radius of 935.00 feet; Course 3, thence Westerly, along the arc of said curve, through a central angle of 29°53'24", an arc length of 487.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 71°16'11" West, 482.26 feet; Course 4, thence South 86°12'54" West, 606.63 feet to the point of curvature of a curve concave Southerly, having a radius of 1015.00 feet; Course 5, thence Westerly, along the arc of said curve, through a central angle of 27°04'51", an arc length of 479.74 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 72°40'28" West, 475.29 feet; Course 6, thence South 59°08'03" West, 651.22 feet to the point of curvature of a curve concave

## EXHIBIT A

Northerly, having a radius of 950.00 feet; Course 7, thence Southwesterly, along the arc of South 83°50'21" West, 794.10 feet; Course 8, thence North 71°27'20" West, 51.85 feet; thence North 18°32'40" East, departing said Southerly boundary line, 525.64 feet to a point lying on the Southeasterly prolongation of the Southerly boundary line of those lands described and recorded in Official Records Book 2036, Page 1115 of said Public Records; thence Northerly, Westerly, and Southerly, along said boundary line and its Southeasterly prolongation, the following 15 courses: Course 1, thence North 58°10'58" West, 515.93 feet; Course 2, thence North 02°46'51" West, 15.24 feet; Course 3, thence North 24°18'41" East, 423.32 feet; Course 4, thence North 16°59'50" East, 272.26 feet; Course 5, thence North 54°07'43" East, 337.28 feet; Course 6, thence North 04°03'47" East, 814.17 feet; Course 7, thence North 38°04'14" West, 314.82 feet; Course 8, thence North 84°57'27" West, 649.08 feet; Course 9, thence South 05°28'55" West, 447.62 feet; Course 10, thence South 39°23'51" West, 146.61 feet; Course 11, thence South 43°22'30" East, 185.98 feet; Course 12, thence South 45°36'52" West, 67.14 feet; Course 13, thence North 42°37'41" West, 178.97 feet; Course 14, thence South 39°23'51" West, 1152.76 feet; Course 15, thence South 87°44'55" West, 461.32 feet to a point lying on the Westerly boundary line of said lands described and recorded in Official Records Book 2036, page 1077; thence North 02°47'04" West, departing said boundary line, and along said Westerly boundary line, 1734.45 feet to a point lying on the Northerly line of said Section 11; thence North 89°18'41" East, departing said Westerly boundary line, and along said Northerly line, 1602.17 feet to the Northeast corner of said Section 11; thence North 02°46'32" West, along the Westerly line of said Section 1, a distance of 1193.61 feet; thence North 62°57'37" East, departing said Westerly line, 1867.20 feet; thence South 65°47'48" East, 2020.87 feet; thence South 80°22'28" East, 477.85 feet; thence North 79°34'47" East, 359.49 feet to a point lying on the Easterly boundary line of those lands described and recorded in Official Records Book 2036, Page 1093 of said Public Records; thence along said Easterly boundary line, run the following thirty courses: Course 1, thence South 09°25'53" East, 52.77 feet; Course 2, thence South 11°54'37" East, 54.86 feet; Course 3, thence South 27°24'18" East, 60.09 feet; Course 4, thence South 46°43'08" East, 57.14 feet; Course 5, thence South 28°51'16" East, 62.14 feet; Course 6, thence South 24°05'46" East, 42.99 feet; Course 7, thence South 84°55'20" East, 26.18 feet; Course 8, thence South 41°43'12" East, 50.99 feet; Course 9, thence South 68°13'42" East, 60.01 feet; Course 10, thence South 61°29'17" East, 98.33 feet; Course 11, thence South 27°01'29" East, 37.40 feet; Course 12, thence South 65°17'48" East, 48.57 feet; Course 13, thence South 58°25'59" East, 75.18 feet; Course 14, thence South 54°46'40" East, 69.88 feet; Course 15, thence South 30°19'43" East, 36.29 feet; Course 16, thence South 62°55'44" East, 73.69 feet; Course 17, thence South 62°03'55" East, 57.98 feet; Course 18, thence North 83°23'12" East, 45.38 feet; Course 19, thence North 63°39'30" East, 72.82 feet; Course 20, thence South 77°59'29" East, 45.89 feet; Course 21, thence South 36°31'36" West, 81.19 feet; Course 22, thence North 57°56'42" East, 107.35 feet; Course 23, thence South 75°28'09" East, 65.06 feet; Course 24, thence South 10°13'37" East, 68.78 feet; Course 25, thence

## EXHIBIT A

South 47°40'29" East, 75.55 feet; Course 26, thence South 51°33'32" East, 101.19 feet; Course 27, thence South 56°06'54" East, 73.84 feet; Course 28, thence South 39°59'43" East, 45.67 feet; Course 29, thence South 48°09'40" East, 58.91 feet; Course 30, thence South 59°38'29" East, 48.21 feet; thence South 01°32'48" East, departing said Easterly boundary line, 598.85 feet to a point lying on the Northerly boundary line of said lands described and recorded in Official Records Book 2036, Page 1084; thence along said Northerly boundary line, run the following sixteen courses: Course 1, thence South 65°43'58" West, 148.14 feet; Course 2, thence North 88°06'03" West, 108.05 feet; Course 3, thence South 80°35'06" West, 166.92 feet; Course 4, thence South 70°46'28" West, 219.64 feet; Course 5, thence South 56°28'30" West, 116.97 feet; Course 6, thence South 72°25'05" West, 94.95 feet; Course 7, thence South 80°35'29" West, 163.11 feet; Course 8, thence South 74°56'48" West, 125.38 feet; Course 9, thence South 58°40'28" West, 352.37 feet; Course 10, thence South 67°22'38" West, 147.38 feet; Course 11, thence South 44°31'43" West, 381.88 feet; Course 12, thence South 19°59'39" West, 116.51 feet; Course 13, thence South 16°59'31" East, 193.09 feet; Course 14, thence South 10°41'39" East, 223.28 feet; Course 15, thence South 10°15'54" West, 127.96 feet; Course 16, thence South 15°16'59" East, 98.79 feet to the Point of Beginning.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION OF MASTER ASSOCIATION**

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# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of DURBIN CROSSING MASTER ASSOCIATION, INC., a Florida corporation, filed on November 3, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000256736. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000011250.

Authentication Code: 505A00066231-110405-N05000011250-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourth day of November, 2005



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

MAY-09-2004 23:42 From: JERI POLLER PA

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To: 850 558 1515

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**ARTICLES OF INCORPORATION  
FOR  
DURBIN CROSSING MASTER ASSOCIATION, INC.  
a not-for-profit corporation**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1  
NAME**

The name of the corporation is DURBIN CROSSING MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**2  
OFFICE**

The principal office and mailing address of the Association shall be at 10000 Gate Parkway North, Suite 1012, Jacksonville, Florida 32246, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**3  
INITIAL REGISTERED OFFICE;  
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 10000 Gate Parkway North, Suite 1012, Jacksonville, Florida 32246, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Jason R. Sessions.

**4  
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Covenants and Restrictions for Durbin Crossing Master Association, Inc., recorded (or to be recorded) in the Public Records of St. Johns County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Property thereof for the benefit of the Owners who become Members of the Association.



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5  
**POWERS**

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida, (which are in effect at the time of filing of this Declaration) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.
- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties including without limitation to the maintenance and operation of the Stormwater Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.
  - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the consent of the Owners with voting power representing two thirds of the votes.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.
  - (d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners,
  - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
  - (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.
  - (g) To contract for the management and maintenance of the Common Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers

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shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.

- (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Property.
  - (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
  - (j) To operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District permit nos. 4-109-90834-1 [Durbin Crossing], 4-109-90834-2 [Durbin Crossing South] and 4-109-90834-3 [Durbin Crossing CDD Roadways] requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration, to the extent that the Durbin Crossing Community Development District enters into an agreement with the Association.
- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapters 617 and 720, Florida Statutes) and as may be approved by the St. Johns River Water Management District, with respect to the transfer of the Stormwater Management System.
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws. The provisions of the Declaration shall control over those of the Articles and Bylaws; the provisions of the Articles shall control over the provisions of the Bylaws.

## 6

### MEMBERS

- 6.1 Membership. The members of the Association shall consist of Durbin Crossing, LLC, a Florida limited liability company ("Declarant") and all of the record title owners of

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Parcels, Lots or Units within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Parcel, Lot or Unit.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel, Lot or Unit for which that share is held.

6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members shall be all Owners, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one vote for each Unit or Lot owned by such Member.

Class B Member. The Class B Member shall be the Declarant, or a representative thereof, who shall have the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- a. Such earlier date as Declarant, in its sole discretion, may determine in writing.
- b. Upon the Declarant's election to terminate Class B Membership
- c. Three months after seventy-five (75%) of the Parcels, Lots or Units in the Property that will ultimately be operated by the Association have been conveyed to Class A members.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A members. After Turnover, for so long as the Declarant owns at least five percent (5%) of the Lots within the Property, the Declarant may appoint the minority of the Board Members or not less than one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

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- 6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.
- 6.5 Proviso. At Turnover, the Declarant shall transfer control of the Association to Owners other than the Declarant by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

## 7

**INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

NAMEADDRESS

Jason R. Sessions

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246

## 8

**TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. The Association shall exist in perpetuity. Provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

## 9

**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

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President:

Patrick E. Sessions

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246Vice President:

Jason R. Sessions

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246Secretary/Treasurer:

Christian Blonshine

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246

10  
**DIRECTORS**

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

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Patrick E. Sessions

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246

Jason R. Sessions

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246

Christian Blonshine

10000 Gate Parkway North,  
Suite 1012, Jacksonville, Florida  
32246

- 10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards

## 11

### INDEMNIFICATION PROVISIONS

- 11.1 Indemnities. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by

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reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
  - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
  - (c) By independent legal counsel:
    - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
    - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
  - (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

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- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.
- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
  - (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
  - (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses,

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including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that: (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 7.7; or (c) the director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (d) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (c) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

## 12 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

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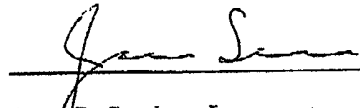
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13  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 13.2 **Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds of the votes of the members of the Association who have voting power at the time of such amendment.
- 13.3 **Declarant Amendments.** Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 13.4 **Recording.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of ~~St. Johns~~ <sup>Duval</sup> County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

  
\_\_\_\_\_  
Jason R. Sessions, Incorporator

Dated this 3 day of November, 2005.



**EXHIBIT "C"**

**BYLAWS OF MASTER ASSOCIATION**

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**BYLAWS  
OF  
DURBIN CROSSING MASTER ASSOCIATION, INC.**

**A Corporation Not for Profit  
Under the Laws of the State of Florida**

**1  
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Covenants and Restrictions for DURBIN CROSSING MASTER ASSOCIATION, INC.

**2  
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3  
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**4  
BOARD OF DIRECTORS**

4.1 After Turnover, the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

4.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

## 5 OFFICERS

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

## 6 MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of

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meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

## 7

### AMENDMENTS

7.1 These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these Bylaws and the Articles of Incorporation as long as the Declarant or its affiliates owns any Lot or Unit governed by the Association without the consent of the Members or the Board.



7.2 In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## 8 OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Owners, their mailing addresses and Lot or Unit identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than 7 years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than 7 years. The financial and accounting records shall include, but not be limited to:
  - (i) Accurate, itemized, and detailed records for all receipts and expenditures;

- (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

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**BOOKS AND PAPERS: FISCAL YEAR;  
MINUTES: BUDGETS: FINANCIAL REPORTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each

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Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

WE HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

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**EXHIBIT "D"**  
**TO**  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND**  
**EASEMENTS FOR DURBIN CROSSING**  
**RULES AND REGULATIONS**

1. The Common Property and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or, any other similar objects shall be stored therein except in areas (if any) specifically designated for such purpose by the Board.
2. Employees of the Master Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Master Association.
3. No motor vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Property or private lawns may be used for parking purposes, except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Parcels shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Master Association as provided in the Declaration, subject to applicable laws and ordinances.
4. No electronic equipment may be permitted in or on any Parcel which interferes with the television or radio reception of another Parcel.
5. An Owner who plans to be absent during the hurricane season must prepare his Parcel prior to his departure by designating a responsible firm or individual to care for his Parcel should the Parcel suffer hurricane damage and furnishing the Master Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Master Association.
6. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Master Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).
7. No hunting or use of firearms shall be permitted anywhere within the Property.

8. No Owner may alter in any way any portion of the Common Property, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on or in any Parcel or on the Common Property, except as to propane gas cylinders permitted under a supplemental declaration, if any.

10. No hurricane shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the Master Association and is installed in accordance with any guidelines established in such regard by the Master Association. Hurricane shutters may not be installed or closed except during the period of a Hurricane Watch and must be removed and/or opened not later than 3 days after the Hurricane Watch is lifted or 3 days after the storm has passed.

11. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Master Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right to suspend voting rights and use of recreation facilities, if any are owned by the Association, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

12. Notwithstanding anything herein contained to the contrary, these rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

Declaration v6 11.03.05

Prepared by and Return to:  
Frank E. Miller, Esq.  
Gunter, Yoakley & Stewart, P.A.  
225 Water Street, Suite 1750  
Jacksonville, FL 32202

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AS RECORDED IN OFFICIAL RECORDS BOOK 2407, PAGE 689,  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of the 23<sup>rd</sup> day of January, 2012 by and between **DURBIN CROSSING, LLC**, a Florida limited liability company ("**Developer**"), and **DURBIN CROSSING NORTH, LLC**, a Florida limited liability company ("**Buyer**");

(A) Brickell Manor, LLC and Buyer executed that certain Declaration of Covenants, Conditions and Restrictions dated March 29, 2005 and recorded in Official Records Book 2407, page 689 of the public records of St. Johns County, Florida ("**Declaration**").

(B) By that certain Assignment and Assumption Agreement dated March 29, 2005, Brickell Manor, LLC transferred and assigned its rights and obligations under the Declaration to Developer.

(C) By that certain Assignment of Development Rights of even date herewith, Buyer has acquired rights for the development of 23 additional single family residential units upon the Buyer Land.

(D) Developer and Buyer desire to amend the Declaration to acknowledge the additional development rights acquired by Buyer and certain agreements related thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The statements contained in the recitals of facts set forth above (the "**Recitals**") are true and correct and the Recitals are, by this reference, made a part of this Amendment.

2. **Definitions.** Terms not otherwise defined herein shall have the meanings assigned to them in the Declaration.

{00198152.DOCX.2}

3. **Amendments to Declaration.**

(a) Section 4(b) of the Declaration is hereby amended to change the number of single family dwellings within the Buyer Land allocated to Phase II of the DO from 211 to 234.

(b) Section 4(b) of the Declaration is hereby amended to provide that there shall be a maximum of six hundred two (602) single family dwellings within the Buyer Land which have been allocated to Phase I of the DO and two hundred thirty-four (234) single family dwellings which have been allocated to Phase II of the DO, as defined in the DO.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**DEVELOPER:**

**DURBIN CROSSING, LLC,**  
a Florida limited liability company

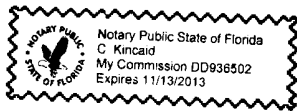
C. Kincaid  
Print Name: C. Kincaid

By: [Signature]  
Name: Jason Sessions  
Title: V.P.

[Signature]  
Print Name: A. Stanley

STATE OF FLORIDA }  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 9th day of January, 2012 by Jason Sessions, as V.P. of **DURBIN CROSSING, LLC**, a limited liability company, on behalf of the company.



C. Kincaid  
Print Name C. Kincaid  
Notary Public  
State of Florida at Large  
My Commission Expires: 11/13/13  
Personally Known ☒  
or Produced ID ☐  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

**BUYER:**

**DURBIN CROSSING NORTH, LLC,**  
a Florida limited liability company

By: The Wood Development Company of  
Jacksonville, a Florida corporation,  
Its Managing Member

Sandra Spencer  
Print Name: Sandra Spencer  
Ann Tabor  
Print Name: Ann Tabor

By: James Ricky Wood  
Name: James Ricky Wood  
Title: Managing Member  
President

STATE OF FLORIDA }  
COUNTY OF St. Johns }

Development Company of Jacksonville

The foregoing instrument was acknowledged before me this 23 day of January,  
2012 by James Ricky Wood, President of The Wood, as Managing Member  
of **DURBIN CROSSING NORTH, LLC**, a limited liability company, on behalf of the  
company.



Sandra Spencer  
Print Name Sandra Spencer  
Notary Public  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
Personally Known ☒ \_\_\_\_\_  
or Produced ID \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_