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AND RETURN TO:
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DECLARATION OF CONDOMINIUM
OF
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM

This DECLARATION OF CONDOMINIUM OF THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM, made this 10th day of November, 1998 ECOVENTURE WGV, LTD., a Florida limited partnership (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in St. Johns County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the Land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon the Land from time to time multi-unit residential buildings, housing up to, but not exceeding, Two Hundred (200) residential Condominium Units and related facilities in nine (9) phases pursuant to the provisions set forth in Section 718.403, Florida Statutes; and

WHEREAS, the Developer has constructed four (4) residential buildings and related facilities on a portion of the Land described as Phase I on Exhibit A and desires to submit Phase I to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, as it exists on the date hereof; and

WHEREAS, the Developer from time to time may (but is not obligated to) submit additional portions of land described on Exhibit A-1, together with improvements thereon, to condominium ownership;

THE CONDOMINIUM DRAWINGS, REDUCTIONS OF WHICH ARE ATTACHED HERETO AS EXHIBIT B, ARE RECORDED IN CONDOMINIUM PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be identified is THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM.

2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles. The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium and its Unit Owner.

(c) Association. Association means THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for the operation of the Condominium and the Common Facilities (as defined hereafter), its successors and assigns.

(d) Board of Directors or Board. The Board of Directors or other representative body responsible for administration of the Association.

(e) Building. Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws. The Bylaws of the Association as may be amended from time to time.

(g) Common Elements. Common Elements mean that portion of the Condominium Property not included in the Condominium Units, and all other property declared as Common Elements in the Condominium Act and this Declaration, specifically, including but not limited to, those items set forth in Paragraph 10 of this Declaration.

(h) Common Facilities or Association Property. Any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners.

(i) Common Expenses. All expenses and assessments properly incurred by the Association for the Condominium.

(j) Common Surplus. The excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

(k) Condominium. The condominium THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM, which is formed pursuant to this Declaration.

(l) Condominium Form of Ownership. That form of ownership of real property created pursuant to the provisions of Chapter 718, Florida Statutes, the "Condominium Act", and which is composed of Condominium Units that may be owned by one or more persons and, appurtenant to each Condominium Unit, an undivided share in the Common Elements.

(m) Condominium Act. Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium.

(n) Condominium Parcel. The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(o) Condominium Unit or Unit. That part of the Condominium Property which is subject to exclusive ownership.

(p) Condominium Property. The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(q) Declaration or Declaration of Condominium. The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(r) Developer. Developer means Ecoventure WGV, Ltd., a Florida limited partnership, its successors or assigns, or any other person who creates the Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his or her Unit for his or her own occupancy.

(s) Institutional Mortgagee. Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, federal or state agency, insurance company and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

(t) Limited Common Elements. Those common elements which are reserved for the use of a Condominium Unit(s), as specified herein, to the exclusion of all others. The Limited Common Elements shall include but not be limited to (i) covered parking spaces for

some residential Condominium Units, which parking spaces are depicted in the Survey, Graphic Description and Plot Plan described in Exhibit B, (ii) driveways for some residential Condominium Units, which driveways are depicted in the Survey, Graphic Description and Plot Plan described in Exhibit B, (iii) any air conditioning and heating system exclusively serving that Condominium Unit which is located outside of the Condominium Unit, which shall be Limited Common Elements for the exclusive use of the Condominium Unit that they serve, (iv) the Unit lanai and deck areas depicted in the Survey, Graphic Description and Plot Plan and any improvements constructed thereon, (v) elevators for some Condominium Units, which elevators are depicted in the Survey, Graphic Description and Plot Plan described on Exhibit B attached hereto, (vi) those other areas or facilities designated as Limited Common Elements on the Survey, Graphic Description and Plot Plan contained in Exhibit B, and (vii) those items described in Paragraph 10 as Limited Common Element. A copy of each such Certificate of Assignment shall be included in the records of the Association. Notwithstanding any provision to the contrary, the Developer reserves the right to assign and re-assign the handicap spaces to such Unit Owners as Developer determines such parking spaces should be assigned to in Developer's sole and absolute discretion.

(u) Management Agreement. The agreement, if any, which provides for management of the Condominium Property and the Common Elements.

(v) Member. An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(w) Unit Owner or Owner of a Condominium Unit. The owner of a fee simple estate in a Condominium Parcel.

(x) Units. Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit B. Each Condominium Unit consists of (1) the volumes of space enclosed by the unfinished inner surfaces of interior partition walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions), excepting load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Condominium Unit, (4) regular window panes, patio window panes, sliding glass door panes and other doors bounding the Condominium Unit, (5) all fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Condominium Unit and (6) any party walls located between two Units which are combined to form a

single living residence. Notwithstanding any provision to the contrary, pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall not be deemed to be part of any Condominium Unit.

(y) The Residences Development. The Residences Development means the lands described in Exhibit A and Exhibit A-1 of this Declaration, as are now or hereafter made subject to this Declaration, and shall include any improvements, if any, constructed thereon.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. Subject to easements, restrictions and reservations of record, the following property is hereby submitted to the Condominium Form of Ownership:

Phase I: The property designated and described in Exhibit A hereto as "Phase I", together with the improvements erected or installed thereon, including without limitation four (4) Buildings, each containing six (6) Units ("Buildings I, II, III and V"), comprised of the following Unit Types:

- (i) Eight (8) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
- (ii) Eight (8) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and
- (iii) Eight (8) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Graphic Description and Plot Plan of Phase I identifying the Units are located on Exhibit B to this Declaration. The estimated latest date of completion of constructing, finishing and equipping the Condominium Property is December 31, 1998.

The Condominium will also include six (6) driveways for each Building, as shown on Exhibit B of this Declaration. The driveways shall be Limited Common Elements and each Condominium Unit Owner in Phase I shall have the exclusive right to use the driveway labeled with the same Unit number as the Unit acquired by the Unit Owner (as shown on the Graphic Description and Plot Plan attached as Exhibit B), subject to the easement set forth in paragraph 8(h) hereof. Phase I will also include the following commonly used facilities which shall be deemed Common Elements (as defined in Paragraph 10 below):

- (i) Thirty (30) uncovered parking spaces, as depicted on the Survey, Graphic Description and Plot Plan attached as Exhibit B hereto.

4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The Condominium is a multi-family residential condominium which will be developed as a phase condominium and, accordingly, the Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right at any time prior to seven (7) years after the recording date of this Declaration, to submit to the Condominium Form of Ownership by amendments to this Declaration the additional phases described in this Paragraph 4 and depicted in the Survey, Graphic Description & Plot Plan attached hereto as Exhibit B. The other Phases the Developer may develop, in its sole and absolute discretion, are Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII and Phase IX. Phases II, III, IV, V, VI, VII, VIII, and IX as more fully discussed below, will consist, if developed, of additional Condominium Units and appurtenant facilities.

A. Phase II. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase II, if added to the Condominium, will, consist of the property legally described as Phase II on Exhibit A-1 attached hereto and the improvements located thereon, including two buildings ("Building XII" and "Building XIII"), containing thirty (30) Units, more particularly described as follows:

- (1) Building XII shall contain seventeen (17) Units and be comprised of the following Unit types:

- (A) Three (3) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of

approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Four (4) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1");

(C) Seven (7) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2"); and

(D) Three (3) four (4) bedroom/four (4) bath Units of approximately 2,933 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 225 square feet, and a Limited Common Element deck of approximately 483 square feet ("Unit Type C").

(2) Building XIII shall contain thirteen (13) Units and be comprised of the following Unit types:

(A) Four (4) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Three (3) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

(C) Six (6) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of

approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase II, provided that Phase II will include no less than twenty-seven (27) nor more than thirty-two (32) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase II and add it to the Condominium, there shall be twenty-four (24) uncovered parking spaces and thirty (30) covered parking spaces constructed as part of Phase II, as shown on Exhibit B of the Declaration, and submitted to Condominium ownership as part of Phase II of the Condominium. The uncovered parking spaces will be Common Elements and the covered parking spaces will be Limited Common Elements. If the Developer constructs Phase II to contain thirty (30) Units, each Condominium Unit Owner in Phase II shall be assigned one (1) covered parking space. At the time of conveyance of the Units in Phase II, the Developer will assign to each Phase II Unit Owner the exclusive right to use one (1) covered parking space. If the Developer elects to decrease or increase the number of Units built in connection with Phase II, then the Developer will construct and assign a covered parking space to each Unit Owner in Phase II. Such assignment shall be in writing but shall not be recorded in the public records. Notwithstanding any provision to the contrary, the Developer reserves the right to assign and re-assign the handicap spaces to such Unit Owners as Developer determines such parking spaces should be assigned to in its sole and absolute discretion.

B. Phase III. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase III, if added to the Condominium, will, consist of the property legally described as Phase III on Exhibit A-1 attached hereto and the improvements located thereon, including three Buildings ("Building VII", "Building XI" and "Building XIV"), containing eighteen (18) Units, more particularly described as follows:

- (1) Building VII shall contain six (6) Units and be comprised of the following Unit types:
 - (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing

a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

(C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

(2) Building XI shall contain six (6) Units and be comprised of the following Unit types:

(A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

(C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened

lanai of approximately 217 square feet ("Unit Type B-2").

(3) Building XIV shall contain six (6) Units and be comprised of the following Unit types:

- (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
- (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and
- (C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase III provided that Phase III will include no less than sixteen (16) nor more than nineteen (19) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, to in its sole and absolute discretion, to construct Phase III and add it to the Condominium, the Common Elements in Phase III will include fifteen (15) uncovered parking spaces and the Condominium shall also contain a driveway for each Unit in Phase III, as shown on Exhibit B of this Declaration. The driveways are Limited Common Elements and each Unit Owner shall have the exclusive right to use the driveway labeled with the same Unit number as the Unit acquired by the Unit Owner (as shown on the Graphic Description and Plot Plan

attached as Exhibit B), subject to the easement set forth in paragraph 8(h) of this Declaration.

C. Phase IV. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase IV, if added to the Condominium, will, consist of the property legally described as Phase IV on Exhibit A-1 attached hereto and the improvements located thereon, including two Buildings ("Building IX" and "Building X"), containing thirty (30) Units, more particularly described as follows:

- (1) Building IX shall contain seventeen (17) Units and be comprised of the following Unit types:
 - (A) Three (4) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
 - (B) Four (4) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1");
 - (C) Seven (7) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2"); and
 - (D) Three (4) four (4) bedroom/four (4) bath Units of approximately 2,933 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 225 square feet, and a Limited Common Element deck of approximately 483 square feet ("Unit Type C").
- (2) Building X shall contain thirteen (13) Units and be comprised of the following Unit types:
 - (A) Four (4) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai

of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

- (B) Three (3) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and
- (C) Six (6) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase IV provided that Phase IV will include no less than twenty-seven (27) nor more than thirty-two (32) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase IV and add it to the Condominium, there shall be thirty-four (34) uncovered parking spaces and thirty (30) covered parking spaces constructed as part of Phase IV, as shown on Exhibit B of the Declaration, and submitted to Condominium ownership as part of Phase IV of the Condominium. The uncovered parking spaces will be Common Elements and the covered parking spaces will be Limited Common Elements. If the Developer constructs Phase IV to contain thirty (30) Units, each Condominium Unit Owner in Phase IV shall be assigned one (1) covered parking space. At the time of conveyance of the Units in Phase IV, the Developer will assign to each Phase IV Unit Owner the exclusive right to use one (1) covered parking space. If the Developer elects to decrease or increase the number of Units built in connection with Phase IV, then the Developer will construct and assign a covered parking space to each Unit Owner in Phase IV. Such assignment shall be in writing but shall not be recorded in the public records. Notwithstanding any provision to the contrary,

the Developer reserves the right to assign and re-assign the handicap spaces to such Unit Owners as Developer determines such parking spaces should be assigned to in its sole and absolute discretion.

D. Phase V. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase V, if added to the Condominium, will, consist of the property legally described as Phase V on Exhibit A-1 attached hereto and the improvements located thereon, including two Buildings ("Building VI", and "Building VIII"), containing twelve (12) Units, more particularly described as follows:

- (1) Building VI shall contain six (6) Units and be comprised of the following Unit types:

- (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

- (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

- (C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

- (2) Building VIII shall contain six (6) Units and be comprised of the following Unit types:

- (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of

approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

- (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

- (C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase V provided that Phase V will include no less than eleven (11) nor more than thirteen (13) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase V and add it to the Condominium, the Common Elements in Phase V will include thirteen (13) uncovered parking spaces and the Condominium shall also contain a driveway for each Unit in Phase V, as shown on Exhibit B of the Declaration. The driveways are Limited Common Elements and each Unit Owner shall have the exclusive right to use the driveway labeled with the same Unit number as the Unit acquired by the Unit Owner (as shown on the Graphic Description and Plot Plan attached as Exhibit B), subject to the easement set forth in paragraph 8(h) of the Declaration.

E. Phase VI. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase VI, if added to the Condominium, will, consist of the property legally described as Phase VI on Exhibit A-1 attached hereto and the improvements located thereon, including three Buildings ("Building XIX", "Building XX" and "Building XXI"), containing forty-three (43) Units, more particularly described as follows:

- (1) Building XIX shall contain fifteen (15) Units and be comprised of the following Unit types:

- (A) Four (4) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
 - (B) Three (3) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1");
 - (C) Five (5) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2"); and
 - (D) Three (3) four (4) bedroom/four (4) bath Units of approximately 2,933 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 225 square feet, and a Limited Common Element deck of approximately 483 square feet ("Unit Type C").
- (2) Building XX shall contain fifteen (15) Units and be comprised of the following Unit types:
- (A) Six (6) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
 - (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1");
 - (C) Four (4) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet

of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2"); and

- (D) Three (3) four (4) bedroom/four (4) bath Units of approximately 2,933 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 225 square feet, and a Limited Common Element deck of approximately 483 square feet ("Unit Type C").
- (3) Building XXI shall contain thirteen (13) Units and be comprised of the following Unit types:
 - (A) Four (4) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
 - (B) Three (3) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1");
 - (C) Six (6) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase VI provided that Phase VI will include no less than thirty-nine (39) nor more than forty-six (46) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase VI and add it to the Condominium, there shall be forty-six (46) uncovered parking spaces and forty-three (43) covered parking spaces constructed as part of Phase VI, as shown on Exhibit B of the Declaration, and submitted to

Condominium ownership as part of Phase VI of the Condominium. The uncovered parking spaces will be Common Elements and the covered parking spaces will be Limited Common Elements. If the Developer constructs Phase VI to contain forty-three (43) Units, each Condominium Unit in Phase VI shall be assigned one (1) covered parking space. At the time of conveyance of the Units in Phase VI, the Developer will assign to each Phase VI Unit the exclusive right to use one (1) covered parking space. If the Developer elects to decrease or increase the number of Units built in connection with Phase VI, then the Developer will construct and assign a covered parking space to each Unit Owner in Phase VI. Such assignment shall be in writing but shall not be recorded in the public records. Notwithstanding any provision to the contrary, the Developer reserves the right to assign and re-assign the handicap spaces to such Unit Owners as Developer determines such parking spaces should be assigned to in its sole and absolute discretion. In addition, if the Developer elects, in its sole and absolute discretion to construct Phase VI and add it to the Condominium, the Developer also will construct a swimming pool and deck, which shall be Common Elements.

F. Phase VII. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase VII, if added to the Condominium, will, consist of the property legally described as Phase VII on Exhibit A-1 attached hereto and the improvements located thereon, including four Buildings ("Building XVI", "Building XVII", "Building XVIII" and "Building XXII"), containing twenty-four (24) Units, more particularly described as follow:

- (1) Building XVI shall contain six (6) Units and be comprised of the following Unit types:
 - (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
 - (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a

Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

- (C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").
- (2) Building XVII shall contain six (6) Units and be comprised of the following Unit types:
- (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");
 - (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and
 - (C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").
- (3) Building XVIII shall contain six (6) Units and be comprised of the following Unit types:
- (A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a

Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

(C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

(4) Building XXII shall contain six (6) Units and be comprised of the following Unit types:

(A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

(C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase VII provided that Phase VII will include no less than twenty-two (22) nor more than twenty-six (26) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase VII and add it to the Condominium, the Common Elements in Phase VII will include twenty-four (24) uncovered parking spaces and the Condominium shall also contain a driveway for each Unit in Phase VII, as shown on Exhibit B of the Declaration. The driveways are Limited Common Elements and each Unit Owner shall have the exclusive right to use the driveway labeled with the same Unit number as the Unit acquired by the Unit Owner (as shown on the Graphic Description and Plot Plan attached as Exhibit B) subject to the easement set forth in paragraph 8(h) of the Declaration.

G. Phase VIII. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase VIII, if added to the Condominium, will, consist of the property legally described as Phase VIII on Exhibit A-1 attached hereto and the improvements located thereon, including one Building ("Building XV"), containing thirteen (13) Units, more particularly described as follows:

(1) Building XV shall contain thirteen (13) Units and be comprised of the following Unit types:

(A) Four (4) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

(B) Three (3) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

(C) Six (6) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing

a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase VIII provided that Phase VIII will include no less than twelve (12) nor more than fourteen (14) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase VIII and add it to the Condominium, there shall be twelve (12) uncovered parking spaces and thirteen (13) covered parking spaces constructed as part of Phase VIII, as shown on Exhibit B of this Declaration, and submitted to Condominium ownership as part of Phase VIII of the Condominium. The uncovered parking spaces will be Common Elements and the covered parking spaces will be Limited Common Elements. If the Developer constructs Phase VIII to contain thirteen (13) Units, each Condominium Unit in Phase VIII shall be assigned one (1) covered parking space. At the time of conveyance of the Units in Phase VIII, the Developer will assign to each Phase VIII Unit the exclusive right to use one (1) covered parking space. If the Developer elects to decrease or increase the number of Units built in connection with Phase VIII, then the Developer will construct and assign a covered parking space to each Unit Owner in Phase VIII. Such assignment shall be in writing but shall not be recorded in the public records. Notwithstanding any provision to the contrary, the Developer reserves the right to assign and re-assign the handicap spaces to such Unit Owners as Developer determines such parking spaces should be assigned to in its sole and absolute discretion.

H. Phase IX. Subject to the Developer's right to increase or decrease the number of Units and Buildings as described below, Phase IX, if added to the Condominium, will consist of the property legally described as Phase IX on Exhibit A-1 attached hereto and the improvements located thereon, including one Building ("Building IV"), containing six (6) Units, comprised of the following Unit types:

(1) Building IV shall contain six (6) Units and be comprised of the following Unit types:

(A) Two (2) four (4) bedroom/four (4) bath Units of approximately 2,422 square feet of living area, with each Unit containing

a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 219 square feet, and a Limited Common Element deck of approximately 100 square feet ("Unit Type A");

- (B) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet, a Limited Common Element screened lanai of approximately 217 square feet, and a Limited Common Element deck of approximately 135 square feet ("Unit Type B-1"); and

- (C) Two (2) three (3) bedroom/three (3) bath Units of approximately 1,921 square feet of living area, with each Unit containing a garage of approximately 280 square feet and a Limited Common Element screened lanai of approximately 217 square feet ("Unit Type B-2").

The Developer may, however, (i) increase or decrease the number of Units and Buildings in Phase IX provided that Phase IX will include no less than five (5) nor more than six (6) Units and (ii) modify the floor plans of the Units as provided herein.

If the Developer elects, in its sole and absolute discretion, to construct Phase IX and add it to the Condominium, the Condominium shall contain a driveway for each Unit in Phase IX, as shown on Exhibit B of the Declaration. The driveways are Limited Common Elements and each Unit Owner shall have the exclusive right to use the driveway labeled with the same Unit number as the Unit acquired by the Unit Owner (as shown on the Graphic Description and Plot Plan attached as Exhibit B), subject to the easement set forth in paragraph 8(h) of the Declaration.

The contemplated Graphic Description and Plot Plan showing the approximate locations of the proposed Buildings and improvements, which may be submitted to this Condominium in Phases II, III, IV, V, VI, VII, VIII and IX is set forth in Exhibit B to the Declaration. The overall exterior appearance of the proposed Buildings may substantially differ from Buildings I, II, III and V. In addition, the Developer has retained the right to modify the Plot Plan as to configuration, size and dimensions of the Buildings and Units provided that no Unit shall be less than 1000 square feet of air conditioned living area nor more than 4,500 square feet of air conditioned living

area. Moreover, the Developer retains the right to modify the floor plans of the Units by increasing or decreasing the number of bedrooms and/or bathrooms in any Unit, provided that no Unit shall contain more than five (5) bedrooms and/or five (5) bathrooms nor less than one (1) bedroom and/or one (1) bathroom and/or by modifying the location, arrangement, size and/or number of any interior rooms. Accordingly, Buildings and Units which are added to the Condominium may be substantially different from the other Buildings and Units in the Condominium. The Developer also reserves the right to make nonmaterial changes in the legal description of each Phase.

The Developer reserves the right in its sole and absolute discretion to add recreational and other commonly used facilities without the consent of the Unit Owners or the Association, but is not obligated to add same. If facilities are added by the Developer, the Common Expenses of the Association and the Unit Owner's maintenance expenses may increase. Such recreational and other commonly used facilities that may be added or increased shall be whatever facilities Developer, in its sole discretion, deems necessary or desirable in connection with developing The Residences at World Golf Village.

I. Developer Reservation. Developer, its successor or assigns, shall have the right to develop all or any part of the property described in Exhibit A-1 of this Declaration, not added as a Phase in any manner it deems appropriate, including as separate and distinct condominiums or residential subdivisions; provided said development is consistent with zoning regulations. Developer may, but shall not be obligated, to develop the lands described in Exhibit A-1, as one or more additional sections of the Condominium. Developer reserves the right in its exclusive discretion to control the mixture and location of buildings and other improvements in future sections of the Condominium. Developer, at its option, may provide for a separate condominium or homeowners association to operate any one or more of the separate condominiums or subdivisions. The Association, any other condominium or homeowners association created, and the Unit Owners in each phase and/or residential subdivision shall have a perpetual non-exclusive easement for utilities, drainage, and ingress and egress over, under, and through those portions of the common elements and common areas not occupied by the building(s) of each of the other separate condominiums or subdivisions, and such easement shall survive the termination of any other phases and/or sections. Phases need not be added in any particular order. Developer reserves the right in its exclusive discretion to control the mixture and location of the buildings and other improvements in any future section of The Residences Development until the Declaration of Condominium and condominium plat of such section or the subdivision plat for the subdivision, as the case may be, is recorded in the Public Records of St. Johns County, Florida, notwithstanding any prior master plan, artist's renderings in sales literature or brochures, or other representations.

J. Recreational and Other Commonly Used Facilities. There are no recreational or other commonly used facilities for the Condominium except for the uncovered parking spaces indicated on the Survey, Graphic Description, and Plot Plan contained herein as Exhibit B and located on the lands legally described in Exhibit A attached hereto.

The Developer reserves the right to add additional recreational and other commonly used facilities to the Condominium without the consent of the Unit Owners or the Association, but is not obligated to add same. If facilities are added by the Developer to the Condominium, the Common Expenses of the Association and the Unit Owner's maintenance expense may increase. Such recreational and other common facilities that may be added shall be whatever facilities Developer, in its sole discretion, deems necessary or desirable in connection with developing the Condominium.

The Unit Owners shall have an obligation to contribute to the payment of expenses for maintenance, repair, replacement and insurance for such recreational and other commonly used facilities constructed as a part of the Condominium, based on each Unit Owner's undivided percentage share in the Common Expenses as set forth in Paragraph 11 of this Declaration. Each Unit Owner's undivided percentage share in the Common Expenses is computed based upon the ratio of one over the total number of all Units in the Condominium. The Unit Owners in the Buildings where the Limited Common Element elevators are located shall equally share the Limited Common Expenses attributable to the Limited Common Element elevators. There is a lien right against each Unit to secure the payment of assessments coming due for the use, maintenance, upkeep or repair of the recreational or commonly used facilities. The Unit Owner's failure to make these payments may result in foreclosure of the lien.

5. AMENDMENT OF DECLARATION ADDING PHASES:

A. Notwithstanding anything to the contrary herein, the Developer expressly reserves the right to amend this Declaration so as to submit to condominium form of ownership the additional Phases set forth in Paragraph 4 herein, together with improvements thereon, as part and parcel of this Condominium without the consent thereto by the Association, Unit Owners other than the Developer, lienors or mortgagees of Units. The Developer may amend this Declaration as aforescribed by recording an amendment (or amendments) of this Declaration in the Public Records of St. Johns County, Florida, which amendment (or amendments) shall describe and submit the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium, whether or not elsewhere required for amendments.

B. Developer presently contemplates submitting the eight (8) Phases described in Paragraph 4 hereof to the Condominium form of ownership as part of this Condominium, and all the Phases added as part of this Condominium must be added within seven (7) years after the date on which this Declaration of Condominium is recorded in the Public Records of St. Johns County, Florida. In the event any of the Phases are not so developed by said date, the Phase not developed will not become part of the Condominium and will not share in the Common Elements, Common Surplus and Common Expenses of this Condominium and Developer or its successors shall have the right to develop said property in any manner it deems appropriate and consistent with zoning regulations. Developer may, but shall have no obligation, to develop the lands described in Exhibit A-1 as additional phases of the Condominium or as separate condominiums and to submit them to separate and distinct condominium ownership similar to this Condominium.

C. In the event Developer develops all of the lands described in Exhibit A-1 as additional separate condominiums or subdivisions of The Residences Development, the total number of condominium units in all sections of The Residences Development and/or residential dwelling units in all subdivisions of The Residences Development may total, but will not exceed 200. It is contemplated that the Association will be the condominium association responsible for the operation and management of all condominiums, if developed as separate condominiums of The Residences Development; provided, however, Developer, at its option, may provide for a separate condominium association to operate and manage any one or more of the separate condominiums. Unless otherwise provided in the Declaration of Condominium for each separate condominium of The Residences Development, the owners of a vested present interest in the fee title to any of the condominium units in any section of The Residences Development which is operated and managed by the Association shall automatically be members of the Association and shall be entitled to the same voting rights as are extended herein to Unit Owners in Phase I submitted hereby. If the lands are developed as separate condominiums, the operation of such additional condominium(s) by the Association shall not constitute and is not intended to result in a merger of the Common Elements, and each separate condominium section of The Residences Development if so developed, shall constitute a separate and distinct condominium or subdivision from all other actions. If the Developer elects in its sole and absolute discretion to build residential subdivisions in a section of The Residences Development, the Developer may in its sole and absolute discretion create a homeowners association to manage and operate same.

D. Unless limited by the Declaration for a particular subdivision, all Unit Owners, lessees and guests of a condominium or other residential unit on any of the Lands described in Exhibit A-1 to this Declaration, shall have and are hereby granted a perpetual, non-exclusive license (subject to termination as provided herein) for the use of any recreational or common facilities constructed in

any Phase that becomes a part of this Condominium (provided such recreational or common facilities are Common Elements), subject to the following conditions of use:

- (a) All such users must abide by all non-discriminatory rules and regulations promulgated by the Board of Directors of the Association; and
- (b) The unit owner in any such separate condominium must pay an annual use fee to the Association, established by the Board of Directors of the Association. The use fee shall be reasonably based on a pro rata sharing by all such unit owners and unit owners in The Residences Development of the expenses of insuring, maintaining, operating, and repairing the recreational and other common facilities. The fee will be established on an annual basis and shall be due and payable in such manner as the Board of Directors of the Association determines. The requirement to pay the annual use fee does not apply to any members of the Association.

If a Unit Owner fails to abide by the rules and regulations promulgated by the Board of Directors of the Association or to pay its annual use fee to the Association, the Unit Owner's license to use said recreational or common facilities shall terminate and the Unit Owner shall be prohibited from using such recreational or common facilities.

E. The addition of each Phase to the Condominium shall cause the Common Elements of the added Phase to merge with the Common Elements of Phase I. If and when subsequent Phases are added, the percentages of ownership of the Common Elements attributable to each Unit shall be determined in the manner set forth in Paragraph 11 herein. All Limited Common Elements of each Phase added shall be only for the exclusive use of the Unit Owners designated to use same by the Developer pursuant to the Amendment to Declaration of Condominium adding said Phase.

6. UNIT IDENTIFICATION. The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership is set forth as Phase I on the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit B. Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit B and made a part hereof, so that no such Condominium Unit bears the same designation as any other such Condominium Unit.

7. CHANGE IN PLANS AND SPECIFICATIONS. The Developer is hereby authorized to make changes in the plans and specifications and construction methods and materials during the construction of improvements on said Property, so long as such changes do not conflict with the Condominium Act.

8. EASEMENTS AND RIGHTS OF ACCESS. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services. Easements as may be required for utility services in order to adequately serve the Condominium Property or any Condominium Unit, Limited Common Element or Common Element, including, but not limited to, electricity, gas, telephones, security, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and any electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner. A Unit Owner shall do nothing within or outside his Condominium Unit that interferes with or impairs the utility services using these easements. The Association shall have a right of access to each Condominium Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Condominium Unit or Condominium Units; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Unit Owner's permitted use of the Condominium Unit and, except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support. Every portion of a Condominium Unit contributing to the support of a Building or an adjacent Condominium Unit shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit, if

any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth. There shall be easements for overhanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

(g) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, driveways, paths, lanes and walks as the same may from time to time exist upon the Common Elements and the Limited Common Elements, including but not limited to the driveways; and for vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes. In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the Condominium Property, their guests and invitees, their mortgagees, successors and assigns, expressly

reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the Condominium Property, if such property is submitted to the Condominium Form of Ownership.

(j) Grant of Additional Easements; Modifications and Termination. The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

(k) Cross Easements. Developer, for itself and for the owners of residences constructed on the lands shown on Exhibit A-1 attached, and the association(s) operating such lands shown on Exhibit A-1 attached, reserves a perpetual non-exclusive easement for utilities, drainage and ingress and egress, together with the right to maintain and repair same, over, under and across those portions of the Common Elements of this Condominium not occupied by a building. Further, Developer hereby grants to the Association and the Unit Owners a non-exclusive perpetual easement for utilities, drainage, parking and ingress and egress, together with the right to maintain and repair same, over, under and across the portions of the lands described on Exhibit A-1 not ultimately occupied by building(s) constructed by Developer or its successors or assigns.

9. DEVELOPER'S UNITS AND PRIVILEGES. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Condominium Units to any person approved by it, subject to the terms of Paragraph 22, unless prohibited by law. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect

signs, place employees in the office, models and sales centers, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to maintain a sales office, and to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph. The Developer reserves the right to have an independent third party operate within the Common Elements and provide additional services for Unit Owners and such service will be paid specifically by the Unit Owners on a use basis only. If a Unit Owner does not use the service, the Unit Owner will not be charged any fees.

10. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in Section 712.103, Florida Statutes, the following items:

(1) Easements through Condominium Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to the Condominium Units and to Common Elements;

(2) Easements of support in every portion of a Condominium Unit which contributes to the support of other Condominium Units and/or Common Elements;

(3) Installations for the furnishing of utility services to the Common Elements or to a Condominium Unit other than the Condominium Unit containing the installation;

(4) The property and installations in connection therewith required for the furnishing of services to more than one Condominium Unit or to the Common Elements including, but not limited to, the guest elevator(s), if any, and stairway(s), if any;

(5) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Condominium Units in the Condominium;

(6) Cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities;

(7) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;

(8) Roads installed on the Condominium property by the Developer or any third party with the approval of the Developer that have not been dedicated to the State of Florida or a political subdivision thereof;

(9) Thirty (30) covered parking spaces;

(10) Each stairwell and breezeway, as depicted on the Survey, Graphic Description and Plot Plan attached as Exhibit B, shall be a Common Element; and

(11) The surface water management system for the land.

(b) The Limited Common Elements, as hereinabove defined, shall include within its meaning, the following items:

(1) Lanai and Deck Areas. The lanai and deck areas of each Unit, as more particularly shown on the Graphic Description and Plot Plan attached hereto as Exhibit B, which use shall be limited to the Owners of the Units to which said lanai and deck areas are attached; and

(2) Driveways. The driveways, as shown on the Graphic Description and Plot Plan attached as Exhibit B to this Declaration shall be a Limited Common Element for the exclusive use of the Unit Owners designated by the Developer to use same.

(3) Elevators. Each elevator, as labeled on the Graphic Description and Plot Plan attached as Exhibit B to this Declaration, shall be a Limited Common Element of the Units located in the Building where the elevator is located.

Notwithstanding any provision to the contrary, amendments to the Common Elements may be made as provided for in Chapter 718.110 (5) and 718.110 (6), Florida Statutes.

Unit Owners shall not do anything within their Units or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property.

11. Percentage of Ownership of Common Expenses and Common Surplus. The undivided share of the Common Expenses and ownership of the Common Elements and Common Surplus attributable to each Condominium Unit shall be computed upon the following basis:

(a) The Developer has not considered the size of the Unit in apportioning the Common Expenses and in determining the ownership of Common Elements and Common Surplus. Each Unit in Phase I has an undivided one-twenty-fourth (1/24th) share in the ownership of the Common Elements and the Common Surplus, and in apportioning the Common Expenses. With respect to Limited Common Expenses for the Limited Common Element elevators, the Unit Owners in the Buildings where the Limited Common Element elevators are located shall equally share the Limited Common Expenses attributable to the Limited Common Element elevators.

(b) If and when the Developer elects to submit additional phases to Condominium ownership, the percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit of the prior phases shall be automatically adjusted and the new percentage of the undivided ownership interest in the Common Elements appurtenant to each Unit Condominium at that time shall be determined by dividing one by the total number of Units which have been submitted to the Condominium ownership. Thus, for example, if and when Phase II is added to the Condominium and assuming that Phase II will have thirty (30) Units, each Unit in Phase I and Phase II will have appurtenant to it a one-fifty-fourth (1/54th) undivided ownership interest in the Common Elements and the Common Surplus. The adjusted fractional undivided ownership interest in the Common Elements attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to Condominium ownership pursuant to the Declaration.

12. COMMON EXPENSES AND COMMON SURPLUS.

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium ownership, as set forth in Paragraph 11 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Paragraph 11 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium ownership pursuant to this Declaration.

13. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC., the Articles of Incorporation of which are attached hereto as Exhibit C

and are made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit D and are made a part hereof as though set out in full herein.

14. MEMBERSHIP IN THE ASSOCIATION.

(a) The Association shall at all times maintain a register setting forth names of the Owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, the purchaser or transferee shall notify the Association in writing of his or her interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which purchaser or transferee has acquired his or her interest in the Condominium Unit. Further, the Owner of each Condominium Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Condominium Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Condominium Unit and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) The Developer and all persons hereinafter owning an interest in the Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of St. Johns County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(c) An Owner or Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting member. If any Condominium Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting member for that Condominium Unit. Failure by all Owners of a Condominium Unit (except in the case of a husband and wife who are the sole owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit.

The appearance at any meeting of any co-owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting member for each Condominium Unit which he or it owns, and may cast one (1) vote for each such Condominium Unit.

(d) There shall be one (1) voting member for each Condominium Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting members who are to be elected annually in accordance with the Articles and Bylaws; provided, at all times there may only be an odd number of Directors on the Board.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

15. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by affirmative vote of sixty-seven percent (67%) of the Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other record owners of liens thereon. However, if such amendment is only for the purpose to correct an error or omission in this

Declaration or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the Bylaws and recorded among the Public Records of St. Johns County; provided, however, that the property rights of the Unit Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Condominium Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration approved by the Board or a majority of the Unit Owners. The amendment to the Declaration shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed and recorded in the Public Records of St. Johns County, Florida.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the Bylaws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this Paragraph 15(c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) Notwithstanding the foregoing, no amendment shall materially alter or modify the appurtenances to any Condominium Unit, nor change the proportion or percentage by which the Owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon and unless all the record owners of all other Units shall join in the execution of the amendment to the Declaration which in any way relates to a change in the

percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Condominium Unit. Moreover, no amendment may be made to this Declaration which would affect the surface water management system, including the water management portions of the Common Elements, without the prior written approval of the St. John's Water Management District.

(e) Notwithstanding any provision of this Declaration to the contrary, mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and no mortgagee shall unreasonably withhold its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the owner of any Condominium Unit shares the common expenses and owns any common surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees. In the event that mortgagee consent to any amendment to this Declaration is provided other than by a properly recorded joinder, such consent shall be evidenced by an affidavit of an officer of the Association recorded in the Public Records of St. Johns County, Florida. This Paragraph may not be amended without the consent of the Developer and all of the mortgagees of Condominium Units.

(f) Notwithstanding any provision to the contrary, in the event of conflict between this Paragraph and Paragraph 5, the terms of Paragraph 5 shall control. The Developer has the right to amend the Declaration so as to submit to Condominium form of ownership the additional Phases set forth in Paragraph 4 of the Declaration, together with improvements thereon as part and parcel of this Condominium without the consent thereto by the Association, Unit Owners other than the Developer, lienors or mortgagees of Units.

16. TYPE OF OWNERSHIP. Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Special Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

17. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws.

(b) Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 20, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Condominium Unit concerned the Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utility and water used in common for the benefit of the Condominium or if not separately metered for each unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Condominium Units for their benefit, including, but not limited to, charges for all gray water used to irrigate the Common Elements, cleaning and janitorial services for the Common Elements and Limited Common Elements, cable television or other common technology services and liability incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies), and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities. Also, the Unit Owners will also deliver to the Association the assessment payments due to The Amenities Association for The Residences, Inc., the Master Association (as defined herein) and the Residential Association (as defined herein), which amounts will be remitted by the Association to the respective association.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the portions or shares set forth in Paragraphs 11 and 12 hereinabove. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board

of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Unit Owners shall designate when they are due and payable.

(f) The Association has a lien on each Condominium Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest (as described in Paragraph 17(g) below), which are incident to the collection of the assessment with respect to said Condominium Unit or enforcement of the lien. The lien is effective from and shall relate back to the last to occur of the recording of this Declaration of Condominium or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of St. Johns County and provide for the description of the Condominium Unit, the name of the record owner, the name and address of the Association, the amount due and the due dates.

(g) In addition to the lien rights set forth above, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment.

(h) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not

maintain an office or agent for service of process at a location which was known to or reasonably discovered by the Mortgagee.

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the assessment, since the Developer guarantees to each Unit Owner that assessment of Common Expenses of the Condominium imposed upon each Unit Owner (other than the Developer) will not exceed Three Hundred Eighty-eight and 93/100 Dollars (\$388.93) per month for the period beginning upon recording this Declaration through the remainder of first fiscal year, Four Hundred Twenty-seven and 82/100 Dollars (\$427.82) per month for the period for the second fiscal year, and Four Hundred Seventy and 60/100 Dollars (\$470.60) per month for the period from the first day of the third fiscal year through the end of the guarantee period. The guarantee period commences with the recording of this Declaration and continues until the expiration of twenty four (24) months from the date of recording this Declaration or turnover of control of the Association, whichever occurs earlier ("Initial Termination Date"). The Association's fiscal year shall be from January 1 through December 31, unless the Board determines otherwise. During such period, the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. After the Initial Termination Date, the Developer will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board, provided the guarantee amount shall remain the same as the last period set forth above.

(k) Although the assessments are not part of the Common Expenses, unless required that the assessment is paid directly to the respective association, each Unit Owner shall pay to the Association all assessments required by The Amenities Association for The Residences, Inc., the Saint Johns Northwest Master Association, Inc., and the Saint Johns Northwest Residential Association, Inc. The Association shall remit to the respective Associate its assessments paid by the Unit Owners.

18. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association. The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Elements, including, but not limited to all stairways, walkways, outside lighting and all landscaping on the Common Elements, and

(2) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property. The expenses incurred by the Association to maintain same shall be Common Expenses.

(3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained and all roads located on the Condominium Property that have not been dedicated and accepted by the State of Florida or a political subdivision thereof.

(4) All Limited Common Elements except as described in subparagraph 18(b) of this Declaration.

(5) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(6) All driveways and garage doors, excluding garage door openers.

(7) The Limited Common Element elevators, although the expenses for maintaining, repairing and replacing same shall be paid by the Unit Owners in the Buildings where the elevators are located in equal shares as a Limited Common Expense.

(b) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(1) All portions of the Condominium Unit, if any, except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and doors on the exterior of his Condominium Unit, and framing for same, terraces, any improvements on

said terraces. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(2) The air conditioning and heating systems exclusively serving the Unit Owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(3) All lanais, patios, decks, balconies, terraces, or lanais and any private fountains.

(4) Within the Owner's Condominium Unit, all cabinets, electrical fixtures, appliances, security systems, water heaters, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, garage door openers, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property.

No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association, including, but not limited to, the landscaping of the Common Elements, without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

Notwithstanding anything herein to the contrary, the cost and expense of any maintenance, repair or replacement of the Condominium Property necessitated by the negligence, misuse or neglect of a specific Unit Owner(s) shall be the sole responsibility of said Unit Owner(s).

(c) At the option of the Association:

The Association may, at its own expense:

(1) Use and expend the assessments collected, to maintain, care for and preserve the Condominium Property, except those portions thereof which are expressly required to be maintained, cared for and preserved by the Unit Owners and except that assessments for reserves shall be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interest of the Association at a duly called meeting;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Condominium Unit or Condominium Units. Whenever it is necessary to enter any Condominium Unit for the purpose of performing any such maintenance, repair and replacement, the Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Condominium Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors and provide to the Association the security code to any alarm, if any;

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise; abate nuisances and enjoin or seek damages from the Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Building and the

Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property; or

(7) To pay any charge, assessment or tax imposed by any improvement district or special taxing district.

19. ENFORCEMENT OF MAINTENANCE. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Paragraph 18 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory non-binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division.

20. INSURANCE. The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements, Limited Common Elements and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners covered by the policy without naming them and their mortgagees to the extent of their respective interests. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (as described in Paragraph 20(n)) (if appointed). All policies shall provide thirty (30) days' notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Unit Owners. Each Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. The insurance coverage acquired by the Association does not protect a Unit Owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings, ceilings coverings, living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. It shall be the obligation of the

individual Unit Owner to purchase and pay for any insurance covering such risks.

(b) Coverage.

(1) Casualty insurance coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Condominium Property.

(2) Public liability coverage in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the Unit Owners as a group.

(3) Workers' compensation coverage to meet legal requirements.

(4) Flood insurance coverage to meet legal requirements.

(5) Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disperse funds to the Association" means those individuals authorized to sign checks, and the president, secretary and the treasurer of the Association. If the Association's annual gross receipts do not exceed \$100,000.00, the bond shall be in the principal sum of not less than \$10,000.00 for each such person. If the Association's annual gross receipts exceed \$100,000.00, but do not exceed \$300,000.00, the bond shall be in the principal sum of \$30,000.00 for each such person. If the Association's annual gross receipts exceed \$300,000.00, the bond shall be in the principal sum of not less than \$50,000.00 for each person. The Association shall bear the cost of bonding.

(6) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums upon such insurance policies purchased by the Association shall be a Common Expense. If any policy of insurance is canceled, the Association shall give notice to each mortgagee listed in the roster of mortgagees.

(d) Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee (if appointed) as agent for the Association, the Unit Owners and their mortgagees. The duty of the

Insurance Trustee shall be to receive the insurance proceeds and other funds that are paid to it and hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

(1) Unit Owners. An undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Condominium Unit.

(2) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association if such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Unit Owner and mortgagee.

(e) Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

(f) Association as agent. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(g) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(1) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged Condominium Property shall be reconstructed and repaired.

(2) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Unit

Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the required number of Unit Owners and mortgagees have consented to such termination.

(3) Binding Decision. The Board of Directors of the Association's decision as to whether or not less than two-thirds (2/3) of the Condominium Units are tenantable after a casualty shall be binding upon all Unit Owners.

(h) Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein.

(i) Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the voting interests.

(j) Assessments, determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.

(k) Disbursement of Funds. The funds held by the Insurance Trustee (if appointed) after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(1) Termination of the Condominium. If the Condominium is terminated by failure of the Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the Unit Owners and their mortgagees of the damaged Condominium Units to compensate them for the cost of reconstruction and repair. The Unit Owners and their mortgagees of the damaged Condominium Unit shall receive a share equal to the estimated cost of reconstruction and repair of the damage in each Condominium Unit as it bears to the total of these costs in all

damaged Condominium Units; provided, however, that no Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination, and shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

a. If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) upon the order of the Association in payment of these costs.

b. If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

c. If there is a balance of insurance proceeds after payment of the cost of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged Condominium Units who have responsibility for reconstruction and repair of their Condominium Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. If there is a mortgage upon a Condominium Unit, the distribution shall be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(1) Benefit of mortgages. The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Unit Owners, and may be enforced by any such mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to the Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Condominium Unit.

(m) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Unit Owners at reasonable times.

(n) Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses. The Insurance Trustee, if so appointed, shall be a bank or trust company in Florida, with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds.

21. CONDEMNATION AND EMINENT DOMAIN.

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with an Insurance Trustee (if appointed), and in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 26 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed

in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenantable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(1) The Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Condominium Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Unit Owner and his mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenantable, the award for the taking of the Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The award shall be paid jointly to all Unit Owners and the mortgagees of Condominium Units not tenantable and in an amount equal to the market value of the Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(2) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will

continue as owners of Condominium Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(5) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one (1) of whom shall be selected by the Association, one by the Unit Owner, and one by the appraiser so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

22. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial owners who are financially responsible and thus protect the value of the Units, the transfer of Units by any Unit Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists which provisions each Unit Owner covenants to observe:

(1) Sale. There are no restrictions on the sale of a Unit.

(2) Lease. No Unit Owner may lease any Unit for a period of less than seven (7) days, nor without prior approval of the Association. The Association shall have the power to disapprove leases and reject the application for approval of a lease where a Unit Owner is not current in the payment of assessments unless the Unit Owner brings the assessment payments current. In the event a

Unit Owner leases his or her Unit, the Unit Owner shall comply, to the extent applicable, with the requirements set forth in Chapter 509, Florida Statutes, pertaining to a "public lodging establishment". Moreover, no Condominium Unit shall be used or sold on a "time-share" basis.

23. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a Condominium Parcel must include all elements thereof as afore-described and appurtenances thereto, whether or not specifically described, including but not limited to the Unit Owner's share in the Common Elements and the Limited Common Elements and his or her Association membership. The shares in the Common Elements appurtenant to a Unit are undivided and no action for partition for the Common Elements shall lie. Further, the undivided share in the Common Elements shall not be separated from the Condominium Unit and the share in the Common Elements appurtenant to a Condominium Unit cannot be conveyed or encumbered except together with the Condominium Unit.

24. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than two (2) persons per bedroom, excluding visitors and guests.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the Land. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at

the election of the Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted on the Land.

(c) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

(d) Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(e) Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

(f) No Owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

(g) Each Unit Owner may identify his or her Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(h) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit or, Common Element or Limited Common Element; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors, except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

(i) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Unit Owner or person in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(j) Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

(k) No Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(l) Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through, or under him do likewise.

(m) Each Unit Owner or resident shall allow the Association or its authorized agent to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(n) Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a unit except by a plumber or electrician licensed by law in St. Johns County, Florida.

(o) All garbage trash containers shall be located within designated closed in areas in such a manner as to be out of view of the street and neighboring and adjacent units.

(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of

electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(q) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors.

(r) Solar collectors shall be permitted only at locations and on structures as are first approved in writing by the Board of Directors.

(s) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(t) No household pets shall be permitted by Unit Owners on the Condominium Property, except as approved by the Board of Directors in writing, which approval is subject to the Board's sole and absolute discretion. All permitted pets must be contained in the Owner's Condominium Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Condominium Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed.

(u) A change in the design, material or location of all exterior mail boxes must first be approved in writing by the Board of Directors.

(v) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(w) No Unit Owner shall change, modify, or alter the floor covering on the terraces installed by the Developer without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the terraces.

(x) Personal property of Unit Owners including bicycles, mopeds, and similar items shall be kept in the Condominium Units or storage areas for the Condominium Unit, if any, except when in use.

(y) Unit Owners shall not use the guest parking spaces for their own personal use.

(z) All window coverings shall be lined with a color on the side exposed to the public acceptable to and approved by the Association.

(aa) All garage doors shall remain closed, except for when entering or exiting the garage.

(ab) The use of golf carts in area of the Common Elements, except by the Developer's sales agents, are prohibited.

(ac) Unit Owners may not install any film coating on the windows of their Unit that would change the color of the windows.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration.

25. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit A hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Building to any of the residents of the Condominium, while such uncompleted Building is under construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time be necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities and, where necessary, for the proceeding from one portion of the Condominium Property to the other, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress.

as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

26. TERMINATION. The Condominium may be terminated in the following manner:

(a) Except as provided in Paragraph 20(g)(2), the termination of the Condominium may be effected by unanimous agreement of all Unit Owners and all mortgagees holding mortgages on said Condominium Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of St. Johns County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

27. COVENANTS. All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration.

28. INVALIDATION AND OPERATION.

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Unit, whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

29. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for

the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

30. HURRICANE SHUTTERS. Unit Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications concerning color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to provisions of Section 718.3026, Florida Statutes, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units, or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes has been installed, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this paragraph without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expense of installing and repairing hurricane shutters by the Board shall constitute a Common Expense, although a Unit Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation costs assigned to each Unit.

31. CONSENT BY MORTGAGEES. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Paragraph 15, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty (30) days shall be deemed to have approved such addition or amendment.

32. NOTICE TO INSTITUTIONAL MORTGAGEES. Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

33. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall have the following rights:

(a) Upon written request of an Institutional Mortgagee to the Association any Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and financial statement of the Association.

34. COMBINED UNITS. A Unit Owner may purchase two adjacent Condominium Units and customize and combine said Units to form one living residence; provided, said construction is performed in accordance with all applicable governmental regulations and building codes and said construction does not affect the structural integrity and soundness of any other Unit nor the Building. Moreover, for purposes of ascertaining the undivided share of the Common Expenses, the percentage share of ownership interest in the Common Surplus and Common Elements, voting rights and payment of assessments, the combined Unit shall still be deemed as separate Units, as reflected on the Graphic Description and Plot Plan.

35. THE AMENITIES FOR THE RESIDENCES. The Condominium Property is subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of The Amenities for The Residences, recorded in O.R. Book _____, beginning on Page _____, of the Public Records of St. Johns County, Florida, as it may be amended from time to time (the "Amenities Declaration"). The Amenities Declaration provides, among other things, that every member of The Amenities Association for The Residences, Inc. (the "Amenities Association") shall have a right of enjoyment and use in and easement to the common areas as described in the Amenities Declaration ("Amenities Association Common Areas"), which right and easement shall be appurtenant to, and shall pass with the title to, every Unit, subject to the right of the Amenities Association to charge reasonable admission, assessments and other fees for the use and maintenance of the Amenities Association Common Areas, and for other

property as more particularly described in the Amenities Declaration. Membership in the Amenities Association is mandatory and automatic with the ownership of real property in The Residences Development (which would include the ownership of a Condominium Unit in the Condominium). The Amenities Declaration provides that every member of the Amenities Association (which includes the Unit Owners) agrees to pay assessments to the Amenities Association. The assessments are currently determined on a per unit basis, and the amount of such assessments is subject to change. The assessment, together with interest and cost of collection, will be a continuing lien against each Condominium Unit against which assessment is made.

36. DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. JOHNS - NORTHWEST MASTER AND DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. JOHNS - NORTHWEST RESIDENTIAL. The Condominium Unit is located within a master planned community, which includes other residences and common areas, and is subject to, among other things, the Declaration of Covenants and Restrictions for St. Johns - Northwest Master, recorded in O.R. Book 1185, beginning on Page 595, of the Public Records of St. Johns County, Florida, as amended (the "Master Declaration"). The Master Declaration provides, among other things, that every member of the Saint Johns Northwest Master Association, Inc. (the "Master Association"), shall have a right of enjoyment and use in and easement to the Common Areas as described in the Master Declaration ("Common Areas"), which right and easement shall be appurtenant to, and shall pass with title to every unit, subject to the right of the Master Association to charge reasonable admission, assessments and other fees for the use and maintenance of the Common Areas and for other property more particularly described in the Master Declaration. Membership in the Master Association is mandatory and automatic with ownership of real property in The Residences Development (which would include the ownership of a condominium unit in the Condominium). The Master Declaration provides that every member of the Master Association (which includes the Unit Owners) agrees to pay assessments to the Master Association. The Assessments are currently determined on a per unit basis, and the amount of such assessment is subject to change. The assessment together with interest and cost of collection, will be a continuing lien against each unit against which assessment is made. The Condominium Unit is also subject to, among other things, the Declaration of Covenants and Restrictions for St. Johns - Northwest Residential, recorded in O.R. Book 1185, beginning on Page 740, of the Public Records of St. Johns County, Florida, as amended (the "Residential Declaration"). The Residential Declaration provides, among other things, that every member of the Saint Johns Northwest Residential Association, Inc. (the "Residential Association"), shall have a right of enjoyment and use in and easement to the Common Areas as described in the Residential Declaration ("Common Areas"), which right and easement shall be appurtenant to, and shall pass with title to every unit, subject to the right of the Residential Association to charge reasonable admission, assessments and other fees for the use and maintenance of the Common Areas and for other property more

particularly described in the Residential Declaration. Membership in the Residential Association is mandatory and automatic with ownership of real property in The Residences Development (which would include the ownership of a condominium unit in the Condominium). The Residential Declaration provides that every member of the Residential Association (which includes the Unit Owners) agrees to pay assessments to the Residential Association. The Assessments are currently determined on a per unit basis, and the amount of such assessment is subject to change. The assessment together with interest and cost of collection, will be continuing lien against each unit against which assessment is made.

37. CONSTRUCTION. In the case of any inconsistencies between the terms of this Declaration and the Master Declaration, the Residential Declaration or the Amenities Declaration, the terms of the more restrictive provisions shall control, unless such terms of this Declaration are prohibited by the Master Declaration, the Residential Declaration or the Amenities Declaration and, in that event, the terms of the controlling declaration shall control. The Association shall be subject to all superior rights and powers which have been conferred upon the Master Association, the Residential Association and the Amenities Association, pursuant to their respective declaration, except to the extent prohibited by law, and the Association shall take no action in derogation of the rights of, or contrary to the interest of, the Master Association, the Residential Association or the Amenities Association.

38. SECURITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE 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 CONDOMINIUM 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:

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

(ii) THE 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, ST. JOHNS COUNTY, AND/OR

ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

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

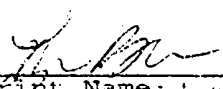
AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS AND SHALL ALSO INCLUDE THE DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

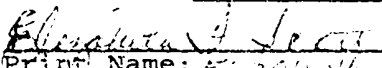
IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by the proper officers of its managing general partner thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

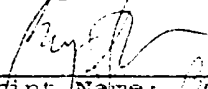
ECOVENTURE WGV, LTD.,
a Florida limited partnership

By: ECOVENTURE WGV, INC.,
a Florida corporation,
general partner



Print Name: Lynn Blaw


Print Name: Lynn Blaw

By: 

Print Name: Bryan L. Weber
Its: Vice President

(CORPORATE SEAL)

Address:
500 Royal Pines Parkway
St. Augustine, Florida 32092

STATE OF FLORIDA
COUNTY OF St. Johns

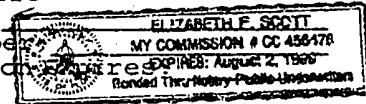
The foregoing instrument was acknowledged before me this 10th day of November, 1998, by BRYAN L. WEBER, as SENIOR V.P. of ECOVENTURE WGV, INC., a Florida corporation, general partner of ECOVENTURE WGV, LTD., a Florida limited partnership, on behalf of the corporation and on behalf of the limited partnership.
is personally known to me.

Elizabeth F. Scott
NOTARY PUBLIC

Print Name:

Serial Number:

My Commission Expires:





CONSENT OF MORTGAGEE

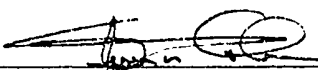
The undersigned, the holder of that certain Mortgage and recorded in Official Records Book 1230, beginning on Page 0866 of the Public Records of St. Johns County, Florida, as amended by that certain Modification of Mortgage recorded in O.R. Book 1276, beginning on Page 368 of the Public Records of St. John's County, Florida, and re-recorded in O.R. Book 1299, beginning on Page 154 of the Public Records, as amended and restated by that certain Amended and Restated Mortgage and Security Agreement, which is attached as Attachment "A" to that certain Mortgage Modification and Spreader Agreement dated March 27, 1998, and recorded in O.R. Book 1308, beginning on Page 1216 of the Public Records of St. Johns County, Florida, as further amended by that certain Third Mortgage Modification and Future Advance Agreement recorded in O.R. Book 1341, beginning on Page 1572 of the Public Records of St. Johns County, Florida (collectively, the "Mortgage"), encumbering the land described in Exhibit "A" to the Declaration of Condominium of The Residences at World Golf Village, a condominium (the "Declaration"), to which this Consent of Mortgagee is attached and for which this Consent is executed, hereby consents to said Declaration and agrees that the lien of its Mortgage, to the extent of an encumbrance upon the land described in Exhibit "A" attached to the Declaration shall be upon all of the condominium parcels of The Residences at World Golf Village, a condominium, according to the Declaration thereof, together with all of the appurtenances, including but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by Barnett Bank, N.A., a state chartered bank, or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said mortgagee to the Declaration as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with or pursuant to Florida Statutes, Chapter 718. Executed this 10th day of November, 1998.

NATIONSBANK, N.A. a national banking association, as successor by merger to BARNETT BANK, N.A.


 Print Name: MARY JO BARNEY

 Print Name: Steven L. Brooks

By: 
 Print Name: STEVEN A. COHN
 Its: Senior Vice President
 Address: 200 CENTRAL AVE, STE 1800
ST PETERSBURG, FL 33701

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th
day of November, 1998, by Steven H. Cohn, as
Sr. Vice President of NATIONSBANK, N.A., a national banking
association, on behalf of the bank. He/she is personally known to
me or has produced _____ as identification.

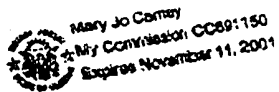

NOTARY PUBLIC

Name: MARY JO CARNEY

Serial #:

My Commission Expires: 11/11/01

3099-167-0442673.07



THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE I

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1952

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 38 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°42'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 89°42'10" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 799.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE NORTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 324.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 02°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°38'24" WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "D" AND "E" AND AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" OF PUBLIC RECORDS OF SAID COUNTY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 171.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°58'43" EAST AND A CHORD DISTANCE OF 171.62 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 77°50'20" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 45°23'19" EAST, A DISTANCE OF 99.33 FEET; THENCE DUE EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 17°21'22" EAST, A DISTANCE OF 163.71 FEET; THENCE SOUTH 88°22'42" EAST, A DISTANCE OF 75.34 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°25'58" EAST AND A CHORD DISTANCE OF 74.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°29'14" EAST, A DISTANCE OF 125.43 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°04'24" EAST AND A CHORD DISTANCE OF 79.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°39'35" EAST, A DISTANCE OF 357.48 FEET; THENCE SOUTH 63°44'22" WEST, A DISTANCE OF 162.98 FEET; THENCE NORTH 64°29'05" WEST, A DISTANCE OF 21.94 FEET; THENCE SOUTH 63°44'22" WEST, A DISTANCE OF 165.59 FEET; THENCE SOUTH 29°35'43" EAST, A DISTANCE OF 30.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 36.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°58'50" WEST AND A CHORD DISTANCE OF 64.12 FEET TO THE END OF SAID NON-TANGENT CURVE AND A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY; THENCE NORTH 26°15'38" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 329.71 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 233.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°12'39" WEST AND A CHORD DISTANCE OF 233.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.51 ACRES MORE OR LESS.

(CONTINUE LEGAL DESCRIPTION ON SHEET 10)

BAR

Surveyors • Planners • Landscape Architects • Surveyors
1986 Corporate Survey Division
Jacksonville, Florida 32214
Phone (904) 721-2991 Fax (904) 725-9171
Certification Number 1284770

EXHIBIT A

SHEET 1 OF 2

REQ. NO. 96086.07

es:788211/residenc/resconp1.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE I

OFFICIAL
RECORDS
BOOK R. 1364 PAGE 1953

LESS AND EXCEPT

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°30'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERN RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 04°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 746.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°33'24" WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 536.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "B" AND "C" OF PUBLIC RECORDS OF SAID COUNTY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.57 FEET; THENCE NORTH 63°44'22" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 48.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63°44'22" EAST, A DISTANCE OF 112.00 FEET; THENCE SOUTH 25°19'09" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 53°57'20" WEST, A DISTANCE OF 107.27 FEET; THENCE NORTH 29°35'43" WEST, A DISTANCE OF 88.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES MORE OR LESS.

EXHIBIT A
SHEET 2 OF 2

BHR

Bureau of Highway & Bridge Engineering
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Center Boulevard
Jacksonville, Florida 32216
Phone (904) 721-1791 Fax (904) 721-6171
Certification Number LB 6719

REQ. NO. 96086.07

61/88211/rns/denc/rescomp1.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE II

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1954

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, S1, JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'12" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 350.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 72°57'27" WEST, A DISTANCE OF 74.96 FEET; THENCE NORTH 83°09'49" WEST, A DISTANCE OF 240.26 FEET; THENCE NORTH 03°40'08" WEST, A DISTANCE OF 108.33 FEET; THENCE NORTH 88°11'16" WEST, A DISTANCE OF 44.71 FEET; THENCE SOUTH 86°20'25" WEST, A DISTANCE OF 168.80 FEET; THENCE NORTH 03°39'35" WEST, A DISTANCE OF 95.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 117.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°33'56" EAST AND A CHORD DISTANCE OF 104.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 87°12'33" EAST, A DISTANCE OF 33.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 50.88 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°38'04" EAST AND A CHORD DISTANCE OF 50.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°03'35" EAST, A DISTANCE OF 53.97 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 119.70 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°04'46" EAST AND A CHORD DISTANCE OF 116.55 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AND ARC DISTANCE OF 101.77 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°40'06" WEST AND A CHORD DISTANCE OF 76.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°33'20" WEST, A DISTANCE OF 64.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.56 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°49'23" WEST AND A CHORD DISTANCE OF 51.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°05'27" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 30.69 FEET SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 99.81 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°54'40" EAST AND A CHORD DISTANCE OF 99.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.89 ACRES MORE OR LESS.

BHR

Harvest Hamrick & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1909 Cypress Point Drive
Indianapolis, Florida 32116
Phone (904) 721-7791 Fax (904) 725-4171
Certification Number LA 6719

EXHIBIT A-1
SHEET 1 OF 8

REQ. NO. 96086.07

e:\28821\1\residents\rescorp2.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE III

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1955

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 72°57'27" WEST, A DISTANCE OF 74.96 FEET; THENCE NORTH 89°02'49" WEST, A DISTANCE OF 80.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°40'33" EAST, A DISTANCE OF 127.12 FEET; THENCE SOUTH 04°09'07" WEST, A DISTANCE OF 131.21 FEET; THENCE NORTH 78°55'04" WEST, A DISTANCE OF 99.72 FEET; THENCE SOUTH 11°06'52" WEST, A DISTANCE OF 141.22 FEET; THENCE NORTH 83°24'07" WEST, A DISTANCE OF 109.30 FEET; THENCE SOUTH 76°39'57" WEST, A DISTANCE OF 375.24 FEET; THENCE NORTH 16°19'04" WEST, A DISTANCE OF 128.40 FEET; THENCE NORTH 70°26'49" EAST, A DISTANCE OF 43.09 FEET; THENCE SOUTH 25°32'49" EAST, A DISTANCE OF 115.69 FEET; THENCE NORTH 80°34'37" EAST, A DISTANCE OF 111.57 FEET; THENCE NORTH 67°05'09" EAST, A DISTANCE OF 88.70 FEET; THENCE NORTH 06°09'55" EAST, A DISTANCE OF 10.47 FEET; THENCE NORTH 67°21'37" EAST, A DISTANCE OF 36.42 FEET; THENCE NORTH 04°32'16" WEST, A DISTANCE OF 138.22 FEET; THENCE SOUTH 79°36'07" EAST, A DISTANCE OF 39.97 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 74.14 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°15'48" EAST AND A CHORD DISTANCE OF 41.83 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°26'23" EAST AND A CHORD DISTANCE OF 52.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 206.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°38'43" EAST AND A CHORD DISTANCE OF 17.01 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°28'01" WEST AND A CHORD DISTANCE OF 48.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°46'40" WEST, A DISTANCE OF 55.80 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°26'27" WEST AND A CHORD DISTANCE OF 90.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°39'35" WEST, A DISTANCE OF 171.90 FEET; THENCE NORTH 86°20'25" EAST, A DISTANCE OF 168.80 FEET; THENCE SOUTH 88°11'16" EAST, A DISTANCE OF 44.71 FEET; THENCE SOUTH 03°40'08" EAST, A DISTANCE OF 108.33 FEET; THENCE SOUTH 89°09'49" EAST, A DISTANCE OF 159.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.1P ACRES MORE OR LESS.

BTR

Engineers - Planners - Landscape Architects - Surveyors
1901 Corporate Square Boulevard
Jacksonville, Florida 32218
Phone (904) 721-2991 Fax (904) 725-0171
A Professional Member L.S. 6779

EXHIBIT A-1

SHEET 2 OF 8

REQ. NO. 96086.07

01/84211/Residences at World Golf Village, Inc.

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IV

OFFICIAL
RECORDS PAGE
BOOK R. 1364 PG 1956

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 376.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17°02'33" EAST, A DISTANCE OF 46.35 FEET; THENCE SOUTH 02°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 19.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET; THENCE NORTH 06°11'58" EAST, A DISTANCE OF 23.92 FEET; THENCE DUE NORTH, A DISTANCE OF 164.23 FEET; THENCE NORTH 83°24'07" WEST, A DISTANCE OF 69.72 FEET; THENCE NORTH 11°06'52" EAST, A DISTANCE OF 141.22 FEET; THENCE SOUTH 78°55'04" EAST, A DISTANCE OF 99.72 FEET; THENCE NORTH 04°09'07" EAST, A DISTANCE OF 131.21 FEET; THENCE NORTH 05°40'33" WEST, A DISTANCE OF 127.12 FEET; THENCE SOUTH 89°09'49" EAST, A DISTANCE OF 80.98 FEET; THENCE NORTH 72°57'27" EAST, A DISTANCE OF 74.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.86 ACRES MORE OR LESS.

BTR

Barth, Heston & Associates, Inc.
Engineers • Planners • Landscape Architects • Surveyors
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EXHIBIT A-1

SHEET 3 OF 8

REQ. NO. 96096.02

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THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE V

OFFICIAL
RECORDS
BOOK 1364 PAGE 1957

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 8 SOUTH, RANGE 28 EAST, 31, JOHN'S COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 16 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.19 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 326.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°08'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 361.74 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WCV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 83°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WCV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 39°52'09" WEST, A DISTANCE OF 19.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°22'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.26 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°33'26" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.26 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO A POINT ON SAID CURVE; THENCE NORTH 66°46'36" WEST, A DISTANCE OF 102.17 FEET; THENCE NORTH 30°50'28" WEST, A DISTANCE OF 53.72 FEET; THENCE NORTH 59°00'24" WEST, A DISTANCE OF 124.13 FEET; THENCE NORTH 76°39'57" EAST, A DISTANCE OF 375.24 FEET; THENCE SOUTH 83°24'07" EAST, A DISTANCE OF 179.02 FEET; THENCE DUE SOUTH, A DISTANCE OF 164.23 FEET; THENCE SOUTH 06°11'58" WEST, A DISTANCE OF 23.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.69 ACRES MORE OR LESS.

BARR

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Certification Number 18 8739

EXHIBIT A-1
SHEET 4 OF 8

REQ. NO. 96066.07

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THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VI

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1958

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. 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THENCE SOUTH 54°53'24" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.76 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS; AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39°20'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 471.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 39°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 419.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°43'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 536.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°08'15" EAST LEAVING SAID RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.15 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 79°52'09" WEST, A DISTANCE OF 79.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 64.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.76 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°31'36" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.36 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°27'08" EAST, A DISTANCE OF 45.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.24 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°58'21" EAST AND A CHORD DISTANCE OF 60.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°30'26" EAST, A DISTANCE OF 56.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°54'13" EAST AND A CHORD DISTANCE OF 63.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°41'59" EAST, A DISTANCE OF 56.11 FEET TO THE POINT OF BEGINNING AND THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°28'44" EAST AND A CHORD DISTANCE OF 48.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°15'22" EAST, A DISTANCE OF 70.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°33'38" EAST AND A CHORD DISTANCE OF 28.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°08'06" EAST, A DISTANCE OF 52.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°45'56" EAST AND A CHORD DISTANCE OF 29.18 FEET TO THE POINT OF A COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 06°44'49" EAST AND A CHORD DISTANCE OF 179.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°10'15" WEST, A DISTANCE OF 29.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°48'44" WEST AND A CHORD DISTANCE OF 30.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°27'10" WEST, A DISTANCE OF 7.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°45'58" EAST AND A CHORD DISTANCE OF 67.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°59'06" EAST, A DISTANCE OF 37.77 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°47'58" EAST AND A CHORD DISTANCE OF 93.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°23'10" WEST, A DISTANCE OF 40.46 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°42'54" WEST AND A CHORD DISTANCE OF 94.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 88°57'22" WEST, A DISTANCE OF 60.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 49.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°22'19" WEST AND A CHORD DISTANCE OF 48.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 43°42'00" WEST, A DISTANCE OF 12.39 FEET; THENCE NORTH 75°15'21" WEST, A DISTANCE OF 27.08 FEET; THENCE NORTH 23°53'32" EAST, A DISTANCE OF 23.96 FEET; THENCE NORTH 19°20'24" EAST, A DISTANCE OF 19.12 FEET; THENCE NORTH 14°59'50" WEST, A DISTANCE OF 40.97 FEET; THENCE NORTH 01°54'55" WEST, A DISTANCE OF 29.02 FEET; THENCE NORTH 49°10'10" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 16.06 FEET; THENCE NORTH 89°51'24" EAST, A DISTANCE OF 192.35 FEET; THENCE NORTH 00°02'36" WEST, A DISTANCE OF 246.39 FEET; THENCE NORTH 15°42'07" EAST, A DISTANCE OF 145.95 FEET; THENCE NORTH 04°20'38" EAST, A DISTANCE OF 23.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.16 ACRES MORE OR LESS.

BHR

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EXHIBIT A-1

SHEET 4 OF 8

REQ. NO. 96086-07

e:\8211\residences\rescond6.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VII

OFFICIAL
RECORDS PAGE
BOOK 1364 PG 1959

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 32, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 330.00 FEET; THENCE SOUTH 04°47'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.00 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 736.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 204.81 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 42°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 232.18 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WCV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "F" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 34.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°34'10" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 45°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WCV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WCV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°38'24" WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'28" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "D" AND "E" AND AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" OF THE PUBLIC RECORDS OF SAID COUNTY) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°25'17" EAST AND A CHORD DISTANCE OF 525.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68°34'56" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET; THENCE NORTH 06°19'32" EAST, A DISTANCE OF 124.26 FEET; THENCE SOUTH 87°18'54" EAST, A DISTANCE OF 175.60 FEET; THENCE NORTH 00°02'36" WEST, A DISTANCE OF 81.91 FEET; THENCE NORTH 45°16'46" EAST, A DISTANCE OF 64.59 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°58'21" EAST AND A CHORD DISTANCE OF 56.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°54'13" EAST AND A CHORD DISTANCE OF 63.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°41'59" EAST, A DISTANCE OF 56.11 FEET; THENCE SOUTH 15°42'07" WEST, A DISTANCE OF 145.38 FEET; THENCE SOUTH 00°02'36" EAST, A DISTANCE OF 246.39 FEET; THENCE SOUTH 69°57'24" WEST, A DISTANCE OF 192.35 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 75.77 FEET; THENCE NORTH 64°48'06" WEST, A DISTANCE OF 18.24 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.34 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°41'10" WEST AND A CHORD DISTANCE OF 50.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 49°14'46" WEST, A DISTANCE OF 107.60 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°31'11" WEST AND A CHORD DISTANCE OF 41.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 173.74 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°06'28" WEST AND A CHORD DISTANCE OF 74.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°04'13" WEST, A DISTANCE OF 20.10 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.42 FEET TO A POINT ON SAID CURVE; THENCE NORTH 63°41'49" WEST, A DISTANCE OF 27.60 FEET TO A POINT ON THE AFOREMENTIONED RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°49'59" EAST AND A CHORD DISTANCE OF 79.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST, A DISTANCE OF 201.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.99 ACRES MORE OR LESS.

BTR

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EXHIBIT A-1

SHEET 6 OF 8

REQ. NO. 96008-07

exhibits/residences/rescomp7.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VIII

OFFICIAL
RECORDS PAGE
BOOK 60 R. 1364 PG 1960

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 90°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 65°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 324.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°22'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 675.22 FEET; THENCE SOUTH 33°52'09" WEST, A DISTANCE OF 19.77 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.26 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°33'26" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.36 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING; THENCE SOUTH 02°27'08" EAST, A DISTANCE OF 45.29 FEET; THENCE SOUTH 45°16'46" WEST, A DISTANCE OF 64.59 FEET; THENCE SOUTH 00°02'36" EAST, A DISTANCE OF 81.91 FEET; THENCE NORTH 87°18'54" WEST, A DISTANCE OF 175.60 FEET; THENCE SOUTH 06°31'32" WEST, A DISTANCE OF 124.26 FEET; THENCE NORTH 68°34'56" WEST, A DISTANCE OF 85.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINE PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "B" AND "C" OF THE PUBLIC RECORDS OF SAID COUNTY AND A POINT ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 533.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 02°06'48" WEST AND A CHORD DISTANCE OF 519.02 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 36.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°07'23" EAST AND A CHORD DISTANCE OF 68.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°00'24" EAST, A DISTANCE OF 124.13 FEET; THENCE SOUTH 30°50'28" EAST, A DISTANCE OF 53.72 FEET; THENCE SOUTH 66°46'36" EAST, A DISTANCE OF 102.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.87 ACRES MORE OR LESS.

BTR

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Certification Number LPI 1779

EXHIBIT A-1
SHEET 7 OF 8

REQ. NO. 96086.07

el:/08211/residenc/rescomp8.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IX

OFFICIAL
RECORDS
BOOK 1364 PAGE 1961

A PART OF SECTION 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 5 SOUTH, RANGE 28 EAST, 31ST, JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 59°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 19 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE HAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°45'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 796.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 208.25 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°52'17" WEST AND A CHORD DISTANCE OF 208.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°07'44" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 460.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WCV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1181, PAGE 740, EXHIBIT "C" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 19.27 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'56" WEST AND A CHORD DISTANCE OF 35.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°34'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 178.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 302.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°42'21" WEST AND A CHORD DISTANCE OF 410.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.64 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°28'57" WEST AND A CHORD DISTANCE OF 50.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 343.47 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°05'37" WEST AND A CHORD DISTANCE OF 342.92 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.41 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°02'12" WEST AND A CHORD DISTANCE OF 75.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 125.15 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°20'38" WEST AND A CHORD DISTANCE OF 125.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.29 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°57'11" WEST AND A CHORD DISTANCE OF 57.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.08 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°22'23" WEST AND A CHORD DISTANCE OF 62.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.52 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°41'00" EAST AND A CHORD DISTANCE OF 74.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°23'56" EAST, A DISTANCE OF 45.32 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.41 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°05'04" EAST AND A CHORD DISTANCE OF 71.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 65.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 120.27 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°34'32" EAST AND A CHORD DISTANCE OF 103.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°25'00" EAST, A DISTANCE OF 11.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 73.78 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°53'51" EAST AND A CHORD DISTANCE OF 69.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°47'18" WEST, A DISTANCE OF 50.83 FEET; THENCE NORTH 80°22'47" WEST, A DISTANCE OF 75.34 FEET; THENCE SOUTH 17°21'22" WEST, A DISTANCE OF 163.71 FEET; THENCE SUE WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 45°23'19" WEST, A DISTANCE OF 99.33 FEET; THENCE SOUTH 77°50'20" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "D" AND "E" AND AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" OF THE PUBLIC RECORDS OF SAID COUNTY AND A POINT ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 171.86 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°58'43" WEST AND A CHORD DISTANCE OF 171.62 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°10'56" EAST AND A CHORD DISTANCE OF 331.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE EASTERLY CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°08'23" EAST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE; SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°19'05" EAST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 320.21 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID ROYAL PINES PARKWAY TO A POINT IN THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WCV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.21 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°45'08" EAST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WCV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.41 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°45'17" EAST AND A CHORD DISTANCE OF 126.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.88 ACRES MORE OR LESS.

BHR

Hammock & Buckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1800 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2971 Fax (904) 721-0771
Cadd/Patent Number LA 8721

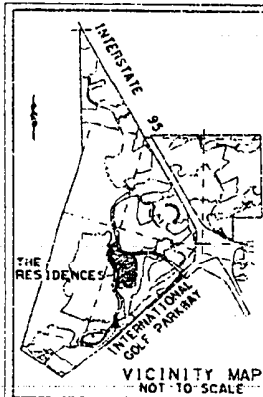
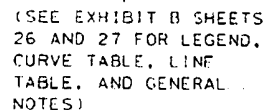
EXHIBIT A-1

SHEET 8 OF 8

REQ. NO. 94086.07

e:\86211\residenc\rescomp9.dgn

OFFICIAL
RECORDS
BOOK R. 1364 PAGE PG 1962



THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 710.04(1) OF THE FLORIDA STATUTES, THE CONSTRUCTION OF THE IMPROVEMENTS OF THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM, PHASES 1 THROUGH 3, DESCRIBED IN THIS SUBDIVISION MAP, GRANTING THE DESCRIPTION OF IMPROVEMENTS ON EXHIBIT A SHEETS 1 AND 2, EXHIBIT A-1 SHEETS 1 THROUGH 8, AND EXHIBIT B SHEETS 1 THROUGH 27, OF THE DECLARATION OF CONDOMINIUM OF THE BUILDING IS ONLY AT THIS TIME, SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF THE BUILDING AT WORLD GOLF VILLAGE, PHASES 1 THROUGH 3, AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA, SHALL BE SUFFICIENT TO DESCRIBE THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE IDENTIFICATION, LOCATIONS, AND DIMENSIONS OF THE CONDOMINIUM PROPERTY, AND FURTHER THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF EACH UNIT ARE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Engineers - Planners - Landscape Architects - Surveyors
1949 Corporate Service Professionals
Jacksonville, Florida 32218
Phone (904) 721-2501 Fax (904) 775-0174
Contributions: \$1000.00

EXHIBIT B
SHEET 1 OF 27

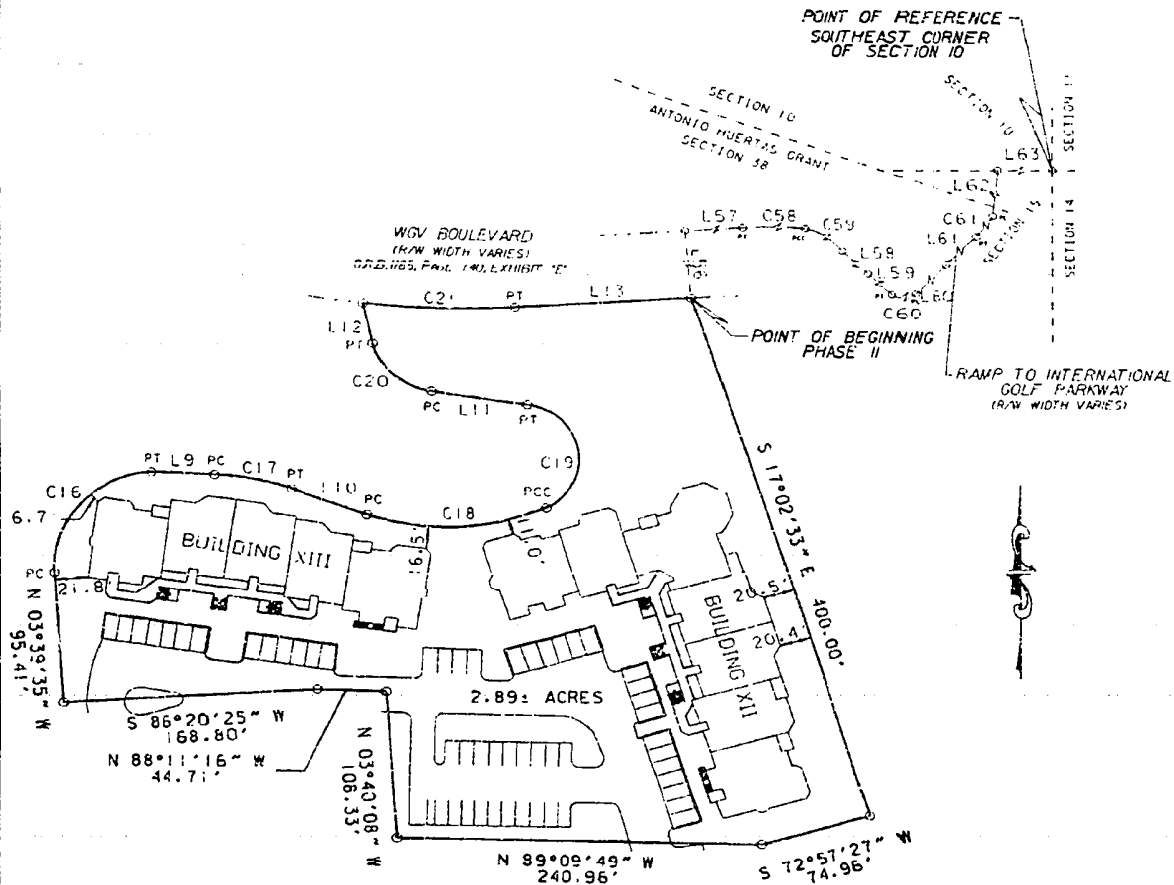
BRENDA D. CATONE FLA. P.S.M. CERT. NO 155447
DATED: OCTOBER 30, 1998 SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RABBIT SEAL OF A NARADA LICENSED SURVEYOR AND MAPPER

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE II

(SEE EXHIBIT A-1 SHEET 1 FOR LEGAL DESCRIPTION)

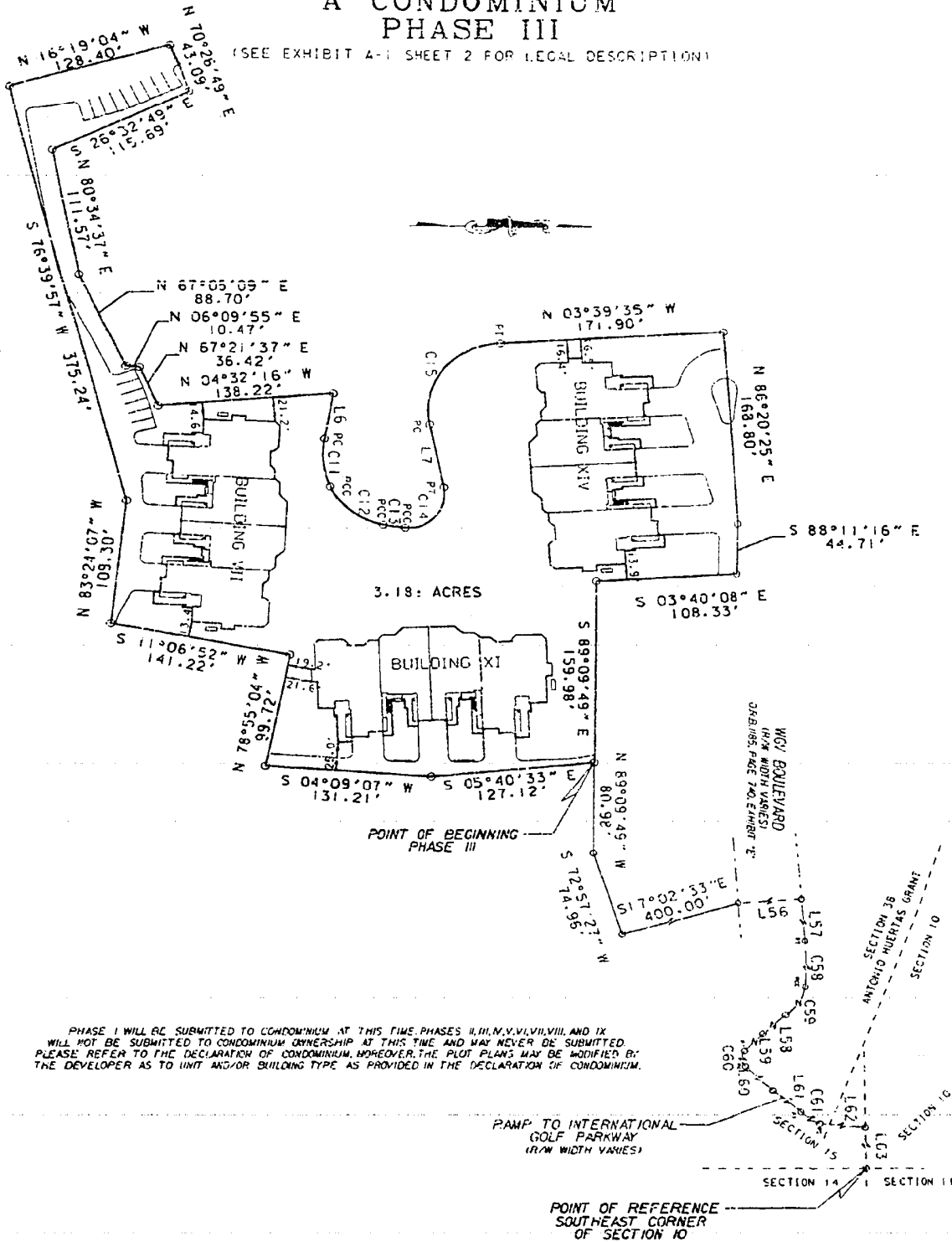
OFFICIAL
RECORDS
BOOK
PAGE
D.B. 1364 PG 1962



THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE III

OFFICIAL
RECORD
BOOK R. 1364 PAGE 196

(SEE EXHIBIT A-1 SHEET 2 FOR LEGAL DESCRIPTION)



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE LOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

PAMP TO INTERNATIONAL
GOLF PARKWAY
(R/W WIDTH VARIES)

POINT OF REFERENCE
SOUTHEAST CORNER
OF SECTION 10

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

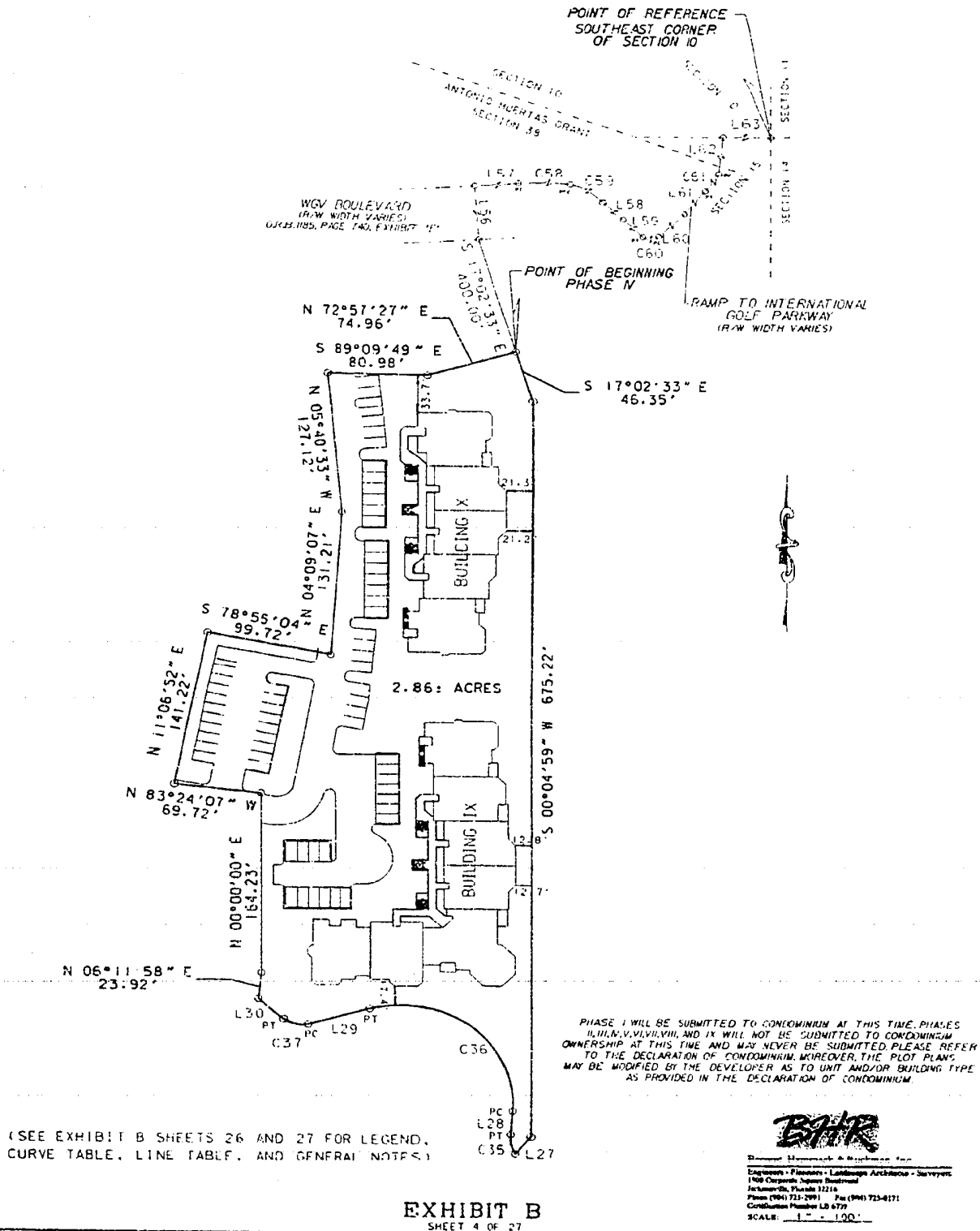
EXHIBIT B
SHEET 3 OF 27

BLR
Benson, Harnett & Rindman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1400 Corporate Square, Suite 200
Aurora, Florida 32216
Phone (904) 731-1791 Fax (904) 723-8171
Columbus, Florida 32110
SCALE: 1" = 100'

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IV

(SEE EXHIBIT A-1 SHEET 3 FOR LEGAL DESCRIPTION)

OFFICIAL
RECORDS
BOOK 1364 PG 1965



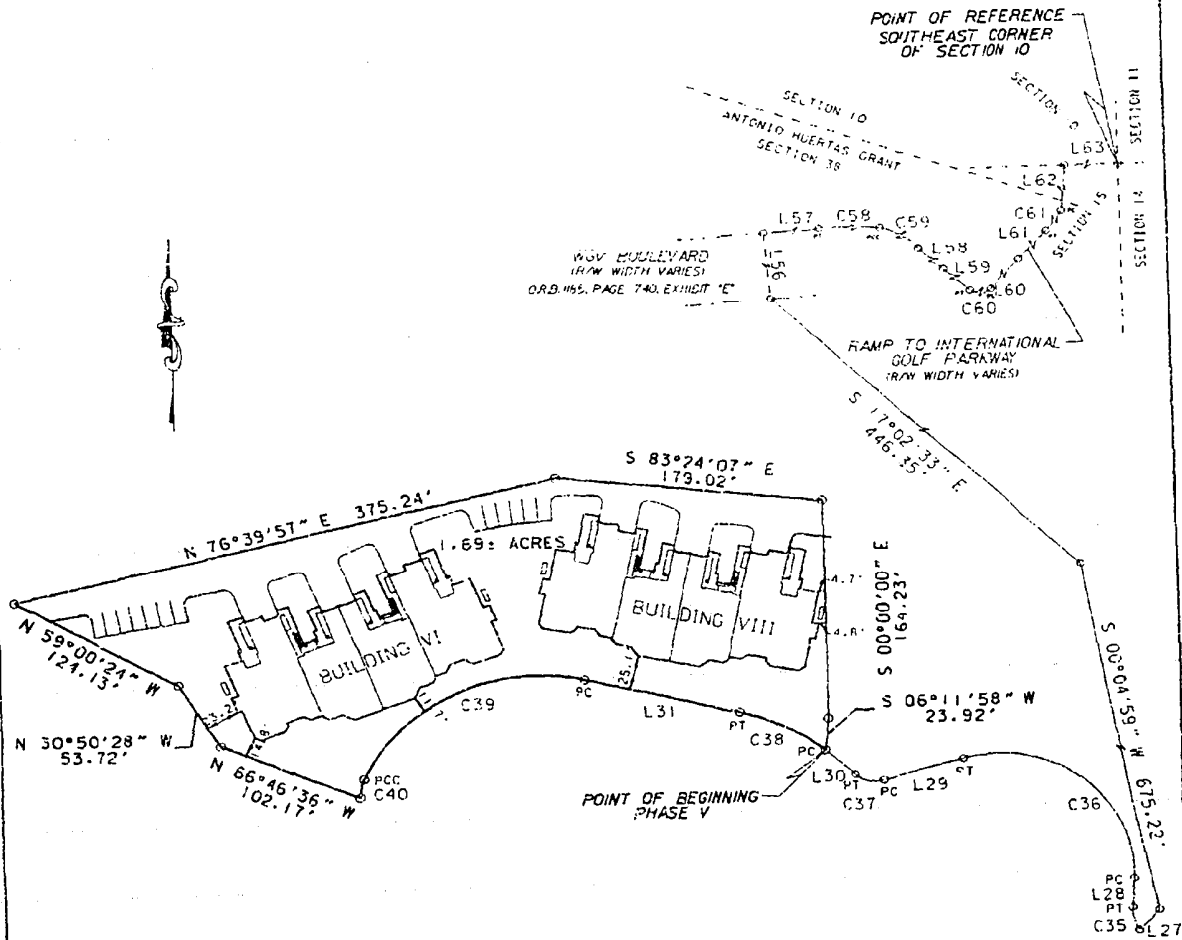
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THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE V

(SEE EXHIBIT A-1 SHEET 4 FOR LEGAL DESCRIPTION)

OFFICIAL
RECORDS
BOOK
PAGE
1364 PG 1966



(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 5 OF 27

BR
Benson, Huesman & Rockman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1040 Corporate Square Boulevard
Birmingham, Florida 33216
Phone (904) 721-2591 Fax (904) 725-6171
Certification Number LB 0791
SCALE: 1" = 100'

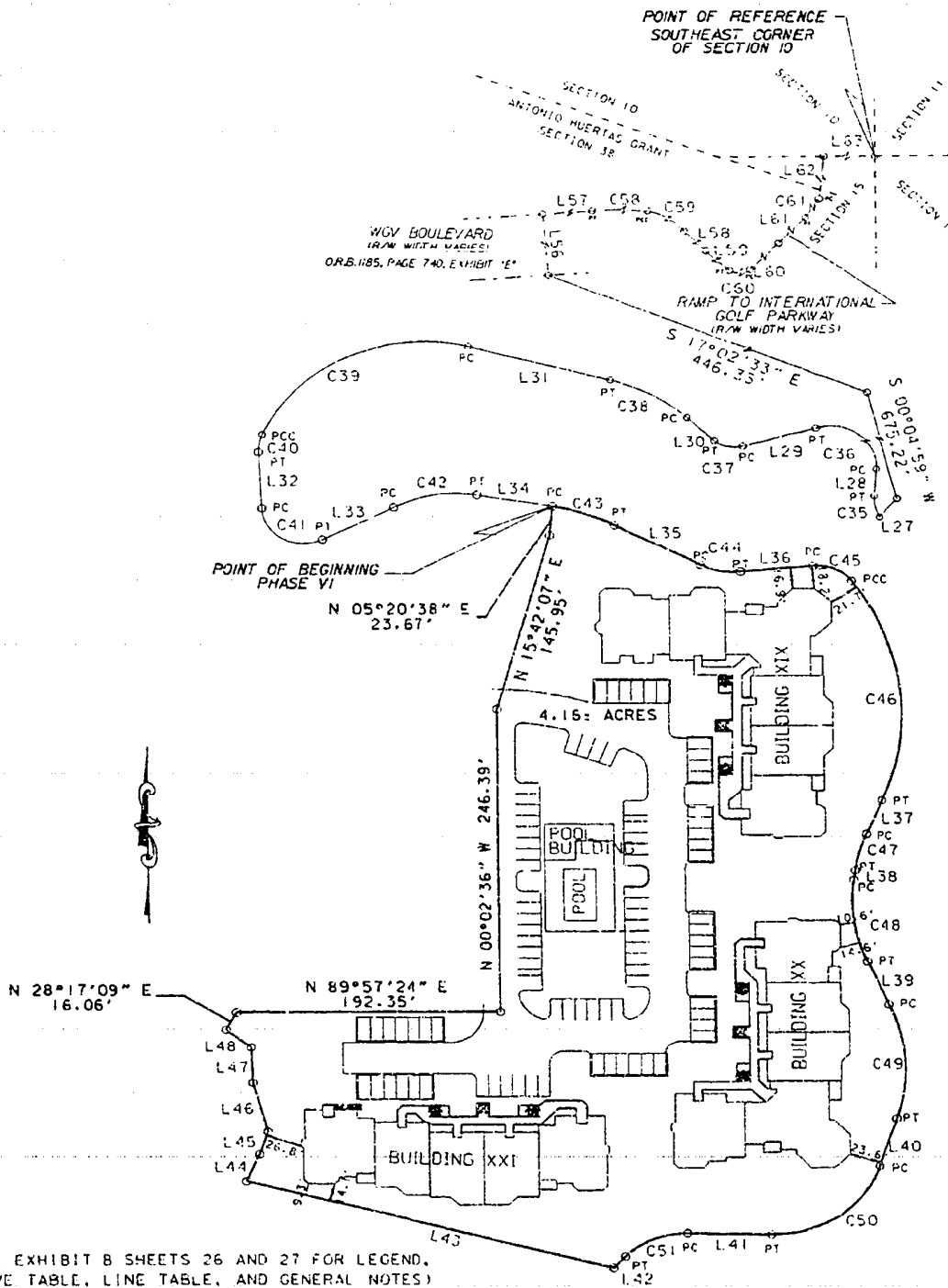
REQ. NO. 96086.07

6/15/2011, residenc/rescomp5.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VI

OFFICIAL
RECORDS
BOOK R. 1364 PAGE
PG 1967

(SEE EXHIBIT A-1 SHEET 5 FOR LEGAL DESCRIPTION)



(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE LOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 5 OF 27

BTR
Bentley, Haysmuck & Rockman, Inc.
REGISTERED PROFESSIONAL ENGINEERS, ARCHITECTS, AND SURVEYORS
1940 Corporate Square Boulevard
Jacksonville, Florida 32219
Phone (904) 721-2291 Fax (904) 775-4171
Certificate Number LB 6739
SCALE: 1" = 100'

REQ. NO. 95086.07

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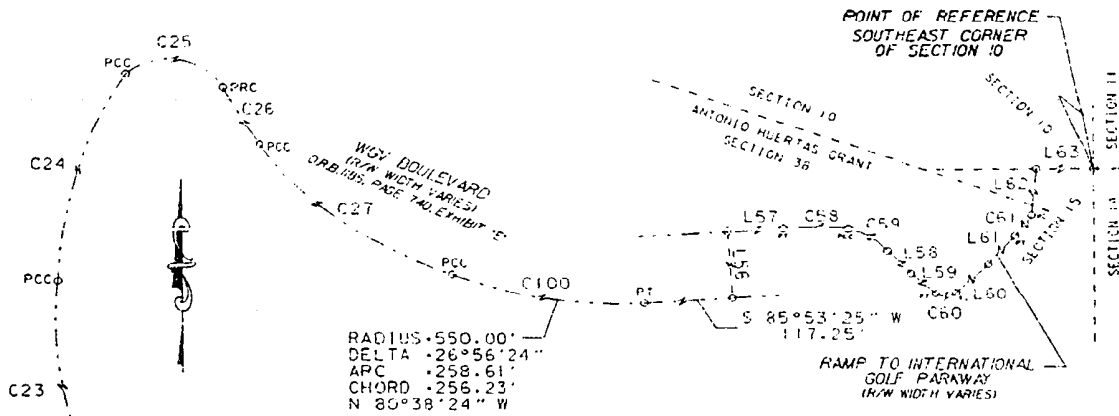
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VII

OFFICIAL
RECORDS
BOOK

PAGE

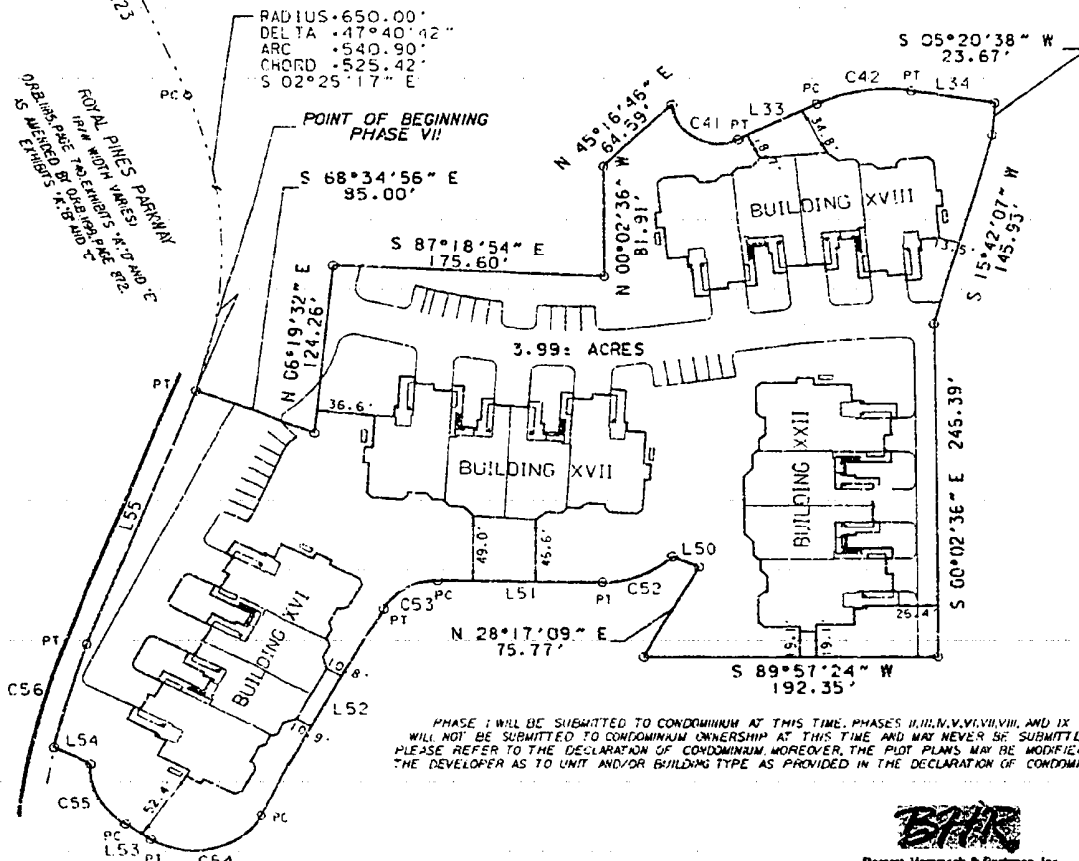
O.R. 1364 PG 1968

(SEE EXHIBIT A-1 SHEET 6 FOR LEGAL DESCRIPTION)



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CHORD	BEARING
C100	550.00'	26°56'24"	258.61'	256.23'	N 80°38'24" W
C101	950.00'	10°21'54"	171.86'	171.62'	S 06°58'43" E

(SEE SHEET 4 FOR LINE TABLE AND CURVES 1-61)



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE LOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

BMR

Blanton, Hammock & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Fort Lauderdale, Florida 33324
Phone (954) 731-2911 • Fax (954) 733-4171
Certification Number LA 6779
SCALE: 1" = 150'

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

EXHIBIT B
SHEET 7 OF 27

REQ. NO. 96086.07

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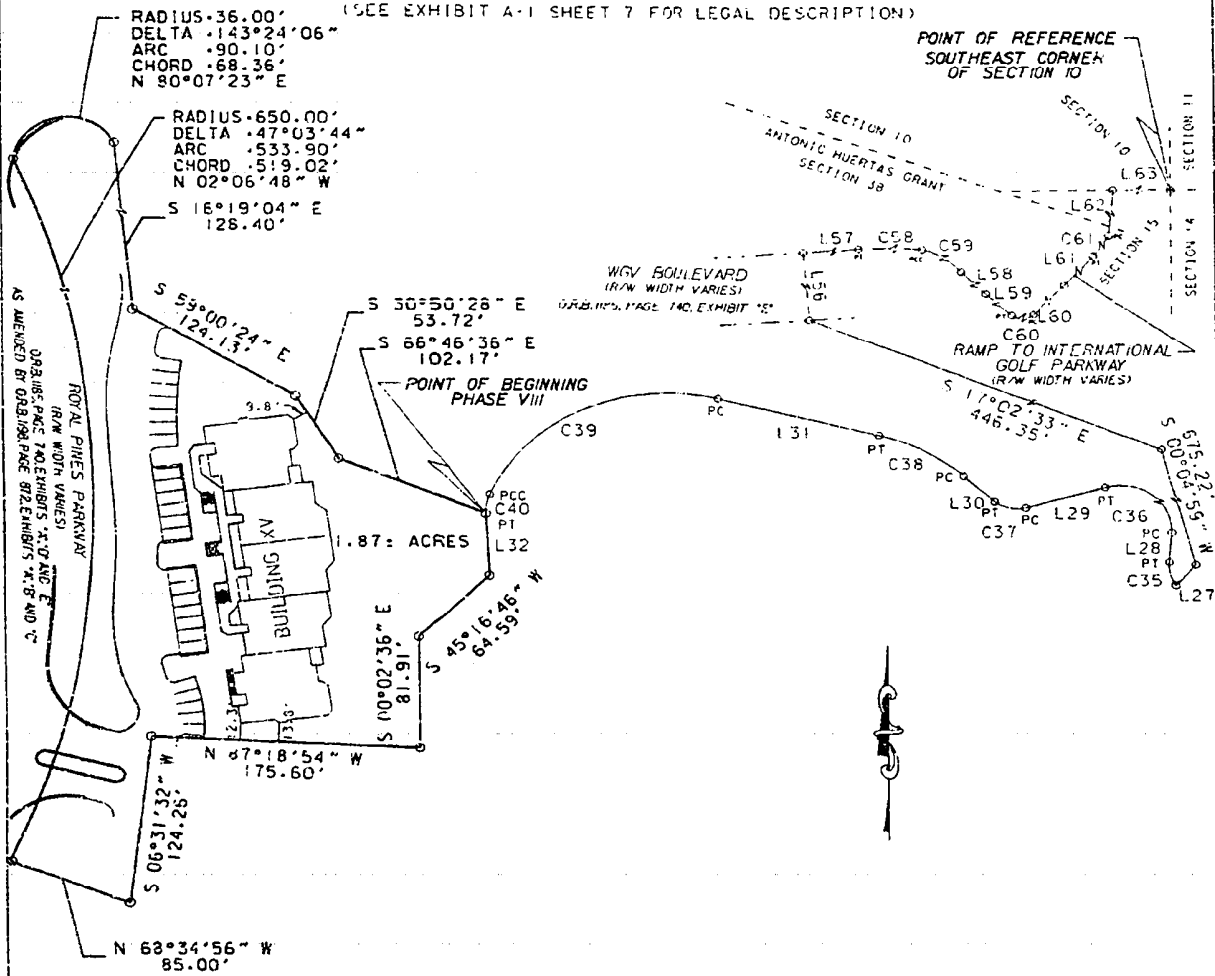
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE VIII

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1969

(SEE EXHIBIT A-1 SHEET 7 FOR LEGAL DESCRIPTION)



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

(SEE EXHIBIT B SHEETS 26 AND 27 FOR LEGEND,
CURVE TABLE, LINE TABLE, AND GENERAL NOTES)

EXHIBIT B
SHEET 8 OF 27

Deason, Hines & Ruckert, Inc.
Surveyors & Planners • Engineering • Architecture • Interiors
1901 Corporate Square
Jacksonville, Florida 32216
Phone (904) 721-7771 Fax (904) 721-0171
Certification Number LB 6799
SCALE: 1" = 100'

REQ. NO. 96086.07

01/38211/rss/ldnc/rascomp8.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM PHASE IX

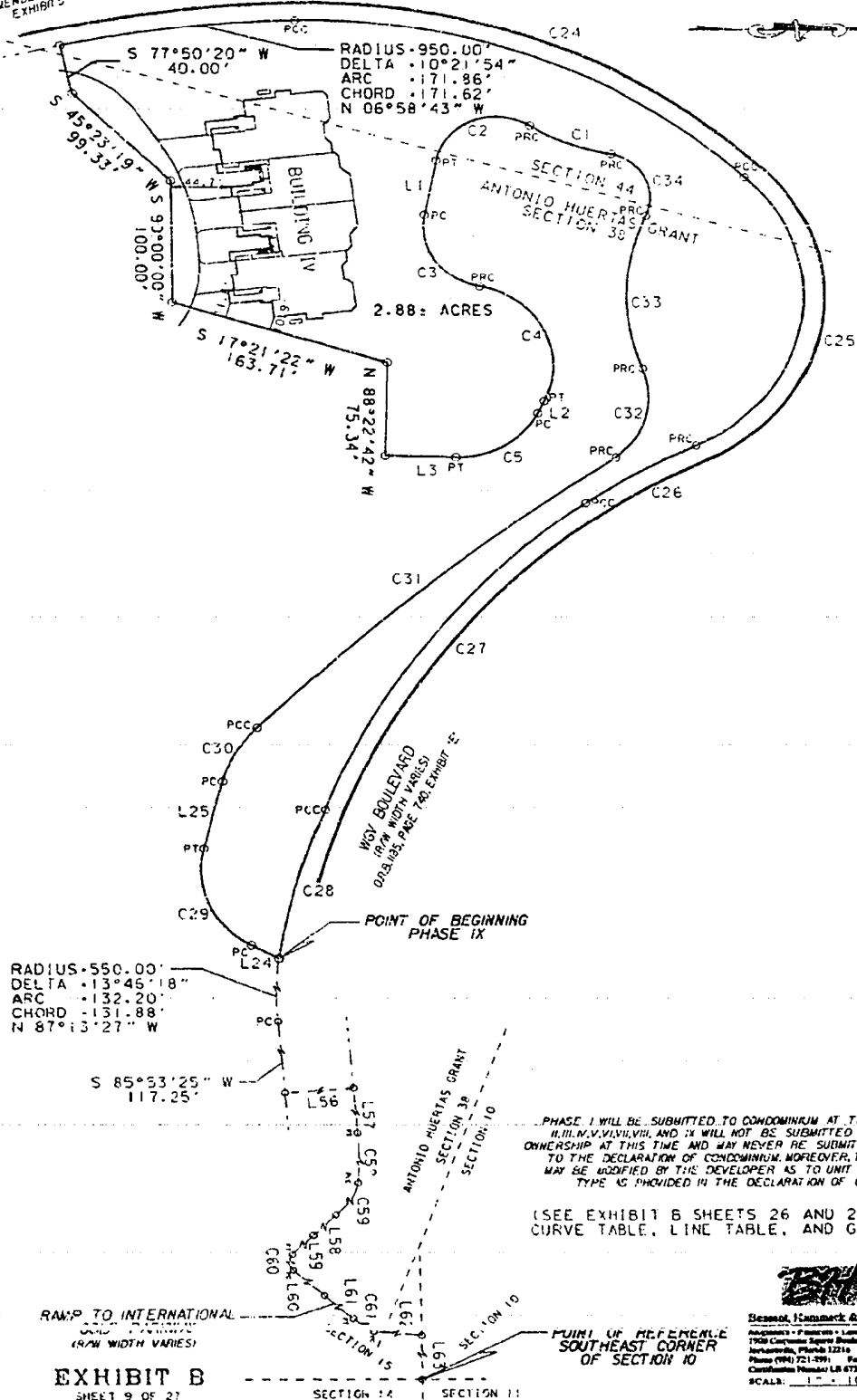
OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1970

ROYAL PINES PARKWAY
(R/W WIDTH VARIES)
O.R.B. 1855, PAGE 740, EXHIBITS "A", "D" AND "E"
AS AMENDED BY O.R.B. 1990, PAGE 872,
EXHIBITS "A", "B" AND "C"

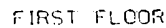
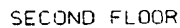
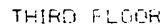
(SEE EXHIBIT A-1 SHEET 6 FOR LEGAL DESCRIPTION)



REQ. NO. 96086.07

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O.R. 1364 PG 1972



Beckert, Hartman & Kucharski, Inc.
Engineers • Planners • Landscape Architects • Surveyors
 1000 N. W. 10th Avenue, Suite 200
 Fort Lauderdale, Florida 33304
 Phone (904) 725-2991 Fax (904) 725-8111
 Certificate Number LB 6719
 DC/LE: _____ 50

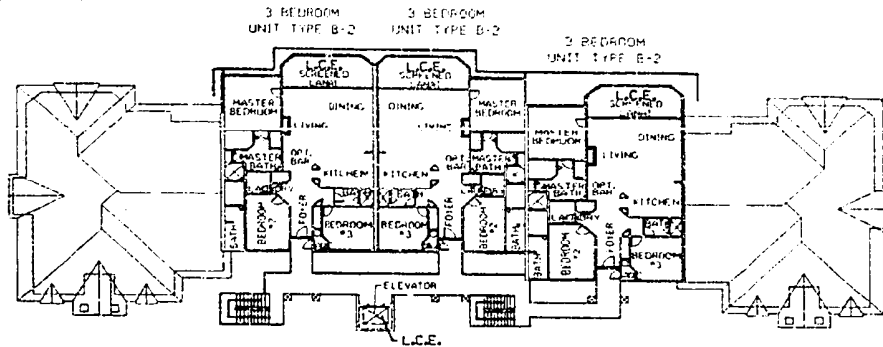
61 / 88211 / res1danc / rescon02.dgr.

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
FLOOR PLAN
BUILDINGS NO. X, XIII, XV, AND XXI

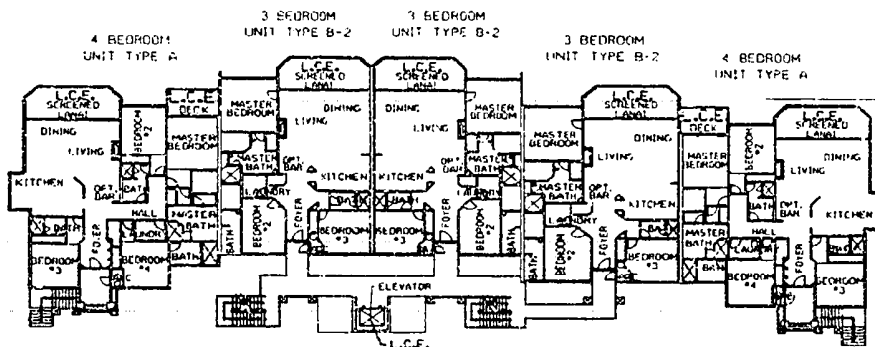
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RECORDS
BOOK

PAGE

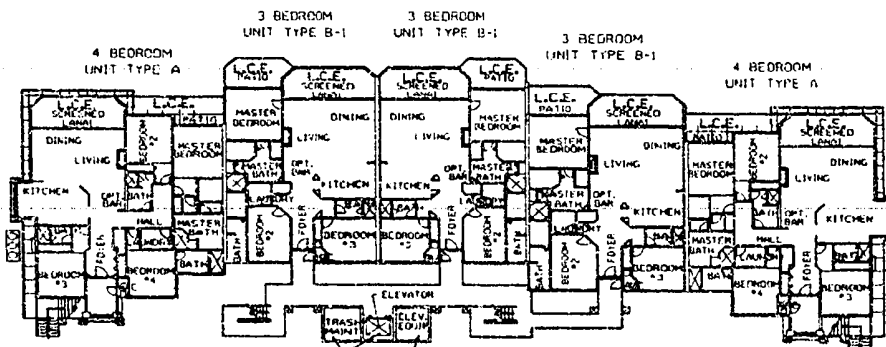
O.R. 1364 PG 1973



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

THIS FLOOR PLAN IS SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME. IT IS THE DEVELOPER'S INTENTION TO CONVEY TO THE CONDOMINIUM OWNERSHIP ONLY THE UNIT TYPE AND BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM. THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 12 OF 27

BARR
Reagent, Hammack & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1986 Corporate Square Boulevard
Jacksonville, Florida 32214
Phone (904) 721-0991 Fax (904) 721-0171
C/O: 10000 Mainline LE 8779
SCALE: 1" = 49'

REQ. NO. 96056.07

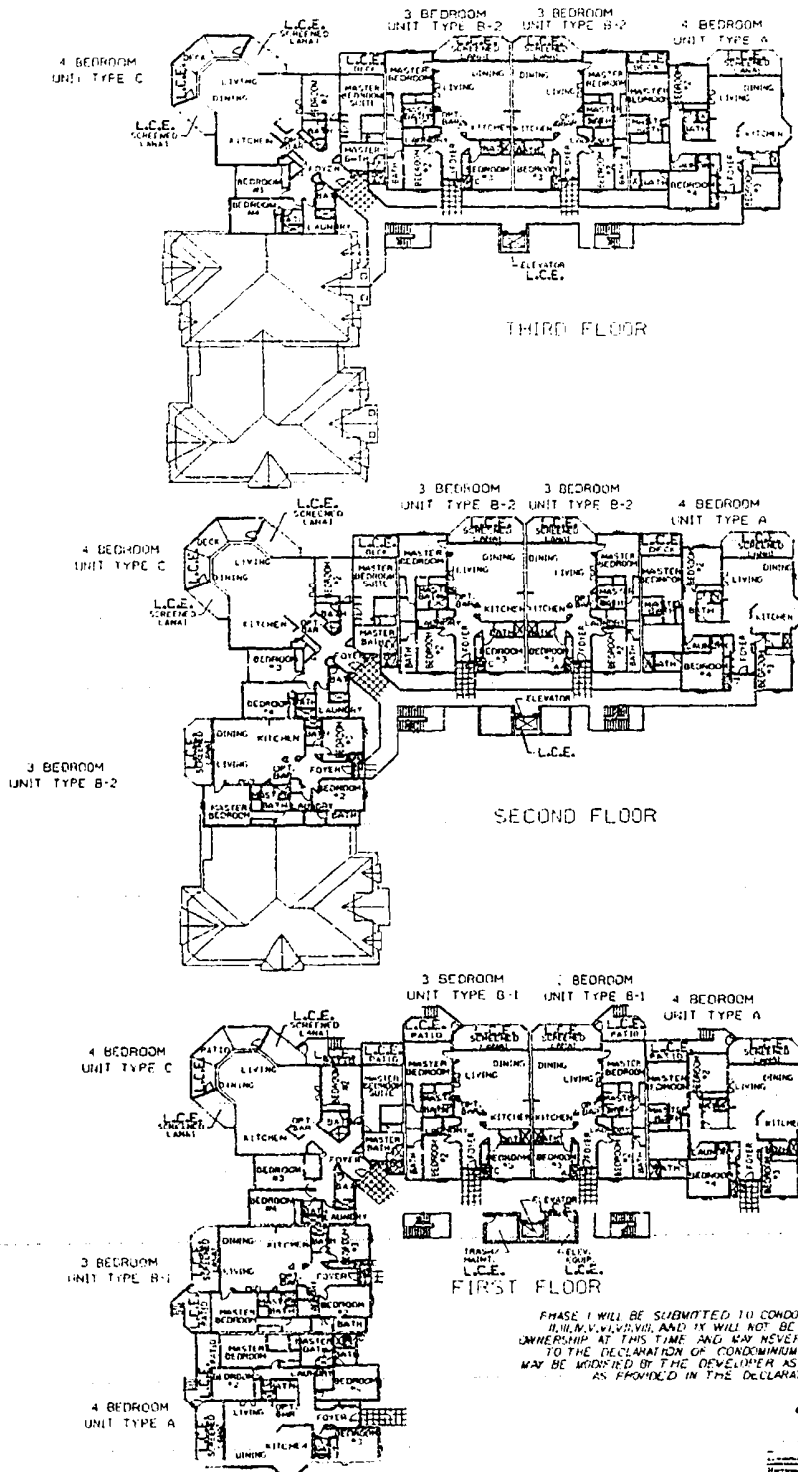
01/88211/residenc/rescon02.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM FLOOR PLAN BUILDING NO. XIY

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1974



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND CAN NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM WORKOVER. THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

ESTR

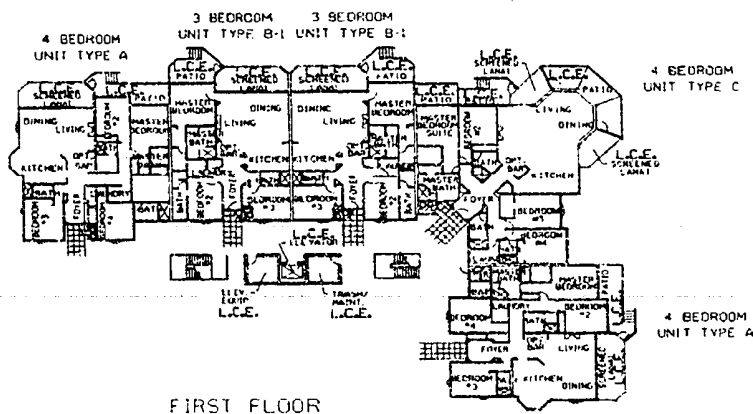
Engineers - Planners - Landscape Architects - Surveyors
1980 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2461 Fax (904) 721-8171
Certification Number LA 6797
SCALE 1/4" = 1'-0"

EXHIBIT B
SHEET 13 OF 27

REQ. NO. 96086-07

e:\788211\residenc\rescon02.dgn

O.R. 1364 PG 1975



Bessent, Hamrock & Ruckman, Inc.
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 723-6171
Card Payment Number LB 6779
SCALE: 1" = 50'

a: 'BH211/residenc/rescon0'.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT FLOOR PLAN

OFFICIAL
RECORDS
BOOK

PAGE

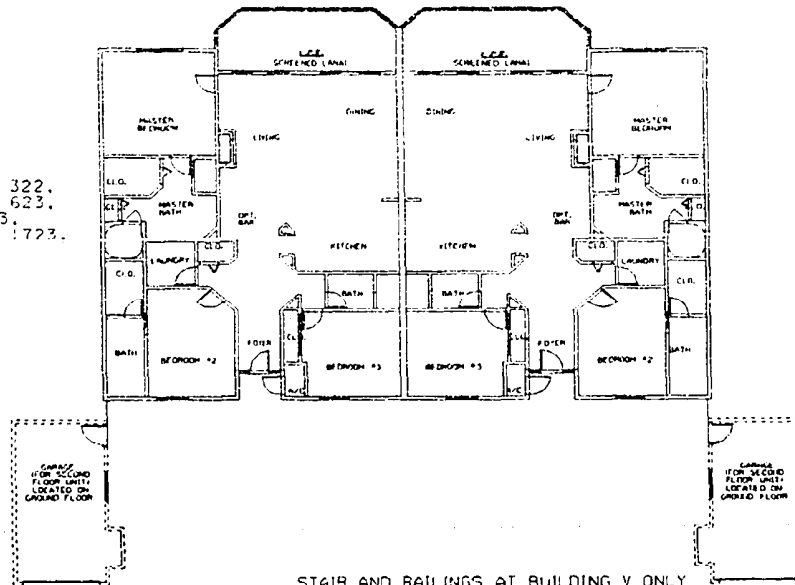
O.R. 1364 PG 1976

3 BEDROOM LEFT

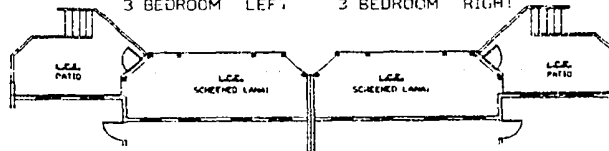
3 BEDROOM RIGHT

3 BEDROOM UNIT
WITH GARAGE
(UPPER FLOOR)
(TYPE B-2)

UNITS NO. 122, 123, 222, 223, 322,
323, 422, 423, 522, 523, 622, 623,
722, 723, 822, 823, 1122, 1123,
1422, 1423, 1622, 1623, 1722, 1723,
1822, 1823, 2222, 2223.



STAIR AND RAILINGS AT BUILDING V ONLY
3 BEDROOM LEFT 3 BEDROOM RIGHT

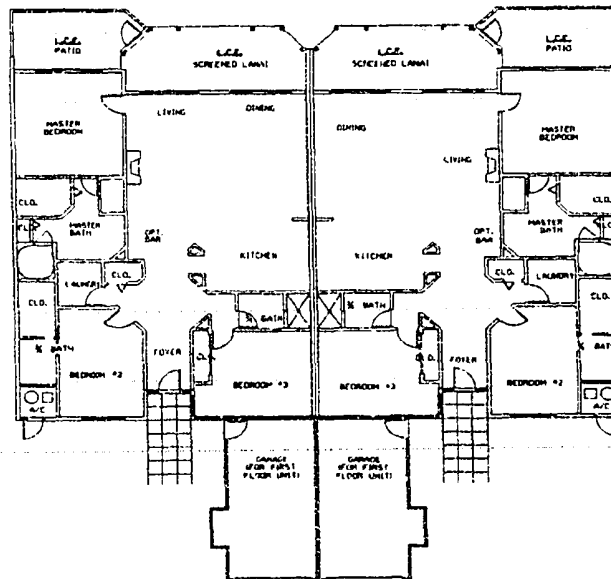


3 BEDROOM LEFT

3 BEDROOM RIGHT

3 BEDROOM UNIT
WITH GARAGE
(GROUND FLOOR)
(TYPE B-1)

UNITS NO. 112, 113, 212, 213, 312, 313,
412, 413, 512, 513, 612, 613, 712, 713,
812, 813, 1112, 1113, 1412, 1413, 1612,
1613, 1712, 1713, 1812, 1813, 2212, 2213.



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLAT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 15 OF 27

BMR

Robert H. Markham & Associates, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1900 Corporate Square, Suite 200
Tallahassee, Florida 32310
Phone (904) 721-2741 Fax (904) 721-0171
Certification Number LB 0779
SCALE 1" = 20'

REQ. NO. 96056-07

01/88211/res1denc/rescon02.dgn

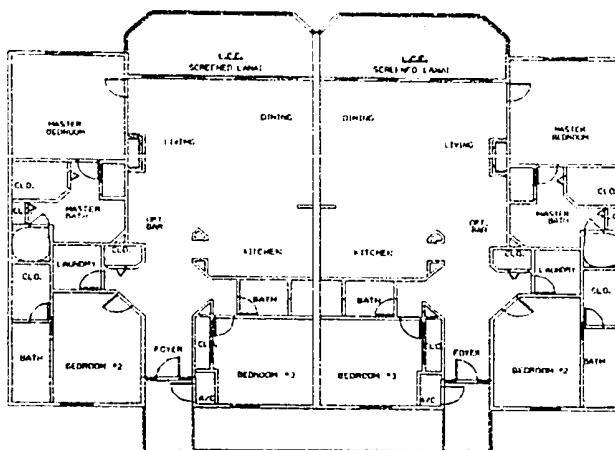
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O.R. 1364 PG 1977

3 BEDROOM LEFT

3 BEDROOM RIGHT

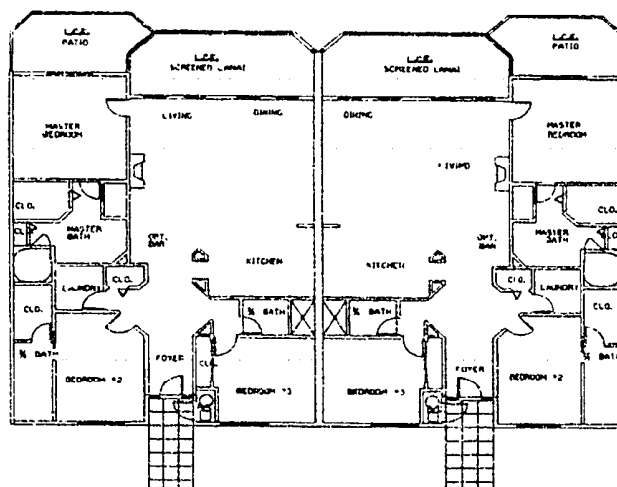
UNITS NO.	922	923	924	926	932
933	934	1022	1023	1024	1032
1033	1034	1222	1224	1225	1226
1234	1235	1236	1322	1323	1324
1332	1333	1334	1522	1523	1524
1532	1533	1534	1922	1924	1925
1934	1935	2022	2023	2032	2033
2122	2123	2124	2132	2133	2134



3 BEDROOM LEFT

3 BEDROOM RIGHT

UNITS NO. 912, 913, 914, 916, 1012, 1013,
1014, 1212, 1214, 1215, 1216, 1312, 1313,
1314, 1512, 1513, 1514, 1912, 1914, 1915,
2012, 2013, 2112, 2113, 2114.



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME BECAUSE I AM AN INTERESTED PARTY AND I WILL MAY BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 16 OF 27

EXTRA

Exquisite Memorabilia & Souvenirs Inc.
Lapworth - Phoenix - Landscape Architects - Surveyors
1099 Corporate Square, Portland
McLarenville, Florida 32214
Phone (904) 721-7791 Fax (904) 725-0171
CreditCard Number LE 6779
SALE: 1 - 20

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT FLOOR PLAN

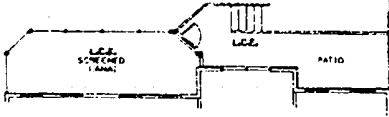
OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1978

LARGER PATIO, STAIR AND
RAILINGS AT BUILDING V ONLY

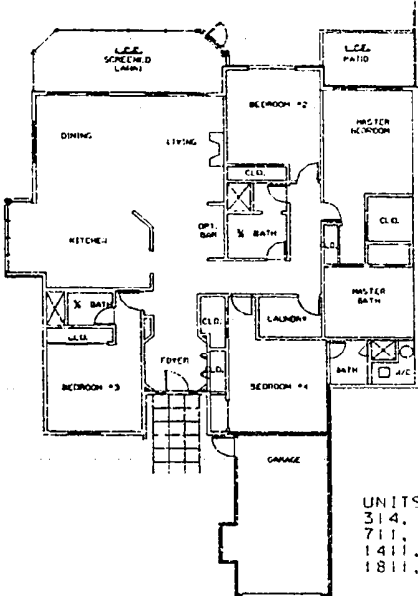
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4 BEDROOM RIGHT

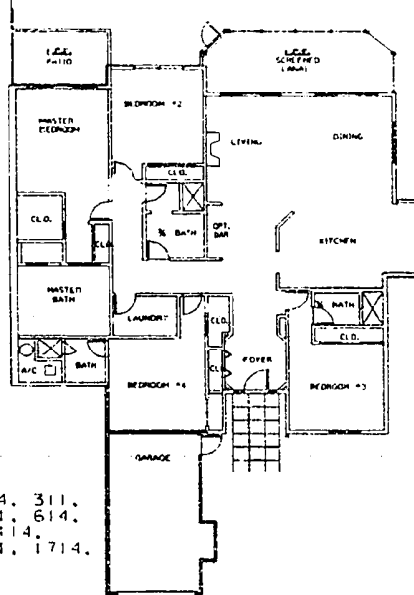


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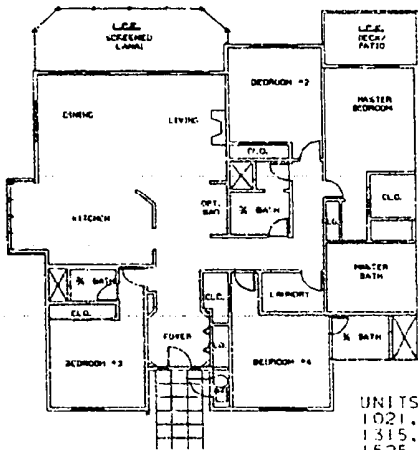
4 BEDROOM UNIT
WITH GARAGE
(UNIT TYPE A)

4 BEDROOM RIGHT



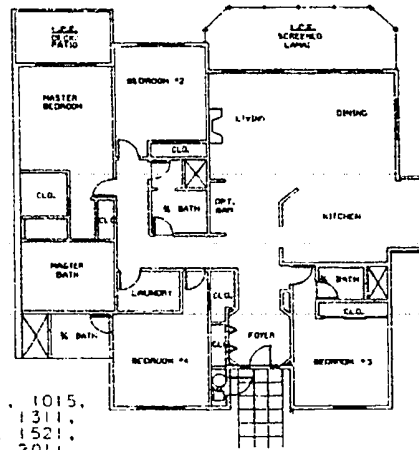
UNITS NO. 111, 114, 211, 214, 311,
314, 411, 414, 511, 514, 611, 614,
711, 714, 811, 814, 1111, 1114,
1411, 1414, 1611, 1614, 1711, 1714,
1811, 1814, 2211, 2214.

4 BEDROOM LEFT



4 BEDROOM UNIT
NO GARAGE
(UNIT TYPE A)

4 BEDROOM RIGHT



UNITS NO. 911, 917, 921, 1011, 1015,
1021, 1025, 1211, 1217, 1227, 1311,
1315, 1321, 1325, 1511, 1515, 1521,
1525, 1911, 1916, 1926, 1936, 2011,
2015, 2021, 2025, 2031, 2035, 2111,
2115, 2121, 2125.

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED
TO CONDOMINIUM OWNERSHIP. THE PLOI PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 17 OF 27

BMR

Reynolds, Hammack & Buckner, Inc.
Engineers & Planners & Landscape Architects - Surveyors
1800 Claymont Avenue, Suite 200
Jacksonville, Florida 32216
Phone (904) 721-0771 Fax (904) 721-0171
Certification Number 18 6779
SCALE 1/8" = 1'-0"

REQ. NO. 96085.07

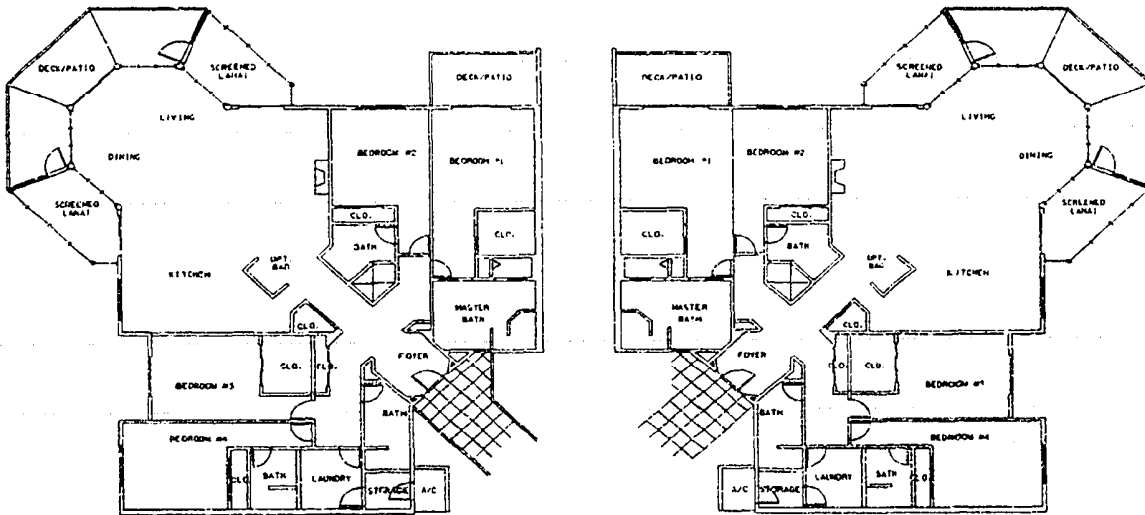
c:\8211\residences\rescan02.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT FLOOR PLAN

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1979



4 BEDROOM UNIT
(UNIT TYPE C)

UNITS NO. 915, 925, 935, 1213, 1223,
1233, 1913, 1923, 1933, 2014, 2024, 2034.

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM UNLESS THEY ARE FIRST APPROVED BY THE BOARD OF DIRECTORS.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLAT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 18 OF 27

Resident, Henshaw & Ruckman, Inc.

1980 Corporate Square Building
Jacksonville, Florida 32216
Phone (904) 721-2091 Fax (904) 721-0171
Condominium Number LB 4714
SCALE: 1/4" = 20'

REQ. NO. 96086-07

31/788211/r/saidunc/rescon02.dgn

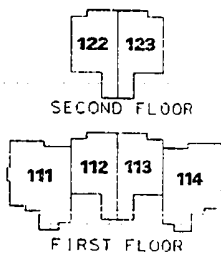
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT NUMBERS

OFFICIAL
RECORDS
BOOK

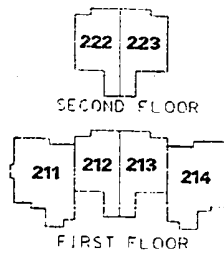
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O.R. 1364 PG 1980

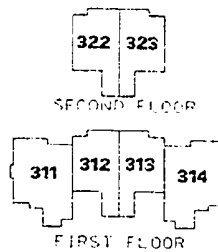
BUILDING NO. I



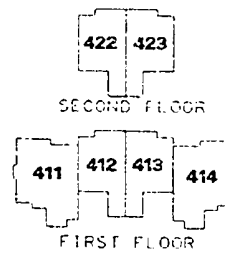
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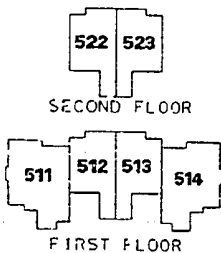
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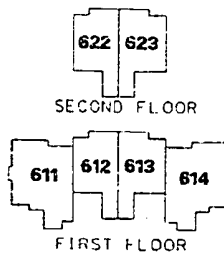
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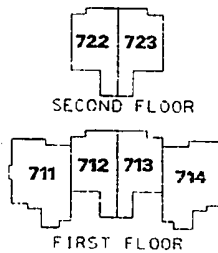
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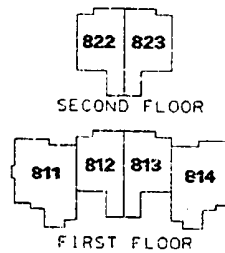
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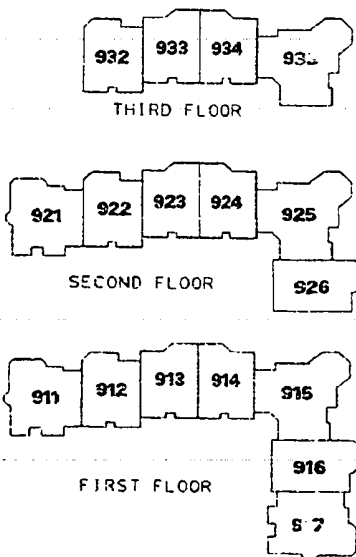
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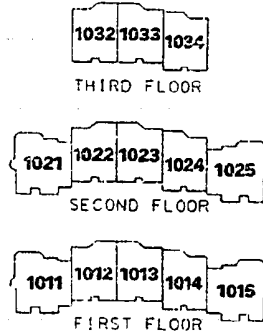
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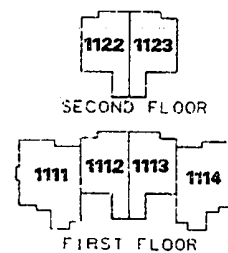
BUILDING NO. IX



BUILDING NO. X



BUILDING NO. XI



PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE FLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 19 OF 27

BRUNNEN
BRUNNEN, HANSEN & BRYANT, INC.
Engineers • Planners • Landscape Architects • Surveyors
1980 Centennial Express Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 721-4171
Certified Surveying License 4779
SCALE: NOT TO SCALE

REQ. NO. 96056.07

e:\86211\residenc\rescon02.dgn

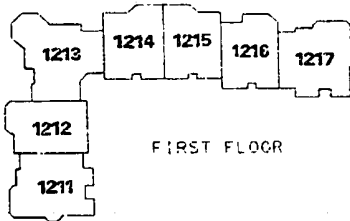
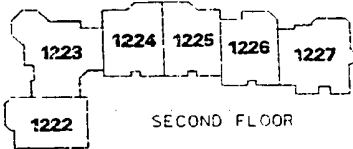
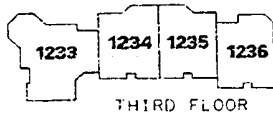
THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM UNIT NUMBERS

OFFICIAL
RECORDS
BOOK

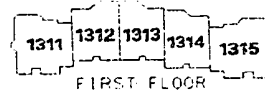
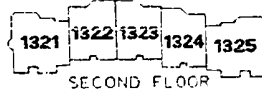
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O.R. 1364, PG 1981

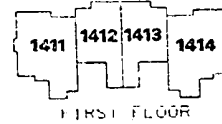
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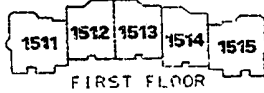
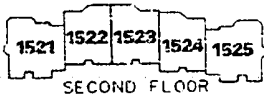
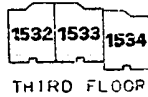
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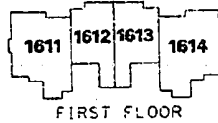
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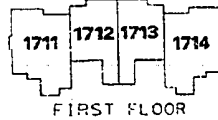
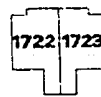
BUILDING NO. XV



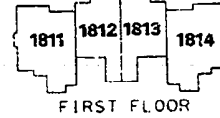
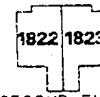
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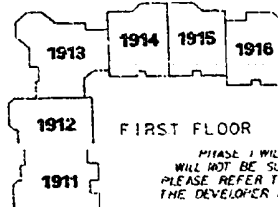
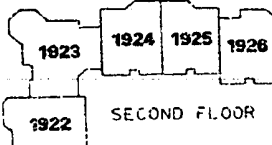
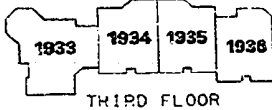
BUILDING NO. XVII



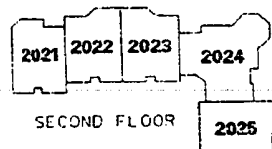
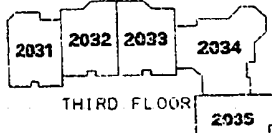
BUILDING NO. XVIII



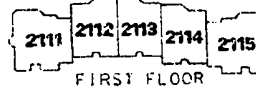
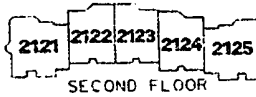
BUILDING NO. XIX



BUILDING NO. XX



BUILDING NO. XXI



BUILDING NO. XXII

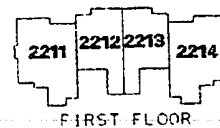
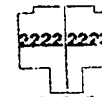


EXHIBIT B

PLEASE REFER TO THE DECLARATION OF CONDOMINIUM, HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM. SCALE: NOT TO SCALE. SHEET 20 OF 21.

Beeson, Hammack & Rockman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1800 Christmas Avenue, Suite 200
Ft. Lauderdale, Florida 33304
Phone (954) 721-0771 Fax (954) 721-0771
Licenses: Professional Engineer License No. 12457
Professional Surveyor License No. 12457
Professional Landscape Architect License No. 12457

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM BUILDING ELEVATIONS

BUILDINGS NO. I, II, III, IV, V, VI, VII,
VIII, XI, XIV, XVI, XVII, XVIII, AND XXII

* REAR PATIOS SHOWN HEREON ON BUILDING V ONLY.

OFFICIAL
RECORDS
BOOK

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O.R. 1364 PG 1982



REAR VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



FRONT VIEW

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME, AND MAY NEVER BE SUBMITTED. THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 21 OF 27

BMR

Benson, Hammack & Ruckman, Inc.

1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 725-8171
Certification Number LD 6739
SCALE: 1" = 40'

REQ. NO. 96086.07

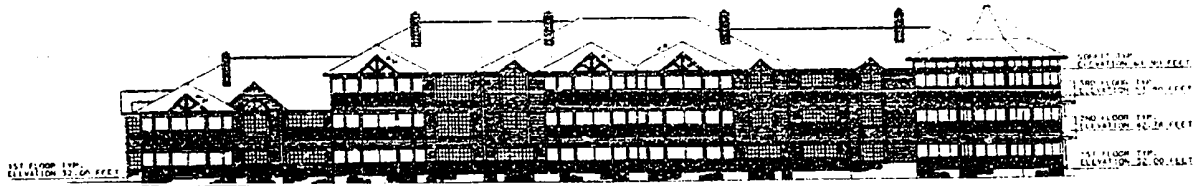
61/80211/resident/rescon04.dgn

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDINGS NO. IX AND XII

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1983



REAR VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



FRONT VIEW

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL NOT BE SUBMITTED TO CONDOMINIUM UNTIL THE TIME THE DEVELOPER HAS BEEN DETERMINED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 22 OF 27

BHR

Bessent, Hammack & Ruckman, Inc.
Engineers - Planners - Landscape Architects - Surveyors
1000 P. Street, Suite 1000
Jacksonville, Florida 32210
Phone (904) 721-2991 Fax (904) 721-4171
Licenses: Professional L.S. 6790
SCALE 1" = 4'-0"

REQ. NO. 96086-07

pl:ZBH211/res:ldg:04/05/04.dgn

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDINGS NO. X, XIII, XV, AND XXI

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1984



REAR VIEW



LEFT SIDE VIEW



RIGHT SIDE VIEW



FRONT VIEW

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME PHASES II AND III WILL BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM AGREEMENT. THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 23 OF 27

BHR

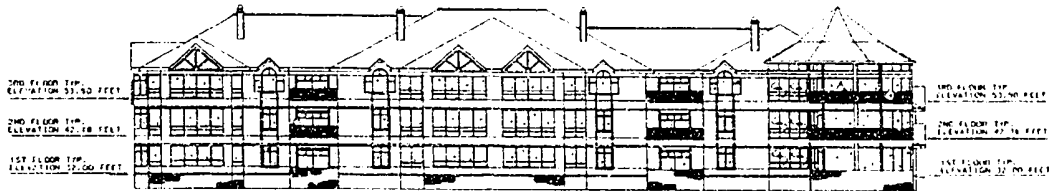
Beasent, Hammack & Rockwell, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square, Suite 200
Jacksonville, Florida 32216
Phone (904) 723-2911 Fax (904) 723-6171
Certification Number LB 8739
SCALE: 1" = 40'

THE RESIDENCES AT
WORLD GOLF VILLAGE,
A CONDOMINIUM
BUILDING ELEVATIONS
BUILDING NO. XIX

OFFICIAL
RECORDS
BOOK

PAGE

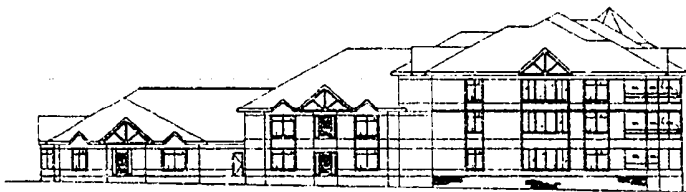
O.R. 1364 PG 1985



REAR VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



FRONT VIEW

WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED.
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 24 OF 27

BHR

Hessent, Hammack & Ruckman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 723-6171
Certification Number: LB 6779
SCALE: 1" = 40'

REQ. NO. 96086.07

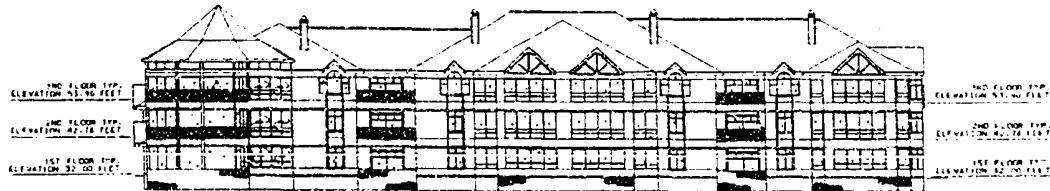
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THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM BUILDING ELEVATIONS BUILDING NO. XX

OFFICIAL
RECORDS
BOOK

PAGE

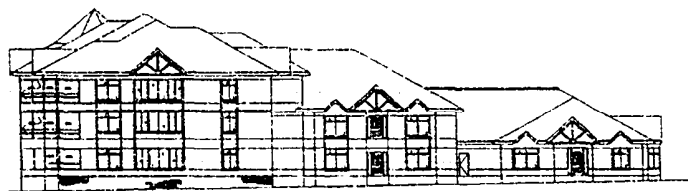
O.R. 1364 PG 1986



REAR VIEW



RIGHT SIDE VIEW



LEFT SIDE VIEW



FRONT VIEW

PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME, PHASES II, III, IV, V, VI, VII, VIII, AND IX
WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME, PHASES X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, AND XIX
PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. HOWEVER, THE PLOT PLANS MAY BE MODIFIED BY
THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

EXHIBIT B
SHEET 25 OF 27

BTR

Deppert, Hammack & Ruckman, Inc.
1900 Corporate Square, Suite 200
Jacksonville, Florida 32214
Phone (904) 721-2991 Fax (904) 721-0171
Card/Greeting Number 1-800-477-7777
SCALE: 1/4" = 1'-0"

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1987

CURVE TABLE

LINE TABLE

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD	BEARING	LINE	BEARING	DISTANCE
C1	155.00	23° 19' 08" RT	63.08	62.45	S 21° 22' 23" W	L1	S 78° 23' 55" E	45.33
C2	45.00	111° 25' 22" LT	87.52	24.36	S 22° 41' 00" E	L2	S 63° 25' 00" E	11.20
C3	50.00	91° 02' 01" LT	79.44	71.75	N 68° 25' 04" E	L3	S 01° 37' 18" W	50.87
C4	65.00	106° 00' 57" RT	120.27	103.83	N 63° 34' 32" E	L4	S 50° 29' 14" E	125.43
C5	65.00	65° 02' 17" RT	73.78	66.89	S 30° 53' 51" E	L5	S 03° 19' 55" E	257.48
C6	35.00	52° 05' 32" LT	77.20	74.20	S 24° 25' 58" E	L6	S 79° 16' 07" E	34.91
C7	100.00	46° 49' 49" RT	81.73	79.47	S 27° 04' 24" E	L7	S 78° 40' 40" W	56.80
C8	40.00	07° 39' 24" RT	42.00	40.09	S 26° 25' 07" W	L8	N 03° 39' 35" W	267.31
C9	50.66	175° 16' 38" LT	154.59	101.24	S 31° 08' 28" E	L9	S 87° 12' 33" E	33.94
C10	120.00	39° 10' 39" RT	82.05	80.46	N 89° 48' 32" E	L10	S 70° 03' 35" E	53.27
C11	74.14	32° 46' 10" LT	42.41	41.83	N 84° 15' 48" E	L11	N 81° 33' 20" W	64.41
C12	55.00	56° 52' 50" LT	54.60	52.38	N 39° 26' 23" E	L12	N 12° 05' 27" W	30.69
C13	205.81	4° 42' 50" LT	17.01	17.01	N 8° 38' 47" E	L13	N 85° 53' 26" E	117.25
C14	30.00	107° 30' 38" LT	56.29	48.39	N 47° 28' 01" W	L14	S 17° 02' 33" E	446.35
C15	60.00	97° 33' 46" RT	102.17	90.26	N 52° 26' 27" W	L15	S 60° 04' 59" W	267.44
C16	70.00	96° 27' 02" RT	117.84	104.41	N 44° 37' 50" E	L16	N 90° 00' 00" W	109.67
C17	170.00	17° 06' 48" RT	50.68	50.68	S 68° 54' 40" E	L17	N 59° 33' 02" W	208.26
C18	150.00	45° 43' 17" LT	119.70	116.55	N 87° 04' 46" E	L18	N 80° 47' 45" W	79.42
C19	40.00	145° 40' 26" LT	101.77	76.46	N 8° 40' 06" W	L19	S 45° 43' 24" W	56.47
C20	45.00	65° 27' 23" RT	54.56	51.29	N 46° 49' 23" W	L20	S 85° 43' 38" W	183.41
C21	550.00	10° 23' 50" LT	99.81	99.57	S 88° 54' 40" E	L21	S 40° 31' 48" W	76.53
C22	550.00	2° 40' 01" LT	30.26	30.25	N 24° 55' 27" W	L22	S 70° 20' 01" W	226.12
C23	550.00	24° 27' 53" RT	405.64	402.56	N 14° 01' 42" W	L23	N 26° 15' 38" W	405.77
C24	450.00	45° 57' 23" RT	360.94	351.34	N 21° 10' 56" E	L24	S 29° 25' 11" W	22.24
C25	135.00	111° 23' 59" RT	262.48	223.05	S 89° 08' 23" E	L25	N 75° 14' 56" W	56.66
C26	562.00	9° 43' 22" LT	95.37	95.26	S 28° 19' 05" E	L26	S 00° 04' 59" W	417.78
C27	556.50	32° 59' 58" LT	320.51	316.10	S 53° 45' 09" E	L27	S 39° 52' 09" W	19.77
C28	556.50	13° 10' 11" LT	126.41	126.13	S 73° 45' 17" E	L28	N 04° 29' 44" E	21.70
C29	70.00	75° 20' 03" RT	92.04	85.55	S 67° 05' 03" W	L29	S 74° 31' 06" W	54.76
C30	100.00	29° 31' 57" RT	51.54	50.97	N 89° 28' 57" W	L30	N 47° 40' 33" W	27.61
C31	1,750.00	11° 14' 44" RT	343.47	342.92	N 40° 05' 37" W	L31	N 75° 33' 26" W	107.78
C32	60.00	77° 44' 34" LT	81.41	75.31	N 71° 20' 32" W	L32	S 07° 27' 08" E	45.19
C33	155.00	47° 44' 24" RT	129.15	125.45	N 08° 20' 38" W	L33	N 62° 30' 26" E	56.68
C34	35.00	105° 48' 45" LT	66.20	57.27	S 62° 37' 11" W	L34	S 80° 41' 59" E	56.11
C35	30.00	34° 15' 50" RT	17.94	17.67	N 12° 38' 11" W	L35	S 62° 15' 22" E	70.41
C36	90.00	109° 58' 34" LT	172.75	147.43	N 50° 29' 35" W	L36	N 85° 08' 06" E	52.41
C37	20.00	57° 48' 22" RT	20.18	19.33	N 76° 34' 43" W	L37	S 23° 16' 18" W	29.72
C38	130.00	27° 52' 53" LT	63.26	62.64	N 61° 36' 59" W	L38	S 08° 27' 10" W	7.83
C39	130.00	79° 27' 50" LT	180.30	166.20	S 64° 42' 35" W	L39	S 23° 59' 06" E	37.77
C40	30.00	27° 25' 44" LT	14.36	14.23	S 11° 15' 44" W	L40	S 18° 23' 10" W	40.46
C41	30.00	115° 02' 26" LT	60.24	50.61	S 59° 58' 21" E	L41	N 88° 57' 22" W	60.16
C42	100.00	36° 47' 36" RT	64.22	63.12	N 80° 54' 13" E	L42	S 43° 42' 00" W	12.99
C43	150.00	18° 26' 36" RT	48.20	48.08	S 71° 28' 40" E	L43	N 75° 15' 21" W	277.08
C44	50.00	32° 36' 32" LT	28.46	28.07	S 78° 33' 38" E	L44	N 23° 53' 32" E	23.96
C45	30.00	58° 11' 57" RT	30.47	29.15	S 65° 45' 56" E	L45	N 19° 20' 24" E	19.12
C46	180.00	50° 50' 16" RT	187.99	179.55	S 6° 44' 49" E	L46	N 14° 54' 50" W	40.97
C47	120.00	14° 43' 09" LT	30.83	30.74	S 15° 48' 44" W	L47	N 01° 54' 55" W	29.02
C48	120.00	32° 26' 15" LT	67.94	67.03	S 7° 45' 58" E	L48	N 49° 10' 10" W	23.04
C49	130.00	42° 22' 16" RT	96.14	93.96	S 2° 47' 58" E	L49	N 28° 17' 09" E	91.83
C50	80.00	72° 39' 28" RT	101.45	94.79	S 54° 42' 54" W	L50	N 64° 48' 06" W	18.24
C51	60.00	47° 20' 37" LT	49.58	48.18	S 67° 22' 19" W	L51	N 89° 14' 46" W	107.50
C52	65.00	46° 08' 07" RT	52.34	50.94	S 67° 41' 10" W	L52	S 28° 17' 09" W	173.74
C53	40.00	62° 28' 05" LT	43.61	41.48	S 59° 31' 11" W	L53	N 56° 04' 13" W	20.10
C54	50.00	95° 38' 38" RT	83.46	74.11	S 76° 06' 28" W	L54	N 63° 43' 49" W	27.60
C55	50.00	60° 03' 55" RT	52.42	50.05	N 76° 02' 16" W	L55	N 21° 25' 04" E	201.54
C56	500.00	9° 10' 10" RT	30.02	79.53	N 16° 49' 59" E	L56	S 04° 06' 35" E	100.00
C57	650.00	45° 00' 41" LT	510.64	497.61	N 1° 05' 16" W	L57	S 85° 13' 29" W	154.02
C58	850.00	39° 30' 30" LT	586.12	574.58	N 74° 21' 20" W	L58	N 49° 24' 42" W	378.16
C59	1022.00	7° 47' 26" LT	410.90	410.59	N 50° 42' 21" W	L59	N 45° 30' 05" W	475.00
C60	25.00	90° 00' 01" RT	39.27	35.36	S 89° 29' 55" W	L60	S 44° 29' 54" W	362.78
C61	336.00	35° 44' 59" RT	209.65	200.26	S 23° 28' 17" W	L61	S 41° 20' 46" W	224.57
C62	36.00	125° 53' 45" LT	79.10	64.12	N 54° 59' 50" E	L62	S 05° 35' 47" W	798.06
C63	36.00	143° 24' 06" LT	90.10	68.36	S 80° 07' 23" W	L63	S 89° 32' 10" W	300.10
C64	650.00	00° 36' 59" LT	6.99	6.99	N 25° 57' 09" W	L64	S 26° 15' 38" E	66.57
						L65	S 26° 15' 38" E	263.14
						L66	S 26° 15' 38" E	76.06
						L67	N 63° 44' 22" E	48.61
						L68	N 63° 44' 22" E	112.00
						L69	S 25° 19' 09" E	70.00
						L70	S 53° 57' 20" W	107.27
						L71	N 29° 35' 43" W	88.37
						L72	N 29° 35' 43" W	30.74
						L73	N 63° 44' 22" E	105.59
						L74	S 64° 25' 05" E	21.94
						L75	N 63° 44' 22" E	162.98
						L76	S 04° 32' 16" E	138.22
						L77	S 67° 21' 37" W	56.42
						L78	S 06° 09' 55" W	10.47
						L79	S 67° 05' 09" W	88.70
						L80	S 80° 34' 37" W	111.57
						L81	N 26° 32' 49" W	115.69
						L82	S 70° 26' 49" W	43.09

BMR

Benson, Hunsack & Hunsack, Inc.
Surveyors - Engineers - Professional Architects - Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2941 Fax (904) 723-6171
Cellphone (904) 723-6171

EXHIBIT B
SHEET 26 OF 27

REQ. NO. 9F785.07

01/86211/rect/denw/asscon01.dgn

THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM

OFFICIAL
RECORDS
BOOK

PAGE

O.R. 1364 PG 1988

NOTES:

1. BEARINGS SHOWN HEREON BASED ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 26 EAST AS BEING S 89°32'10" W AS SHOWN ON FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 78G80-2405.
2. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT WATER AND WASTEWATER UTILITY SERVICE AGREEMENT, BETWEEN NORTHWEST UTILITIES I, INC., SJH PARTNERSHIP, LTD. AND ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 1094, PAGE 332 OF THE ST. JOHNS COUNTY PUBLIC RECORDS.
3. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHWEST MASTER AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 3951 AND THAT DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAINT JOHNS - NORTHWEST RESIDENTIAL AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, AS AMENDED IN OFFICIAL RECORDS BOOK 1198, PAGE 872, AND OFFICIAL RECORDS BOOK 1198, PAGE 890 ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
4. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO SECTIONS 5 AND 6 OF THAT DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1023 OF THE ST. JOHNS COUNTY PUBLIC RECORDS.
5. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO EXCLUSIVE DEVELOPMENT RIGHTS AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 1409, AND OFFICIAL RECORDS BOOK 1185, PAGE 1519, ST. JOHNS COUNTY PUBLIC RECORDS, AND TERMS AND PROVISIONS OF SECTION 9.7 OF THE AGREEMENT FOR SALE AND PURCHASE BY AND BETWEEN SJH PARTNERSHIP, LTD. AND BROUDY BROTHERS, INC. DATED MAY 24, 1996.
6. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THE SAINT JOHNS DRI DEVELOPMENT ORDER APPROVED UNDER ST. JOHNS COUNTY, FLORIDA RESOLUTION NO. 91-130, AS MODIFIED BY MODIFICATION OF SAINT JOHNS DRI DEVELOPMENT ORDER UNDER RESOLUTION NO. 91-153, AS NOTICED UNDER MODIFICATION OF DRI DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 210, AS FURTHER MODIFIED BY MODIFICATION OF SAINT JOHNS DRI DEVELOPMENT ORDER UNDER RESOLUTION 94-211 AND RESOLUTION 95-06, AS NOTICED UNDER MODIFICATION OF DRI DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 1119, ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
7. THE ABOVE DESCRIBED LANDS BEING SUBJECT TO THAT RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN SJH PARTNERSHIP, LTD. AND JOHN O. HAMMONS HOTELS TWO, L.P., AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 2058 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
8. THE ABOVE DESCRIBED LANDS MAY BE SUBJECT TO OTHER EASEMENTS OF RECORD, RECORDED AFTER OCTOBER 25, 1996.
9. ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM IN EACH PHASE (I-IX) EXCLUSIVE OF THE UNITS, AND LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
10. AS OF THE DATE OF THIS SURVEY BUILDING NO. III HAS BEEN CONSTRUCTED. BUILDINGS I, II, AND IV - XXII HAVE NOT MET THE REQUIREMENT OF BEING SUBSTANTIALLY COMPLETE AND ARE TAKEN FROM PLANS DRAWN BY SMMA INC.
11. PHASE I WILL BE SUBMITTED TO CONDOMINIUM AT THIS TIME. PHASES II, III, IV, V, VI, VII, VIII, AND IX WILL NOT BE SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME AND MAY NEVER BE SUBMITTED. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM. MOREOVER, THE PLOT PLANS MAY BE MODIFIED BY THE DEVELOPER AS TO UNIT AND/OR BUILDING TYPE AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.
12. BUILDINGS INCLUDED IN EACH PHASE ARE AS FOLLOWS:

PHASE I	ENCOMPASSES BUILDINGS NO. I, II, III, AND V.
PHASE II	ENCOMPASSES BUILDINGS NO. XII AND XIII.
PHASE III	ENCOMPASSES BUILDINGS NO. VII, XI, AND XIV.
PHASE IV	ENCOMPASSES BUILDINGS NO. IX AND X.
PHASE V	ENCOMPASSES BUILDINGS NO. VI AND VIII.
PHASE VI	ENCOMPASSES BUILDINGS NO. XIX, XX, AND XXI.
PHASE VII	ENCOMPASSES BUILDINGS NO. XVI, XVII, XVIII, AND XXII.
PHASE VIII	ENCOMPASSES BUILDING NO. XV.
PHASE IX	ENCOMPASSES BUILDING NO. IV.

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
P.C. POINT OF CURVE
P.C.C. POINT OF COMPOUND CURVATURE
P.R.C. POINT OF REVERSE CURVATURE
P.T. POINT OF TANGENCY
R/W RIGHT OF WAY
L.C.E. LIMITED COMMON ELEMENTS

BHR

Beason, Hammett & Puckman, Inc.
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2391 Fax (904) 725-6171
Certificate Number L.B. #739

EXHIBIT B

SHEET 27 OF 27

REQ. NO. 96096 07

at /88211-residenc/rescon01.dgn



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 14, 1996

CORPORATE & CRIMINAL RESEARCH SERVICES
103 N. MERIDIAN ST.
TALLAHASSEE, FL 32301

The Articles of Incorporation for THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. were filed on October 13, 1998 and assigned document number N98000005849. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

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


Tracy Smith, Document Specialist
New Filing Section

Letter Number: 298A00050851

EXHIBIT C

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify from the records of this office that THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 1998.

The document number of this corporation is N98000005849.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

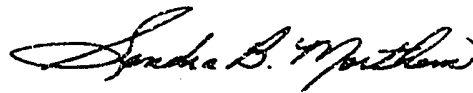
I further certify that said corporation has not filed Articles of Dissolution.

EXHIBIT C

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of October, 1998



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

EXHIBIT C

ARTICLES OF INCORPORATION OF
THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM
ASSOCIATION, INC.
(A Corporation not for Profit)

FILED
98 OCT 13 PM 4:00
TALLAHASSEE, FLA.
SECRETARY OF STATE

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. Its principal place of business shall be at 601 Bayshore Boulevard, Suite 960, Tampa, Florida 33606. Its registered office shall be Suite 2100, One Tampa City Center Building, 201 N. Franklin Street Tampa, Florida 33601. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM (the "Condominium"), located in St. Johns County, Florida. In addition, the general nature of business to be conducted by the Association shall also include and be the operation and management of the affairs and property of any additional condominium(s) which may be developed as part of The Residences at World Golf Village development project, and the Declaration(s) of Condominium of which names the Association as an entity to operate and manage the affairs of such condominium(s) and to perform all acts provided in the Declaration(s) of Condominium of such additional condominium(s).

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of

repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Condominium property.

(d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the Condominium property further and, after casualty, to reconstruct improvements.

(f) To enforce by legal means the provisions of the Condominium, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.

(g) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association permitted by law.

(h) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(i) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(j) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(k) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(l) To select depositories for the Association funds.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact and enforce rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular unit owners).

(q) To operate and maintain the Common Elements, including the surface water management system as permitted by the Saint Johns River Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(r) To collect from the Unit Owners the assessments required by The Amenities Association for the Residences, Inc., the Saint Johns Northwest Master Association, Inc. and the Saint Johns Northwest Residential Association, Inc., and remit same to the respective association.

(s) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of

Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

(a) In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:

- (1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
- (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(b) During any emergency defined in section (e) below:

- (1) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;
- (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and
- (3) The director or directors in attendance at a meeting shall constitute a quorum.

(c) Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:

- (1) Binds the Association; and
- (2) May not be used to impose liability on a director, officer, employee or agent of the Association.

EXHIBIT C

(d) An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

(e) An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium of The Residences at World Golf Village, a Condominium, naming this Association as the association thereunder. Upon the recording of the Declaration of Condominium, Ecoventure WGV, Ltd., a Florida limited partnership (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member. In addition, all persons owning a vested present interest in the fee title to any of the condominium units of any additional condominium(s) to be operated and managed by the Association, as evidenced by a duly recorded proper instrument in the public records of St. Johns County, Florida shall be members of the Association and their respective memberships shall automatically terminate as their vested interest in the fee title terminates.

Section 2. Ownership of a unit shall be a prerequisite to exercising any rights as a member. A unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

EXHIBIT C

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Fred S. Ridley	Post Office Box 3433 Tampa, Florida 33601

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Bryan Weber	President	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606
David Teal	Vice President	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606
Lynne Blow	Secretary/ Treasurer	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

EXHIBIT C

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Bryan Weber	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year
David Teal	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year
Lynne Blow	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year

Section 3. Election of Directors shall be held at the annual members meeting, except as provided hereunto the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5. Directors may be removed with or without cause and replaced as follows:

(a) Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

- i) If the recall is approved by a majority of all voting interests at a meeting, the recall will be

effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.

ii) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.

iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

- iv) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, not withstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.
- v) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules

adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in this Section 7 or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the director(s) elected. The Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

(a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) seven (7) years after the recordation of the Declaration of Condominiums,

whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the

members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

ARTICLE XI - VOTING

Section 1. Each Condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida

Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

**ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF
PROCESS**

Pursuant to Section 48.091, Florida Statutes, FRED S. RIDLEY, address is Suite 200, One Tampa City Center Building, 201 N. Franklin Street, Tampa Florida 33601, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 12th day of October, 1998.


FRED S. RIDLEY

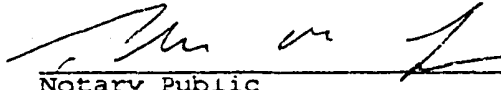
(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 12th day of October, 1998, by FRED S. RIDLEY, who is personally known to me and who did not take an oath.



THOMAS M. LITTLE
My Commission CC848634
Expires Apr. 09, 2000


Notary Public

Print Name: _____

Serial Number: _____


My Commission Expires: _____

3099-167-0442675.04

EXHIBIT C

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.



FRED S. RIDLEY,
Registered Agent

3099-167-0442675.04

FILED
98 OCT 13 PM 4:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT C

BYLAWS
OF
THE RESIDENCES AT WORLD GOLF VILLAGE
CONDOMINIUM ASSOCIATION, INC.
(A Corporation not for Profit)

ARTICLE I - GENERAL

Section 1. The address and term of existence of THE RESIDENCES AT WORLD GOLF VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association") shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1. All annual and special meetings of the Association shall be held in St. Johns County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of October and the 31st day of December of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail to each member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the property of The Residences at World Golf Village, a Condominium (the "Condominium"), at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed to each member at the address last furnished to the Association.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Condominium

EXHIBIT D

of The Residences at World Golf Village, a Condominium (the "Declaration of Condominium"), may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the members or by a majority of the Directors. A special meeting of the members to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the members. Such special meeting of the members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, then upon written application of ten (10) percent of the voting interest to the Board of Directors, the President shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days written notice to each member. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association

which are not anticipated to be incurred on a regular or annual basis or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

Section 6. The percentage of voting interest required to constitute a quorum at a meeting of the members shall be a majority of the voting interest, but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2, of the Articles of Incorporation or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

Section 9. Members shall have a right to participate in meetings of members with reference to all designated agenda items.

However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

ARTICLE III - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the condominium property as provided in Article II, Section 2 above not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote

by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 7. The Board of Directors elected by the members shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise permitted by Chapter 718, Florida Statutes, the Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be

fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

ARTICLE IV - OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times.

EXHIBIT D

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the president.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each member along with the notice of the annual meeting required in Article II, Section 2, hereof.

**ARTICLE V - MANNER OF COLLECTING FROM THE
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES**

Section 1. The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration of Condominium.

Section 2. Regular assessments shall be paid by the members on a monthly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than quarterly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement

of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, and these Bylaws the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his unit, due during his ownership and for the payment of attorney's fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

ARTICLE VI - AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation or of any law, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and

remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any offending member a fine not to exceed \$100.00 for each violation (except for the non-payment of an assessment) or each day of a continuing violation, provided that no such fine shall exceed \$1,000.00, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court costs and the Association's attorney's fees. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration of Condominium these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration of Condominium, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

ARTICLE VII - ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the

Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(20), Florida Statutes.

Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, among other things, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

Section 4. If the Association operates and manages more than one condominium, a separate budget shall be adopted for each such condominium, along with a separate budget for the Association and expenses specific to a separate condominium, such as maintenance, repair, replacement of the common elements of said condominium of that separate condominium or shall be provided for in the budget of the specific condominium, rather than the separate budget of the Association, unless the condominiums are consolidated for financial purposes pursuant to Chapter 718, Florida Statutes. Further, with regard to the separate budget adopted for each separate condominium, the provision set forth in Article II, Section 4, hereof for calling a special meeting and enacting a budget if an adopted budget requires assessments in excess of 115% of the assessments for the proceeding year, shall apply to each separate budget for each separate condominium, where applicable; and only unit owners of the condominium(s) whose budget is/are being considered at the special meeting called to consider and enact same shall be allowed to vote on the separate budget for their particular condominium.

ARTICLE VIII - SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE IX - AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The

resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of the voting interest of the members shall be necessary to amend the Bylaws.

ARTICLE X - ARBITRATION

Any matter of controversy or dispute arising from the operation of the condominium between or among the Developer, members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida, including, without limitation, the procedures set forth in § 718.1255.

3099-167-0442676.02

EXHIBIT D

9792

RECORD & RETURN TO: Palm Coast Abstract & Title, Inc.
14 Office Park Dr. - Suite 1
Palm Coast, FL 32137

Public Records of
St. Johns County, FL
Clerk# 99001089
O.R. 1377 PG 446
04:39PM 01/08/1999
REC \$13.00 SUR \$2.00

③

THIS INSTRUMENT PREPARED BY

Stephen L. Kussner, Esquire
Annis, Mitchell, Cockey,
Edwards & Roehn, P.A.
Post Office Box 3433
Tampa, Florida 33601

**AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM
EVIDENCING COMPLETION AND ADDITION FOR
BUILDINGS I AND II**

KNOW ALL PERSONS BY THESE PRESENTS, that EcoVenture WGV., Ltd., a Florida limited partnership, the Developer described in that certain Declaration of Condominium of THE RESIDENCES AT WORLD GOLF VILLAGE, a Condominium, recorded in O.R. Book 1364, beginning on Page 1888, of the Public Records of St. Johns County, Florida, as amended and supplemented (the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of the Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Buildings I and II are now complete, but have been completed subsequent to the recording of the original Declaration of Condominium;

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of the Declaration of Condominium; and

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

BHR

Bessent, Hammack & Ruckman, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

THE UNDERSIGNED LAND SURVEYOR AND MAPPER HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM, PHASE I, BUILDINGS I AND II, ARE SUBSTANTIALLY COMPLETE SO THAT THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES SERVICES, ACCESS TO BUILDINGS I AND II, AND COMMON ELEMENT FACILITIES SERVING BUILDINGS I AND II HAVE BEEN SUBSTANTIALLY COMPLETED.



Brenda D. Catone
BRENDA D. CATONE, RSM, STATE OF FLORIDA, (LS #5447)
BESSENT, HAMMACK & RUCKMAN, INC. (LB #6739)

DATED: DECEMBER 10, 1998

Q:\Survey\sharon\cert\sjb\residence\SURVEYOR.doc

1900 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • 904 / 721-2991 • FAX: 904 / 725-0171

Public Records of
St. Johns County, FL
Clerk# 99005080
O.R. 1383 PG 479
11:19AM 02/03/1999
REC \$13.00 SUR \$2.00

**DOMINIUM
VILLAGE, A CONDOMINIUM
ADDITION FOR**

WTS, that EcoVenture WGV, Ltd., a
that certain Declaration of Condominium
a Condominium, recorded in O.R. Book
St. Johns County, Florida, as amended
and the owner and holder of all of the
of the Condominium on the date of the
ium declares:

ate, but have been completed subsequent
turn;

led and supplemented by the addition
exhibit "A-1" and incorporated herein by
claration of Condominium; and

d and supplement the Declaration of
to be recorded those amendments,
rawings and surveyor's certificates from
or person.

IN WITNESS WHEREOF, EcoVenture WGV, Ltd., has caused this Amendment to the Declaration of Condominium of The Residences at World Golf Village, a Condominium, to be executed by its duly authorized officer this ____ day of January, 1999.

Witnesses:

ECOVENTURE WGV, LTD., a Florida limited partnership

BY: ECOVENTURE WGV, INC., a Florida corporation, general partner

Laura A. Leonardo
 Print Name: Laura A. Leonardo
Thomas C. Barnett
 Print Name: THOMAS C. BARNETT

By: [Signature]
 Print Name: Bryan L. Weber
 Print Title: Vice President
 Address: _____

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15 day of January, 1999, by Bryan L. Weber, as V.P. of ECOVENTURE WGV, INC., a Florida corporation, on behalf of the corporation, general partner of ECOVENTURE WGV, LTD., a Florida limited partnership, on behalf of the corporation and limited partnership. He/she is personally known to me or has produced _____ as identification.

Laura A. Leonardo
 NOTARY PUBLIC

Print Name: _____

Serial #: _____

My Commission Expires: _____



3099-167-629331


BHR

Bessent, Hammack & Ruckman, Inc.

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

THE UNDERSIGNED LAND SURVEYOR AND MAPPER HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING THE RESIDENCES AT WORLD GOLF VILLAGE, A CONDOMINIUM, PHASE I, BUILDING V, ARE SUBSTANTIALLY COMPLETE SO THAT THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES SERVICES, ACCESS TO BUILDING V, AND COMMON ELEMENT FACILITIES SERVING BUILDING V HAVE BEEN SUBSTANTIALLY COMPLETED.


 BRENDA D. CATONE, PSM, STATE OF FLORIDA, (LS #5447)
 BESSENT, HAMMACK & RUCKMAN, INC. (LB #6739)

DATED: JANUARY 11, 1999

EXHIBIT **A**

Q:\Survey\sharon\cert\sjh\residnce\99 01 11 Surveyors.wpd

1900 CORPORATE SQUARE BOULEVARD • JACKSONVILLE, FLORIDA 32216 • 904 721-2991 • FAX: 904 725-0171

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

*Stephen L. Kussner, Esquire
Annis, Mitchell, Cockey,
Edwards & Roehn, P.A.
Post Office Box 3433
Tampa, Florida 33601*

Public Records of
St. Johns County, FL
Clerk# 98052358
O.R. 1364 PG 2017
03:25PM 11/20/1998
REC \$293.00 SUR \$37.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE AMENITIES FOR THE RESIDENCES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE AMENITIES FOR THE RESIDENCES (the "Declaration") is made this 9th day of November, 1998, by ECOVENTURE WGV, LTD., a Florida limited partnership (the "Developer").

WITNESSETH:

A. WHEREAS, the Developer is the owner of the real property described in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Properties").

B. WHEREAS, the Developer intends to develop certain recreational facilities including, without limitation, a clubhouse, swimming pool, tennis amenities, and community services facility on the Common Areas (as defined herein) which facilities will be available for use by the Owners (as defined herein).

C. WHEREAS, the Developer deems it desirable to create a not-for-profit association defined as the Amenities Association herein to manage the Common Areas, and it shall operate, maintain and administer all of the Common Areas and shall administer and enforce the covenants, conditions and restrictions, limitations and easements set forth herein. The Amenities Association shall also collect and disburse the assessments to pay for the foregoing services in a manner as set forth hereinafter.

D. WHEREAS, Developer may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without the Properties to the Amenities Association (as hereinafter defined), and the Amenities Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members (as defined herein).

E. WHEREAS, Developer hereby declares that all of the property described in Exhibit "A" and any additional properties subjected to this Declaration by the Supplemental Declaration (as defined in Article I) shall be held, sold and conveyed subject to the following

easements, restrictions, covenants, obligations and conditions which shall run with title to the real property subject to this Declaration.

NOW, THEREFORE, Developer, and the Amenities Association, declare that the Properties described in Exhibit "A", attached hereto and incorporated herein by reference together with any and all additions as may hereafter be made thereto, is and shall be owned, used and conveyed subject to the covenants, conditions, restrictions and all other provisions of this Declaration, which shall run with the Properties and be binding on and inure to the benefit of all parties having any right, title or interest in the Properties or any part thereof and their heirs, successors and assigns.

ARTICLE I DEFINITIONS

Section 1.1 "Amenities Association" means The Amenities Association for The Residences, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.2 "Base Assessment" means the assessments levied on all Units subject to assessment under Section 7.1 to fund the Common Expenses for the general benefit of all Units, as more particularly described in Article VII.

Section 1.3 "Board of Directors or "Board"" means the body responsible for administration of the Amenities Association, selected as provided in this Declaration and the By-Laws.

Section 1.4 "Common Areas" means all real property located on Exhibit B attached hereto and incorporated herein, or which is declared in any Supplemental Declaration to be the "Common Areas" and all improvements and equipment located in or on the Common Areas, including, without limitation, (i) any private roadways, signage, entry gate, entry features, swales and berms, street lights, pedestrian paths and irrigation systems; and (ii) any pools, maintenance facilities, recreation facilities, clubhouse, community service facility, and parking facilities located on the Common Areas. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Amenities Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Amenities Association. The Developer hereby dedicates as Common Areas the property legally described on Exhibit "B" attached hereto and incorporated herein by reference and the property shall be maintained by the Amenities Association.

Section 1.5 "Common Expenses" means all expenses incurred by the Amenities Association in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.6 "Developer" means Ecoventure WGV, Ltd., a Florida limited partnership, its affiliates and its successor(s), assign(s) or affiliates of any or all of its rights under this Declaration who own title to any portion of the Properties described in Exhibit "A" or Exhibit A-1 for the purpose of development and/or resale in the ordinary course of business and who is designated as a Developer in a recorded instrument executed by the immediately preceding Developer.

Section 1.7 "Member" means a Person entitled to membership in the Amenities Association as provided in Section 3.1.

Section 1.8 "Owner" means a record holder of fee simple title to any Unit located within the Properties, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

Section 1.9 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 1.10 "Supplemental Declaration" means an instrument executed by the Developer, for so long as it owns any portions of the Properties for the purpose of development or sale in the ordinary course of business or thereafter by the Amenities Association, and recorded in the Public Records of St. Johns County for the purpose of adding to the Properties, that certain real property legally described on Exhibit A-1 attached hereto, withdrawing any portions thereof from the effect of this Declaration, designating a portion of the Properties as a Common Area or for any other purpose contemplated in this Declaration.

Section 1.11 "Properties" means all real property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article IV hereof.

Section 1.12 "Unit" means (i) a condominium unit together with the undivided share of the common element which is appurtenant to the unit, (ii) an apartment or townhome, (iii) a residential home, or (iv) duplex; provided, however, Unit shall not include the Common Areas or any portion thereof. For purposes of this Declaration, a Unit shall come into existence when a Certificate of Occupancy is issued by the appropriate governmental entity or when the Amenities Association, in its reasonable discretion determines it to be substantially complete.

ARTICLE II PROPERTY RIGHTS

Section 2.1 Common Areas. The Common Areas, are hereby dedicated to the joint and several non-exclusive use in common of the Members in the manner specified in this Declaration and all Members' respective permitted lessees, guests, families, and invitees, all as provided and regulated in this Declaration or otherwise by the Amenities Association. Every Member shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, subject to:

- (a) This Declaration, the Bylaws of the Amenities Association and any other applicable covenants;
- (b) Any restriction or limitations contained in any deed conveying such property to the Amenities Association; and
- (c) The rights of the Amenities Association pursuant to Section 5.3 hereof and the rights of the Developer pursuant to Section 4.3 hereof;

Any Member may extend his or her right of use and enjoyment to the members of his or her family, lessees, and invitees, subject to reasonable Board regulation. A Member who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit, provided the Member has notified the Board of the lease.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership.

(a) Every Owner, including the Developer, shall be a Member of the Amenities Association. Membership is mandatory and automatic with ownership of a Unit and shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Amenities Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Amenities Association.

(b) Members' rights, powers, duties, and privileges shall be as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Amenities Association. A copy of the Articles of Incorporation of the Amenities Association is attached hereto as Exhibit "C" and incorporated herein by reference and a copy of the Bylaws is attached hereto as Exhibit "D" and incorporated herein by reference.

Section 3.2 Multiple Owners of a Unit.

(a) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote for that Unit. If any Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Amenities Association, as the voting member for that Unit. Failure by all Owners of a Unit (except in the case of a husband and wife who are the sole owners of the Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Amenities Association. In the case a husband and wife are the sole owners of the Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Unit. The appearance at any meeting of any co-owner of a Unit shall constitute that Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and

voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Unit may be designated as a voting member for each Unit which he or it owns, and may cast one (1) vote for each such Unit.

(b) There shall be one (1) voting member for each Unit pursuant to this Declaration and amendments hereto.

Section 3.3 Board of Directors. All the affairs, policies, regulations and property of the Amenities Association shall be controlled and governed by the Board of Directors of the Amenities Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members; provided, at all times there may only be an odd number of Directors on the Board. The election of the Directors is prescribed in the Articles attached hereto.

ARTICLE IV DEVELOPER'S RIGHTS AND POWERS

Section 4.1 Additions to the Properties.

(a) Developer shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to add all or any part of the lands legally described in Exhibit A-1 attached hereto to the Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF UNITS, THE NUMBER OF POTENTIAL MEMBERS OF THE AMENITIES ASSOCIATION AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE AMENITIES ASSOCIATION. At the time any additional lands are made subject to this Declaration, Developer may also record an instrument which:

- (1) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or
- (2) creates new provisions applicable only to such additional lands; or
- (3) omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
- (4) does any, all, or none of the above.

(b) The execution and recordation of this Declaration shall not be construed to require Developer to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 4.2 Withdrawal of Property and Allotment. The Developer reserves the right to amend this Declaration so long as Developer owns land in the Properties for development or for sale in the ordinary course of business, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Developer, its affiliates, or the

Amenities Association from coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Developer's plan for the Properties. In order to remove property from the coverage of this Declaration, the Developer shall record in the Public Records of St. Johns County, Florida, a Supplemental Declaration describing the property to be removed from the coverage of this Declaration.

Section 4.3 Common Areas.

(a) So long as the Developer owns land in the Properties for development or for sale in the ordinary course of business:

- (i) Developer may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Amenities Association within or without the Properties for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Amenities Association must accept from Developer any such conveyance, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are dedicated, conveyed, leased, licensed or a use right is granted to the Amenities Association.
- (ii) The Amenities Association shall not accept from any person other than Developer a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written consent of the Developer or the Board of Directors after the Developer is no longer selling Units in the ordinary course of business of developing said Units.
- (iii) Developer shall have the right, and the power, to regulate and control the external design and appearance of the Common Areas in such a manner as Developer deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Properties as a place to live.
- (iv) Any type use of the Common Areas shall be subject to the prior written approval of Developer or the Board of Directors after the Developer is no longer selling Units in the ordinary course of business or developing said Units.
- (v) Developer shall have the right in its sole discretion to grant easements, licenses, or use rights for the Common Areas to persons that are not Members. The Board of Directors shall have the right

to grant easements, licenses and use rights for the Common Areas to persons that are not Members after the Developer is no longer selling Units in the ordinary course of business or developing said Units.

(b) The Developer reserves the right to have independent third parties operate within the Common Areas and provide additional services for Unit Owners and such services will be paid specifically by the Unit Owners on a use basis only. If a Unit Owner does not use the service, the Unit Owner will not be charged any fees.

(c) Any real property conveyed, leased or the use of which has been granted by Developer or any third party to the Amenities Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants.

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Developer owns any Unit located in the Properties for development or for sale in the ordinary course of business, the Developer shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Amenities Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Amenities Association or other entity, nor the recordation of any other instrument subjecting any land in the Properties to protective covenants, and restrictions shall obligate or require Developer or any other Person to grant any right, power, duty or privilege of any nature or kind to the Amenities Association or other entity; or obligate or require Developer to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Properties for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion, and/or alteration of any improvements or facilities on the Common Areas or elsewhere in the Properties as the Developer and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Developer and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Developer and its affiliates within the Properties, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Amenities Association holds title to the applicable Common Areas as of any relevant time.

Section 4.4 Enforcement and Inaction.

(a) So long as the Developer owns land in the Properties for development or for sale in the ordinary course of business, Developer shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this

Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Amenities Association, or to an Owner, or to any other Person. In the event Developer expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Amenities Association shall immediately reimburse the Developer for such expenditure. Failure by Developer, or by the Amenities Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Developer no longer owns any land in the Properties for development or sale in the ordinary course of business, the Amenities Association shall have the right and power to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration.

(b) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Developer or the Amenities Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VII.

ARTICLE V AMENITIES RIGHTS AND POWERS

Section 5.1 Function of the Amenities Association Generally. The Amenities Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Amenities Association shall also be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Common Areas as the Board may adopt. The Amenities Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law.

Section 5.2 Maintenance, Operation and Repair of Common Areas. The Amenities Association shall be responsible for maintenance, operation and repair of the following:

- (a) All signage located in the Common Areas;
- (b) Any Common Areas including any improvements on such Common Areas; and
- (c) The landscaping throughout the Common Areas.

Section 5.3 Management of Common Areas. The Amenities Association's authority to manage the Common Areas, shall include:

- (a) The right to establish rules and regulations governing the use of the Common Areas;

(b) The right to suspend a Member's right to use the Common Areas for any period during which any assessments against the Member's Unit or any obligation of the Member to the Amenities Association remains unpaid, and for a reasonable period during or after any infraction of the Amenities Association's rules and regulations;

(c) The right to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(d) The right to borrow money for the purpose of improving the Common Areas or property which is to be publicly dedicated but required to be upgraded or maintained by any local, state or federal government agency, and in aid thereof to mortgage the same;

(e) The right to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(f) Subject to the limitations contained in this Declaration, the right to grant easements to all or any part of the Common Areas;

(g) The right and obligation to establish a budget for its fiscal operations and to establish the assessments needed for such fiscal year;

(h) The right to enforce the provisions of this Declaration or any other applicable recorded instrument adopted by the Amenities Association, including the Articles of Incorporation and Bylaws of the Amenities Association, and any rules and regulations governing use and enjoyment of the Common Areas, adopted by the Amenities Association; and

(i) The right to enter into contracts for the maintenance of the landscaped areas and roadways which are part of the Common Areas; and

(j) The right to enter into a management agreement with a licensed community association manager, for purposes of retaining the manager to perform all management bookkeeping, and administrative services for the Amenities Association.

Section 5.4 Insurance. The Amenities Association shall use reasonable efforts to maintain insurance on the Common Areas, in such amounts and with such companies as the Board deems appropriate. All liability and hazard insurance policies shall name the Developer as an additional insured so long as it owns property in the Property for the sale in the ordinary events of business.

Section 5.5 Conveyances to Amenities Association. Developer may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without the Properties to the Amenities Association, and the Amenities Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members.

Section 5.6 Unit Owner Functions. If Unit Owners reserve a portion of the Common Areas upon the consent of the Board, the Unit Owner(s) shall be solely responsible for the costs of preparation, clean-up and restoration. The Board has the right to require a security deposit for any reservation of a portion of the Common Areas.

ARTICLE VI MEMBERS' RIGHTS

Section 6.1 Members' Rights and Easements. Subject to the terms and conditions of this Declaration, every Member shall have a right of enjoyment and use in and an easement to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Unit.

Section 6.2 Delegation of Right.

(a) A Member may delegate his right of use and easement to Common Areas to the members of his family, to residential tenants who reside on the Member's Unit, and to the Member's guests and invitees, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in this Declaration, the Bylaws and in accordance with the Amenities Association's rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Unit. Any infraction of the Amenities Association's rules and regulations by such Person shall be deemed to be an infraction by such Member.

ARTICLE VII ASSESSMENTS

Section 7.1 Assessments and Personal Obligation.

(a) The Amenities Association, through its Board of Directors, shall have the power to make and collect assessments as are provided for by any applicable law, this Declaration and/or the Bylaws.

(b) Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Amenities Association for operation, maintenance and management of the Common Areas and any reserves for the improvements of the Common Areas by the Amenities Association.

(c) All notices of assessments from the Amenities Association to the Unit Owners shall designate when they are due and payable.

Section 7.2 Developer's Duties and Obligations With Respect to Assessments.

(a) The Developer shall not be liable for the payment of assessments on the Units that it owns during the period that the Developer has guaranteed the budget since the Developer guarantees to each Unit Owner that assessment of Common Expenses imposed upon each Unit Owner (other than the Developer) will not exceed Fifty-nine and 79/100 Dollars (\$59.79) per month for the period beginning upon recording this Declaration through the remainder of first fiscal year. Sixty-five and 76/100 Dollars (\$65.76) per month for the period for the second fiscal year, and Seventy-two and 33/100 Dollars (\$72.33) per month for the period from the first day of the third fiscal year through the end of the guarantee period. The guarantee period commences with the recording of this Declaration and continues until the expiration of twenty four (24) months from the date of recording this Declaration or turnover of control of the Association, whichever occurs earlier ("Initial Termination Date"). The Amenities Association's fiscal year shall be from January 1 through December 31, unless the Board determines otherwise. During such period, the Developer will pay to the Amenities Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. After the Initial Termination Date, the Developer will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board, provided the guarantee amount shall remain the same as the last period set forth above.

Section 7.3 Lien.

(a) The Amenities Association has a lien on each Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest which are incident to the collection of the assessment with respect to said Unit or enforcement of the lien. The lien is effective from and shall relate back to the recording of this Declaration or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of St. Johns County, Florida, and provide for the description of the Unit, the name of the record owner, the name and address of the Amenities Association, the amount due and the due dates.

Section 7.4 Priority and Extinguishment of the Lien.

(a) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(i) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Amenities Association; or

(ii) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Amenities Association as a defendant in the foreclosure action. Joinder of the Amenities Association is not required if, on the date the complaint is filed, the Amenities Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discovered by the Mortgagee.

The person acquiring title shall pay the amount owed to the Amenities Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Amenities Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(b) In addition to the lien rights set forth above, the Amenities Association shall be entitled to collect interest at a rate determined by the Amenities Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment. Also, the Amenities Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Amenities Association shall be applied first to any interest accrued by the Amenities Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

(c) The Amenities Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

Section 7.5 Computation of Base Assessment.

(a) The Amenities Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne equally by all Unit Owners. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

Section 7.6 Exempt Property. The following property shall be exempt from payment of all Assessments:

(a) All Common Areas:

- (b) Any property dedicated to and accepted by any governmental authority or public authorities; and
- (c) Any property designated as a conservation easement.

Section 7.7 Fines. The Amenities Association, in its sole discretion, may impose a fine or fines upon any Owner for failure to comply with the rules and regulations adopted by the Board or the Amenities Association, in accordance with the following procedures and those set forth in Article VI, Section 2 of the Bylaws:

- (a) Notice. The Amenities Association shall notify the Owner of the non-compliance and advise the Owner that it shall have three (3) days to cure said non-compliance, unless said non-compliance cannot be cured within three (3) days, in which case the Owner shall diligently pursue curing the non-compliance and shall have a reasonable period of time to effectuate said cure.
- (b) Fines. The Amenities Association may impose fines up to \$50.00 for each violation.
- (c) Payment of Fines. Fines should be paid no later than thirty (30) days after notice of the imposition.
- (d) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

ARTICLE VIII EASEMENTS

The respective rights and obligations of the Members, the Amenities Association, the Developer, and others concerning easements affecting The Amenities for The Residences shall include the following:

Section 8.1 Easement For Utilities, Etc. Developer hereby reserves for the benefit of itself, its successors and assigns and the Amenities Association, perpetual blanket easements upon, across, above and under all the Properties, which easements shall be for access, ingress, egress, installation, construction, repair, maintenance and replacement of utility services for the Common Areas or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways and security systems. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling on a Unit. The exercise of this easement shall not unreasonably interfere with the use of any Unit. This reserved easement may be assigned by Developer by written instrument to the Amenities Association, and the Amenities Association shall accept the assignment upon such terms and conditions as are acceptable to Developer. If this reserved easement is assigned to the Amenities Association, the Board shall, upon written request, grant a specific license or easement to a party furnishing any such utility or service.

Section 8.2 Easement For Maintenance of Common Areas. The Developer and Amenities Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Properties, at reasonable hours to perform its responsibilities of maintenance, inspection, and repair of the Common Areas. The exercise of this easement shall not unreasonably interfere with the use of any Unit. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such maintenance or service.

Section 8.3 Easement for Irrigation, Collection for Stormwater Runoff and Flood Water. The Developer reserves for itself, its successors and assigns, and the Amenities Association, the non-exclusive right and easement, but not the obligation, to enter upon any part of the Properties to (a) install, keep, maintain, operate and replace pumps and transmission lines in order to provide water for the irrigation of any of the Common Areas; (b) construct, maintain and repair any structure designed to transmit, divert, collect or retain water; and (c) remove trash and other debris. The exercise of this easement shall not unreasonably interfere with the use of any Unit. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Properties.

Section 8.4 Restriction on Owner Easements. No Owner, except for the Developer so long as it owns any Unit in the Properties for development or for sale in the ordinary course of business, shall grant any easement upon any portion of the Properties to any Person or entity, without the prior written consent of the Developer. Once Developer no longer owns any Unit in the Properties for development or for sale in the ordinary course of business, the prior written consent of the Amenities Association shall be required in order for an Owner to grant an easement upon any portions of the Properties.

Section 8.5 Sign, Entryway and Gate Easement. The Developer hereby reserves for itself, its successors and assigns, the Amenities Association, and any condominium association, the non-exclusive right and easement, upon any part of the Properties to install, keep, maintain, operate and replace all signs, entryway and gate features identifying any Condominiums located on the Properties. The exercise of this easement shall not unreasonably interfere with the use of any Unit nor entitle the holders to construct nor install any sign, entryway or gate feature over, under or through any existing residential dwelling on a Unit.

Section 8.6 Cross Easements. Developer, for itself and for the owners of residences constructed on the lands described as Tract I on Exhibit "A-1" attached, and the association(s) operating such lands described on Exhibit "A-1" attached, reserves a perpetual non-exclusive easement for utilities, drainage and ingress and egress, together with the right to maintain and repair same, over, under and across those portions of the Common Areas not occupied by a building.

Section 8.7 Community Service Facility Building. The Developer, for itself, the Amenities Association, and any association operating any residences constructed on the lands described as Tract I on Exhibit "A-1" attached hereto, reserves a perpetual nonexclusive easement for ingress, egress, and use of that certain Community Service Facility located on the Common Areas. The Developer, the Amenities Association and/or any other association operating the lands described on Tract I of Exhibit "A-1" attached hereto may delegate and/or

assign said right to any entity providing maintenance and/or cleaning services to any of the residences located on the lands described on Tract I of Exhibit "A-1".

Section 8.8 Cross Easement. Unless limited by the Declaration for a particular neighborhood development, all unit owners, lessees and guests in all residences developed as separate developments on any of the lands described in Exhibit "A-1" to this Declaration, shall have and are hereby granted a perpetual, non-exclusive license (subject to termination as provided herein) for the use of any recreational or common facilities constructed on the Common Areas, subject to the following conditions of use:

1. All such users must abide by all non-discriminatory rules and regulations promulgated by the Board of Directors of the Association; and

2. The unit owner must pay an annual use fee to the Association, established by the Board of Directors of the Association. The use fee shall be reasonably based on a pro rata sharing by all unit owners in the properties and land described on Exhibit "A-1" attached hereto of the expenses of insuring, maintaining, operating, and repairing the recreational and other common facilities on the Common Areas. The fee will be established on an annual basis and shall be due and payable in such manner as the Board of Directors of the Association determines.

If a unit owner fails to abide by the rules and regulations promulgated by the Board of Directors of the Association or to pay its annual use fee to the Association, the Unit Owner's license to use said recreational or common facilities shall terminate and the unit owner shall be prohibited from using such recreational or common facilities.

ARTICLE IX SECURITY

Section 9.1 Security. The Amenities Association, may, but shall not be obligated to maintain or support certain activities within the Properties designed to make the Properties safer than otherwise might be. NEITHER THE AMENITIES ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OF DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTIES IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEM OR SECURITY MEASURES UNDERTAKEN WILL, IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE AMENITIES ASSOCIATION, ITS BOARD OF DIRECTORS AND ASSOCIATIONS, DEVELOPER AND ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE

TO PERSONS, UNITS AND TO THE CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES. EACH OWNER FURTHER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO HOLD DEVELOPER, AND ANY SUCCESSOR DEVELOPER(S), HARMLESS FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO PERSON(S), UNIT(S) AND TO OTHER CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES AND FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

ARTICLE X SAINT JOHNS-NORTHWEST MASTER AND SAINT JOHNS-NORTHWEST RESIDENTIAL

Section 10.1 Construction. The Properties are subject to Declaration Restrictions for Saint Johns-Northwest Master, as amended (the "Master Declaration"), and the Declaration of Covenants and Restrictions for Saint Johns-Northwest Residential, as amended (the "Residential Declaration"). In the case of any inconsistencies between the terms of this Declaration, the Residential Declaration and/or the Master Declaration, the terms of the more restrictive provisions shall control, unless such terms of this Declaration are prohibited by the Residential Declaration and/or the Master Declaration, and, in that event, the terms of said declaration shall control. The Amenities Association shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Declaration and the Residential Association pursuant to the Residential Declaration. Moreover, the Amenities Association shall take no action in derogation of the rights of, or contrary to, the interests of the Residential Association and the Master Association.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Declaration of General Protective Covenants Run With the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the Developer or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then Owners of sixty percent (60%) of the Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 11.2 Nonliability of Developer. The Developer shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

Section 11.3 Amendment. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, until Developer transfers control of the Amenities Association as set forth in the Articles of Incorporation, Developer may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration; provided, however, such amendment shall not materially adversely alter the common scheme and development of the Property. The prior consent of any mortgagee who has only a mortgage on any Unit(s) sold to a third party is not required in order to amend or modify this Declaration. In addition to any other rights of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the of the Members at a meeting duly called for such purpose pursuant to the Bylaws of the Amenities Association; provided, however, that no amendment shall be made which shall in any manner impair the security of any mortgagee having a mortgage or other lien against any one or more of the Units, or any other record owners of liens thereon; except if such amendment is for the purpose to correct any error or omission in this Declaration or in other documentation required by law. Notwithstanding the foregoing, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the written consent of such Developer to any such amendment.

Section 11.4 Consent by Institutional Mortgagees. The approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Units in the Properties shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Amenities Association which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) subordination of assessment liens;
- (c) insurance or fidelity bonds;
- (d) boundaries of any Unit which is security for a mortgage of record; and
- (e) any provisions which are for the express benefit of the mortgagees or insurers or guarantors of recorded first mortgages on individual condominium units.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Amenities Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Amenities Association within thirty (30) days shall be deemed to have approved such addition or amendment.

Section 11.5 Notice to Institutional Mortgagees.

(a) Upon written request to the Amenities Association, Institutional Mortgagees will be entitled to timely written notice:

- (i) Any condemnation or casualty loss that affects either a material portion of the Properties or the Unit securing its mortgage.
- (ii) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- (iii) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association.
- (iv) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(b) In the event that any Owner or Institutional Mortgagee furnishes a written request to the Amenities Association specifying the name and address of the Institutional Mortgagee and of the Unit in which it holds an interest, the Amenities Association shall give written notice to the Institutional Mortgagee of any default of the Owner of such Unit in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to taking any enforcement action. The Institutional Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Developer nor the Amenities Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of a defaulting owner, unless the default remains in remedy for a period of thirty (30) days after the Institutional Mortgagee's receipt of the written notice.

Section 11.6 Additional Rights of Institutional Mortgagees. Institutional Mortgagees shall have the following rights:

(a) Upon written request by an Institutional Mortgagee to the Amenities Association. The Institutional Mortgagee is entitled to a copy of the financial statements of the Amenities Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Amenities Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Amenities Association, current copies of the Declaration, Bylaws, other rules concerning the Properties, and the books, records and financial statement of the Amenities Association.

Section 11.7 Other Documents. Developer, the Amenities Association, any Condominium Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no

such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 11.8 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 11.9 Dissolution. In the event of dissolution of the Amenities Association, in accordance with the terms of its Articles of Incorporation, each Unit shall continue to be subject to the Base Assessment specified in Article VII and each Owner shall continue to be personally obligated to Developer or the successor or assigns of the Amenities Association as the case may be, for Assessments to the extent that such assessments are required to enable Developer or any such successor or assign acquiring any real property previously owned by the Amenities Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of property which has been Common Areas and continues to be so used, as otherwise provided for in Article V for the common use, enjoyment and benefit of the Owners.

Section 11.10 Gender. Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

Section 11.11 Notices.

1. To Developer. Notice to Developer as may be required herein shall be in writing and delivered or mailed to Developer at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Developer.

2. To Amenities Association. Notice to the Amenities Association as may be required herein or the Bylaws of the Amenities Association shall be in writing and delivered or mailed to the Amenities Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Amenities Association.

3. To Owner. Notice to any Owner of a violation of any of these restrictions, notice of Assessments or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of St. Johns County, Florida, or, if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of St. Johns County, Florida. In the event the Unit is owned in a condominium form of ownership, notice shall be mailed to the principal place of business of the Condominium Association.

Section 11.12 Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the purposes set forth herein, including the Preamble.

Section 11.13 Arbitration of Claims. In the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer, which claim is in excess of One Thousand Dollars (\$1,000.00) (the "Claims"), relating to the design, construction, furnishing or equipping of the Condominium Property, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

1. The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Developer in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.
2. Within thirty (30) days of receipt of the notice of the Claims, the Developer will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Developer and the Claimant, not having any then-current business relationship with the Developer or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Developer shall notify the Claimant of the name and address of the Arbitrator.
3. Within thirty (30) days after the Developer notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Developer shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.
4. Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Condominium Property and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Developer and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Developer so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Developer that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Developer shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day

time period referenced in this Section 11.13.4. shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Developer and Claimant as to when the Final Report shall be issued.

5. The Developer shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 11.13.4. above.
6. As to those matter the Developer elects to correct, upon completion of all corrective work the Developer will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Developer and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.
7. For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13 of the Arbitration Code.
8. The Arbitrator shall not be liable to the Association, the Claimant or the Developer by virtue of the performance of his or her services hereunder, fraud and corruption excepted.
9. The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Developer's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.
10. In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing

of The Florida Bar chosen by the Developer, which arbitrator shall be independent of the Developer and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

IN WITNESS WHEREOF, Developer hereby executes this Declaration of Master Covenants, Conditions and Restrictions in its name by the undersigned authorized officer of its managing general partner as of the day and year first above written.

Witnesses:

ECOVENTURE WGV, LTD.,
a Florida limited partnership

By: **ECOVENTURE WGV, INC.,**
a Florida corporation,
general partner

[Signature]
Print Name: Lynne Blaw

Elizabeth F. Scott
Print Name: Elizabeth F. Scott

By: [Signature]
Print Name: Bryan L. Willet
Its: Vice President

Address: 500 Royal Pines Parkway
St. Augustine, Florida 32092

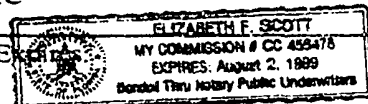
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 9th day of November, 1998, by Bryan L. Willet, as S.R. V.P. of Ecoventure WGV, Inc., a Florida corporation and general partner, on behalf of the limited partnership. He/She is personally known to me or provided _____ as identification.

Elizabeth F. Scott
NOTARY PUBLIC

Print Name: _____
My Commission Expires _____




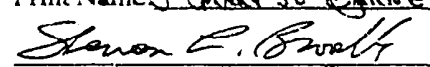
#443076 v7 - 3099-167

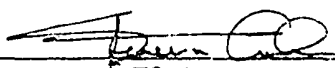
CONSENT BY MORTGAGEE

The undersigned, holder of that certain Mortgage recorded in O.R. Book 1230, beginning on Page 0866, of the Public Records of St. Johns County, Florida, as amended by that certain Modification of Mortgage recorded in O.R. Book 1276, beginning on Page 368 of the Public Records of St. John's County, Florida and re-recorded in O.R. Book 1299, beginning on Page 154 of the Public Records of St. John's County, Florida, as amended and restated by that certain Amended and Restated Mortgage and Security Agreement, which is attached as Attachment "A" to that certain Mortgage Modification and Spreader Agreement dated March 27, 1998, and recorded in O.R. Book 1308, beginning on Page 1216 of the Public Records of St. Johns County, Florida, as further amended by that certain Third Mortgage Modification and Future Advance Agreement recorded in O.R. Book 1341, beginning on Page 1572 of the Public Records of St. Johns County, Florida (collectively, the "Mortgage"), hereby consents to this **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE AMENITIES FOR THE RESIDENCES** (the "Amenities Declaration"), and acknowledges that its consent precludes it from exercising any rights under the Mortgage that would permit it to foreclose and/or terminate the Amenities Declaration, and the terms and conditions contained therein.

WITNESSES:

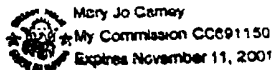
NATIONSBANK, N.A.,
a national banking association,
as successor by merger to Barnett Bank, N.A.


Print Name: MARY JO CARNEY

Print Name: Shevra L. Brooks

By: 
Print Name: STEVEN H. COHN
Print Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Consent of Mortgagee was acknowledged before me this 10th day of November, 1998, by Steven H. Cohn, as SENIOR VICE PRESIDENT of NATIONSBANK, N.A. a national banking association, on behalf of the bank, who is personally known to me or has produced _____ as identification.



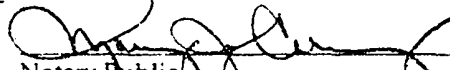

Notary Public
Print Name: MARY JO CARNEY
Commission No. _____
My Commission Expires: 11/11/01

EXHIBIT B
LEGAL DESCRIPTION

The Common Areas are hereby legally described as follows:

#443076 V7-3099-107

EXHIBIT C

ARTICLES OF INCORPORATION

*443076-2-3000-167

EXHIBIT D

BYLAWS OF AMENITIES ASSOCIATION

#443076 v7 - 3099-167

PARCEL 10A

A PART OF SECTION 44 TOGETHER WITH A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS. FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT 'E' OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17°02'33" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 445.35 FEET; THENCE SOUTH 00°04'59" WEST, A DISTANCE OF 257.44 FEET; THENCE DUE WEST, A DISTANCE OF 109.67

O.R. 1384 PG 2044
FEET; THENCE NORTH 59°33'02" WEST, A DISTANCE OF 208.26 FEET; THENCE NORTH 88°47'45" WEST, A DISTANCE OF 79.43 FEET; THENCE SOUTH 46°43'24" WEST, A DISTANCE OF 56.47 FEET; THENCE SOUTH 85°43'38" WEST, A DISTANCE OF 183.41 FEET; THENCE SOUTH 40°31'48" WEST, A DISTANCE OF 76.53 FEET; THENCE SOUTH 70°20'01" WEST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1198, PAGE 872, EXHIBITS "A", "D" AND "E" OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 226.12 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 24°55'37" WEST AND A CHORD DISTANCE OF 30.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 405.77 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE NORTHERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°01'42" WEST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°10'56" EAST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE EASTERLY CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°06'23" EAST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°18'05" EAST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID ROYAL PINES PARKWAY TO A POINT IN THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 52°45'08" EAST AND A CHORD DISTANCE OF 316.10 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WGV BOULEVARD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 73°45'17" EAST AND A CHORD DISTANCE OF 126.13 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 29°25'11" WEST LEAVING SAID RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 22.24 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE

BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°05'03" WEST AND A CHORD DISTANCE OF 85.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°14'56" WEST, A DISTANCE OF 56.66 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°28'57" WEST AND A CHORD DISTANCE OF 50.97 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1750.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 343.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°05'37" WEST AND A CHORD DISTANCE OF 342.92 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°20'32" WEST AND A CHORD DISTANCE OF 75.31 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 129.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°20'38" WEST AND A CHORD DISTANCE OF 125.45 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°37'11" WEST AND A CHORD DISTANCE OF 57.27 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 155.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°22'23" WEST AND A CHORD DISTANCE OF 62.65 FEET TO A POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 22°41'00" EAST AND A CHORD DISTANCE OF 74.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°23'56" EAST, A DISTANCE OF 45.33 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 56°05'04" EAST AND A CHORD DISTANCE OF 71.35 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 65.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 120.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°34'32" EAST AND A CHORD DISTANCE OF 103.83 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63°25'00" EAST, A DISTANCE OF 11.20 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 73.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH

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30°53'51" EAST AND A CHORD DISTANCE OF 69.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°37'18" WEST, A DISTANCE OF 50.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 24°25'58" EAST AND A CHORD DISTANCE OF 74.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°29'14" EAST, A DISTANCE OF 125.43 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 81.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 27°04'24" EAST AND A CHORD DISTANCE OF 79.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°39'35" EAST, A DISTANCE OF 357.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°25'07" WEST AND A CHORD DISTANCE OF 40.09 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°08'28" EAST AND A CHORD DISTANCE OF 101.24 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°48'33" EAST AND A CHORD DISTANCE OF 80.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°36'07" EAST, A DISTANCE OF 39.97 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 74.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°15'48" EAST AND A CHORD DISTANCE OF 41.83 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°26'23" EAST AND A CHORD DISTANCE OF 52.38 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 206.61 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°38'43" EAST AND A CHORD DISTANCE OF 17.01 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 56.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 47°28'01" WEST AND A CHORD DISTANCE OF 48.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 78°46'40" WEST, A DISTANCE OF 55.80 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 102.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

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NORTH 52°26'27" WEST AND A CHORD DISTANCE OF 90.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°39'35" WEST, A DISTANCE OF 267.31 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 70.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 117.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 44°33'56" EAST AND A CHORD DISTANCE OF 104.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 87°12'33" EAST, A DISTANCE OF 33.94 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 50.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°38'04" EAST AND A CHORD DISTANCE OF 50.69 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 70°03'35" EAST, A DISTANCE OF 53.97 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 119.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°04'46" EAST AND A CHORD DISTANCE OF 116.55 FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°40'06" WEST AND A CHORD DISTANCE OF 76.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 81°33'20" WEST, A DISTANCE OF 64.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°49'23" WEST AND A CHORD DISTANCE OF 51.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 12°05'27" WEST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°54'40" EAST AND A CHORD DISTANCE OF 99.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°53'25" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 TO THE POINT OF BEGINNING.

CONTAINING 15.25 ACRES MORE OR LESS.

PARCEL 108

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH $05^{\circ}35'47''$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $23^{\circ}28'17''$ WEST AND A CHORD DISTANCE OF 206.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $41^{\circ}20'46''$ WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH $44^{\circ}29'54''$ WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $89^{\circ}29'55''$ WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $45^{\circ}30'05''$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH $49^{\circ}24'42''$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $50^{\circ}42'21''$ WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 526.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $74^{\circ}21'20''$ WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $85^{\circ}53'25''$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH $04^{\circ}06'35''$ EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH $17^{\circ}02'33''$ EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 446.35 FEET; THENCE SOUTH $00^{\circ}04'59''$ WEST, A DISTANCE OF 257.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $00^{\circ}04'59''$ WEST, A DISTANCE OF 417.78 FEET; THENCE SOUTH $39^{\circ}52'09''$ WEST, A DISTANCE OF 19.77 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY

EXHIBIT A

HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 12°38'11" WEST AND A CHORD DISTANCE OF 17.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 04°29'44" EAST, A DISTANCE OF 21.70 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 172.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°29'35" WEST AND A CHORD DISTANCE OF 147.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°31'06" WEST, A DISTANCE OF 54.76 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 20.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°34'43" WEST AND A CHORD DISTANCE OF 19.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°40'33" WEST, A DISTANCE OF 27.61 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.26 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°36'59" WEST AND A CHORD DISTANCE OF 62.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°33'26" WEST, A DISTANCE OF 107.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 180.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°42'35" WEST AND A CHORD DISTANCE OF 166.20 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°15'44" WEST AND A CHORD DISTANCE OF 14.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02°27'08" EAST, A DISTANCE OF 45.29 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°58'21" EAST AND A CHORD DISTANCE OF 50.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°30'26" EAST, A DISTANCE OF 56.68 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 64.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°54'13" EAST AND A CHORD DISTANCE OF 63.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°41'59" EAST, A DISTANCE OF 56.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 71°28'40" EAST AND A CHORD DISTANCE OF 48.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°15'22" EAST, A DISTANCE OF 70.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THENCE SOUTHEASTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 28.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°33'38" EAST AND A CHORD DISTANCE OF 28.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°08'06" EAST, A DISTANCE OF 52.41 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°45'56" EAST AND A CHORD DISTANCE OF 29.18 FEET TO THE POINT OF A COMPOUND CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66°44'49" EAST AND A CHORD DISTANCE OF 179.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°10'18" WEST, A DISTANCE OF 29.72 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 30.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 15°48'44" WEST AND A CHORD DISTANCE OF 30.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°27'10" WEST, A DISTANCE OF 7.83 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 67.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 07°45'58" EAST AND A CHORD DISTANCE OF 67.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 23°59'06" EAST, A DISTANCE OF 37.77 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 96.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°47'58" EAST AND A CHORD DISTANCE OF 93.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°23'10" WEST, A DISTANCE OF 40.46 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 54°42'54" WEST AND A CHORD DISTANCE OF 94.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 85°57'22" WEST, A DISTANCE OF 60.16 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 49.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°22'19" WEST AND A CHORD DISTANCE OF 48.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 43°42'00" WEST, A DISTANCE OF 12.99 FEET; THENCE NORTH 75°15'21" WEST, A DISTANCE OF 277.08 FEET; THENCE NORTH 23°53'32" EAST, A DISTANCE OF 23.96 FEET; THENCE NORTH 19°20'24" EAST, A DISTANCE OF 19.12 FEET; THENCE NORTH 14°54'50" WEST, A DISTANCE OF 40.97 FEET; THENCE NORTH 01°54'55" WEST, A DISTANCE OF 29.02 FEET; THENCE NORTH 49°10'10" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 28°17'09" EAST, A DISTANCE OF 91.83 FEET; THENCE NORTH 64°48'06" WEST, A DISTANCE OF 18.24 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN

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ARC DISTANCE OF 52.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°41'10" WEST AND A CHORD DISTANCE OF 50.94 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°14'46" WEST, A DISTANCE OF 107.60 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°31'11" WEST AND A CHORD DISTANCE OF 41.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 173.74 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76°06'28" WEST AND A CHORD DISTANCE OF 74.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°04'13" WEST, A DISTANCE OF 20.10 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 52.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°02'16" WEST AND A CHORD DISTANCE OF 50.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°43'50" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 27.60 FEET, SAID POINT BEING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°49'59" EAST AND A CHORD DISTANCE OF 79.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 21°25'04" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 201.54 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 510.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°05'16" WEST AND A CHORD DISTANCE OF 497.61 FEET TO A POINT ON SAID CURVE; THENCE NORTH 70°20'01" EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 226.12 FEET; THENCE NORTH 40°31'48" EAST, A DISTANCE OF 76.53 FEET; THENCE NORTH 85°43'38" EAST, A DISTANCE OF 183.41 FEET; THENCE NORTH 46°43'24" EAST, A DISTANCE OF 56.47 FEET; THENCE SOUTH 88°47'45" EAST, A DISTANCE OF 79.43 FEET; THENCE SOUTH 59°33'02" EAST, A DISTANCE OF 208.26 FEET; THENCE DUE EAST, A DISTANCE OF 109.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

NORTHWEST PARCEL 15

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 14°55'52" WEST ALONG THE WESTERLY LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS PROPOSED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2492.30 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 44°29'54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1106.96 FEET TO A POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 71.99 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 213.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°53'47" WEST AND A CHORD DISTANCE OF 211.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°17'27" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 211.97 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 221.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°10'37" WEST AND A CHORD DISTANCE OF 219.47 FEET TO THE POINT OF REVERSE CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 606.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06°35'56" WEST AND A CHORD DISTANCE OF 597.70 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 700.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 469.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°55'14" WEST AND A CHORD DISTANCE OF 460.75 FEET TO THE POINT OF REVERSE CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 800.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 334.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°19'36" EAST AND A CHORD DISTANCE OF 331.76 FEET TO THE POINT OF REVERSE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHERLY CONTINUING ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY

LINE, AN ARC DISTANCE OF 182.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 01°48'14" EAST AND A CHORD DISTANCE OF 181.28 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 63°43'50" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY, A DISTANCE OF 23.17 FEET; THENCE SOUTH 28°17'09" WEST, A DISTANCE OF 49.84 FEET; THENCE SOUTH 61°42'51" EAST, A DISTANCE OF 92.57 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 32.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°25'10" EAST AND A CHORD DISTANCE OF 32.89 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 43°26'51" WEST, A DISTANCE OF 68.30 FEET; THENCE SOUTH 06°44'41" EAST, A DISTANCE OF 191.68 FEET; THENCE SOUTH 41°26'48" EAST, A DISTANCE OF 506.50 FEET; THENCE SOUTH 01°44'10" EAST, A DISTANCE OF 705.27 FEET; THENCE SOUTH 54°27'46" EAST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 01°45'51" EAST, A DISTANCE OF 175.04 FEET; THENCE SOUTH 54°12'37" WEST, A DISTANCE OF 28.59 FEET; THENCE SOUTH 03°54'38" WEST, A DISTANCE OF 27.60 FEET; THENCE SOUTH 73°27'08" WEST, A DISTANCE OF 28.79 FEET; THENCE NORTH 86°03'54" WEST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 85°51'31" WEST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 47°44'56" WEST, A DISTANCE OF 48.37 FEET; THENCE SOUTH 36°12'57" WEST, A DISTANCE OF 49.17 FEET; THENCE SOUTH 84°59'56" WEST, A DISTANCE OF 29.43 FEET; THENCE SOUTH 08°47'59" WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH 84°47'42" WEST, A DISTANCE OF 26.57 FEET; THENCE NORTH 68°15'46" WEST, A DISTANCE OF 27.25 FEET; THENCE SOUTH 84°02'17" WEST, A DISTANCE OF 33.26 FEET; THENCE NORTH 65°00'50" WEST, A DISTANCE OF 26.11 FEET; THENCE SOUTH 67°34'56" WEST, A DISTANCE OF 10.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.99 ACRES MORE OR LESS.

THE RESIDENCES AMENITIES ASSOCIATION

PART A

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 05°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD. A DISTANCE OF 117.25 FEET TO THE

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EXHIBIT B

POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°39'24" WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 52°45'08" WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'05" WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBITS "A", "D" AND "E", AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" BOTH OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°08'23" WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 21°10'56" WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°01'42" EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 26°15'38" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 329.71 FEET TO THE POINT OF BEGINNING; ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 36.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.10 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 54°59'50" EAST AND A CHORD DISTANCE OF 64.12 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°35'43" WEST, A DISTANCE OF 30.74 FEET; THENCE NORTH 63°44'22" EAST, A DISTANCE OF 105.59 FEET; THENCE SOUTH 64°29'05" EAST, A DISTANCE OF 21.94 FEET; THENCE NORTH 63°44'22" EAST, A DISTANCE OF 162.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°25'07" WEST AND A CHORD DISTANCE OF 40.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.99 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH

EXHIBIT B

31°08'28" EAST AND A CHORD DISTANCE OF 101.24 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 82.05 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°48'33" EAST AND A CHORD DISTANCE OF 80.46 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 04°32'16" EAST, A DISTANCE OF 138.22 FEET; THENCE SOUTH 67°21'37" WEST, A DISTANCE OF 36.42 FEET; THENCE SOUTH 06°09'55" WEST, A DISTANCE OF 10.47 FEET; THENCE SOUTH 57°05'09" WEST, A DISTANCE OF 88.70 FEET; THENCE SOUTH 80°34'37" WEST, A DISTANCE OF 111.57 FEET; THENCE NORTH 26°32'49" WEST, A DISTANCE OF 115.69 FEET; THENCE SOUTH 70°26'49" WEST, A DISTANCE OF 43.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 36.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 90.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 80°07'23" WEST AND A CHORD DISTANCE OF 68.36 FEET TO THE END OF SAID CURVE, ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ROYAL PINES PARKWAY AND A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 650.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.99 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°57'09" WEST AND A CHORD DISTANCE OF 6.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°15'38" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.68 ACRES MORE OR LESS.

S:\SHARON\LEGAL\SJH\RESAMENA.WPD

REV 1

THE RESIDENCES AMENITIES ASSOCIATION

PART B

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH $89^{\circ}32'10''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH $05^{\circ}35'47''$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $23^{\circ}28'17''$ WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $41^{\circ}20'46''$ WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH $44^{\circ}29'54''$ WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $89^{\circ}29'55''$ WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $45^{\circ}30'05''$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH $49^{\circ}24'42''$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $50^{\circ}42'21''$ WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $74^{\circ}21'20''$ WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $85^{\circ}53'25''$ WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH $04^{\circ}06'35''$ EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH $85^{\circ}53'25''$ WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE

EXHIBIT B

POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $90^{\circ}38'24''$ WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $52^{\circ}45'08''$ WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $29^{\circ}18'05''$ WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740 EXHIBITS "A", "D" AND "E" AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872, EXHIBITS "A", "B" AND "C", BOTH OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $80^{\circ}02'23''$ WEST AND A CHORD DISTANCE OF 223.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $21^{\circ}10'56''$ WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $14^{\circ}01'42''$ EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $26^{\circ}15'38''$ EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 66.57 FEET; THENCE NORTH $63^{\circ}44'22''$ EAST LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 48.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $63^{\circ}44'22''$ EAST, A DISTANCE OF 112.00 FEET; THENCE SOUTH $25^{\circ}19'09''$ EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH $53^{\circ}57'20''$ WEST, A DISTANCE OF 107.27 FEET; THENCE NORTH $29^{\circ}35'43''$ WEST, A DISTANCE OF 88.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES MORE OR LESS.

S:\SHARON\LEGAL\SJH\RESAMENR.WPD

REV

EXHIBIT A

THE RESIDENCES AMENITIES ASSOCIATION

PART C

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 89°32'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAMP LEADING FROM INTERSTATE 95 TO INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), A DISTANCE OF 300.10 FEET; THENCE SOUTH 65°35'47" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 798.06 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RAMP AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 209.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23°28'17" WEST AND A CHORD DISTANCE OF 206.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°20'46" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.57 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 44°29'54" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBIT "E" OF SAID PUBLIC RECORDS) AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°29'55" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°30'05" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 475.00 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 49°24'42" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 378.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3022.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 410.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°42'21" WEST AND A CHORD DISTANCE OF 410.59 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 586.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°21'20" WEST AND A CHORD DISTANCE OF 574.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 85°53'25" WEST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 754.02 FEET; THENCE SOUTH 04°06'35" EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WGV BOULEVARD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 85°53'25" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WGV BOULEVARD, A DISTANCE OF 117.25 FEET TO THE

EXHIBIT B

POINT OF CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 550.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.61 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $80^{\circ}38'24''$ WEST AND A CHORD DISTANCE OF 256.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 556.50 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 320.51 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $52^{\circ}45'08''$ WEST AND A CHORD DISTANCE OF 316.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 562.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 95.37 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $29^{\circ}18'05''$ WEST AND A CHORD DISTANCE OF 95.26 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON ROYAL PINES PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH), AS RECORDED IN OFFICIAL RECORDS BOOK 1185, PAGE 740, EXHIBITS "A", "D" AND "E", AS AMENDED BY OFFICIAL RECORDS BOOK 1198, PAGE 872 EXHIBITS "A", "B" AND "C" BOTH OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 262.48 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $80^{\circ}08'23''$ WEST AND A CHORD DISTANCE OF 123.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 360.94 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $21^{\circ}10'56''$ WEST AND A CHORD DISTANCE OF 351.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 405.64 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $14^{\circ}01'42''$ EAST AND A CHORD DISTANCE OF 402.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $26^{\circ}15'38''$ EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 329.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 36.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.10 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $54^{\circ}59'50''$ EAST AND A CHORD DISTANCE OF 64.12 FEET TO THE END OF SAID CURVE; THENCE NORTH $29^{\circ}35'43''$ WEST, A DISTANCE OF 30.74 FEET; THENCE NORTH $63^{\circ}44'22''$ EAST, A DISTANCE OF 105.59 FEET; THENCE SOUTH $64^{\circ}29'05''$ EAST, A DISTANCE OF 21.94 FEET; THENCE NORTH $63^{\circ}44'22''$ EAST, A DISTANCE OF 162.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 42.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $26^{\circ}25'07''$ WEST AND A CHORD DISTANCE OF 40.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING RADIUS OF 50.66 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $41^{\circ}41'48''$ WEST AND

EXHIBIT B

A CHORD DISTANCE OF 25.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 20.88 FEET; THENCE NORTH 63°44'22" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 63°44'22" WEST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 24.50 FEET; THENCE NORTH 63°44'22" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°15'38" EAST, A DISTANCE OF 16.27 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 17.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°22'42" WEST AND A CHORD DISTANCE OF 17.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°56'29" WEST AND A CHORD DISTANCE OF 96.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.

S:\SHARON\LEGAL\SJH\REGAMNCN.WPD

REV 1

EXHIBIT B



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 14, 1998

CORPORATE & CRIMINAL RESEARCH SERVICES
103 N. MERIDIAN ST.
TALLAHASSEE, FL 32301

The Articles of Incorporation for THE AMENITIES ASSOCIATION FOR THE RESIDENCES, INC. were filed on October 13, 1998 and assigned document number N98000005850. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3675 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

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


Tracy Smith, Document Specialist
New Filing Section

Letter Number: 198A00050853

EXHIBIT C

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify from the records of this office that THE AMENITIES ASSOCIATION FOR THE RESIDENCES, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 1998.

The document number of this corporation is N98000005850.

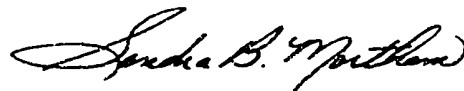
I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of October, 1998



CR2EO22 (2-95)



Sandra B. Northman
Secretary of State

EXHIBIT C

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
THE AMENITIES ASSOCIATION FOR THE
RESIDENCES, INC.
(A Corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be The Amenities Association for The Residences, Inc. Its principal place of business shall be at 601 Bayshore Boulevard, Suite 960, Tampa, Florida 33606. Its registered office shall be Suite 2100, One Tampa City Center Building 201 N. Franklin Street Tampa, Florida 33601. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. This corporation does not contemplate pecuniary gain or profit, direct or indirect to its members, and its primary purpose is to maintain and operate all portions of the Common Areas (as defined in the Declaration of Covenants, and Restrictions of The Amenities for The Residences (the "Declaration"), and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration, which is to be recorded in the public records of St. Johns County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in these Articles and all powers and duties reasonably necessary to administer, govern, and maintain the Community pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Community and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Community property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration (all thereof, in the event that the

Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Declaration, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Community property.

(d) To purchase insurance upon the Community property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the Community property further and, after casualty, to reconstruct improvements.

(f) To enforce by legal means the provisions of the Community, the Declaration, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Community.

(g) To contract for the maintenance, repair, replacement and operation of any and all of the Community properties and to delegate to a management contractor or contractors all powers and duties of this Association permitted by law.

(h) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Community, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(i) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(j) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(k) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(l) To select depositories for the Association funds.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact and enforce rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular unit owners).

(q) To operate and maintain the Common Elements, including the surface water management system as permitted by the Saint Johns Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(r) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby.

Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with any applicable law:

(a) In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:

- (1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
- (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(b) During any emergency defined in section (e) below:

- (1) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;
- (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and
- (3) The director or directors in attendance at a meeting shall constitute a quorum.

(c) Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:

- (1) Binds the Association; and
- (2) May not be used to impose liability on a director, officer, employee or agent of the Association.

(d) An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

(e) An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of

Covenants, Conditions and Restrictions of The Amenities for The Residences naming this Association as the association thereunder.

Upon the recording of the Declaration, Ecoventure WGV, Ltd., a Florida limited partnership (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a unit shall be a prerequisite to exercising any rights as a member. A unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration. The membership of any unit owner shall terminate upon the termination of the Association, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Fred S. Ridley	Post Office Box 3433 Tampa, Florida 33601

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

EXHIBIT C

<u>Name</u>	<u>Office</u>	<u>Address</u>
Bryan Weber	President	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606
David Teal	Vice President	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606
Lynne Blow	Secretary/ Treasurer	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Bryan Weber	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year
David Teal	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year
Lynne Blow	601 Bayshore Boulevard Suite 960 Tampa, Florida 33606	1 year

Section 3. Election of Directors shall be held at the annual members meeting, except as provided hereunto the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5. Directors may be removed with or without cause and replaced as follows:

(a) Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.

(b) Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

i) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.

ii) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of

the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.

- iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.
- iv) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, not withstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.
- v) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than

the Developer of the Community, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Community lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Community Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by any applicable governmental agency. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Community property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Community property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Community property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final

action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in this Section 7 or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to any governmental authority having jurisdiction over the Association, if any, the name and mailing address of the director(s) elected. The Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

(a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) seven (7) years after the recordation of the Declaration,

whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Community property or units in accordance with the provisions of the Declaration. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Community property or upon property held by the Association in accordance

with the provisions of the Declaration. No amendment shall be made that is in conflict with any applicable law pertaining to the Association or the Declaration, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

ARTICLE XI - VOTING

Section 1. Each unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with all applicable law; for votes taken to waive financial statement requirements in accordance with all applicable law; for votes taken to amend the Declaration in accordance with all applicable law; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association in accordance with all applicable law; and for any other matter for which any applicable law requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

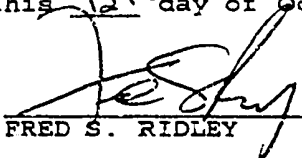
ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, FRED S. RIDLEY, address is Suite 2100, One Tampa City Center Building, 201 N. Franklin Street Tampa, Florida 33601, is appointed registered agent for service of process upon the Association.

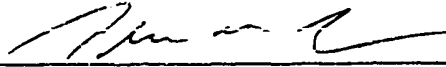
IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 12th day of October, 1998.


FRED S. RIDLEY

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 12th day of October, 1998, by FRED S. RIDLEY, who is personally known to me and who did not take an oath.



Notary Public
Print Name: _____
Serial Number: _____
My Commission Expires: _____

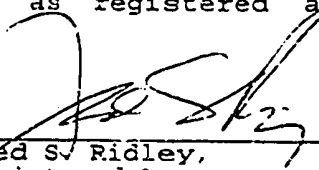
3099-167-443075.04



THOMAS M. LITTLE
My Commission CC546634
Expires Apr. 09, 2000

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon THE AMENITIES ASSOCIATION FOR THE RESIDENCES, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.



Fred S. Ridley,
Registered Agent

3099-167-0443075.04

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98 OCT 13 PM 4:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS
OF
THE AMENITIES ASSOCIATION FOR THE RESIDENCES, INC.
(A Corporation not for Profit)

ARTICLE I - GENERAL

Section 1. The address and term of existence of THE AMENITIES ASSOCIATION FOR THE RESIDENCES, INC. (the "Association") shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1. All annual and special meetings of the Association shall be held in St. Johns County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of October and the 31st day of December of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail to each member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the Common Areas, as defined in the Declaration defined in Section 3 below, at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed to each member at the address last furnished to the Association.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions of The Amenities for The Residences

EXHIBIT G

(the "Declaration") may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the members or by a majority of the Directors. A special meeting of the members to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the members. Such special meeting of the members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, then upon written application of ten (10) percent of the voting interest to the Board of Directors, the President shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days written notice to each member. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Community Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or

assessments for betterments to the Community Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

Section 6. The percentage of voting interest required to constitute a quorum at a meeting of the members shall be a majority of the voting interest, but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2, of the Articles of Incorporation or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Declaration, the Articles of Incorporation, these Bylaws or applicable law, a different vote is required, in which case the vote prescribed by the Declaration, the Articles of Incorporation, these Bylaws or applicable law shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

Section 9. Members shall have a right to participate in meetings of members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by any governmental agency exercising jurisdiction over the Association.

ARTICLE III - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the Community Property as provided in Article II, Section 2 above not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention

for each director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 7. The Board of Directors elected by the members shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise permitted by applicable law. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with applicable law. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required

unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

ARTICLE IV - OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times.

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more

than one Vice-President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the president.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each member along with the notice of the annual meeting required in Article II, Section 2, hereof.

**ARTICLE V - MANNER OF COLLECTING FROM THE
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES**

Section 1. The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration.

Section 2. Regular assessments shall be paid by the members on a monthly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than quarterly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and

may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration, and these Bylaws the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his unit, due during his ownership and for the payment of attorney's fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

ARTICLE VI - AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the Community, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the Community as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws and all applicable law. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation or of any law, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any offending member a fine not to exceed One Hundred and No/100 Dollars (\$100.00) for each violation (except for the non-payment

of an assessment) or each day of a continuing violation, provided that no such fine shall exceed One Thousand and No/100 Dollars (\$1,000.00), of any of the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration. In every such proceeding the member at fault shall be liable for court costs and the Association's attorney's fees. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

ARTICLE VII - ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable,

but not limited to, those expenses required by applicable law.

Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, among other things, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

ARTICLE VIII - SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE IX - AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of the voting interest of the members shall be necessary to amend the Bylaws.

ARTICLE X - ARBITRATION

Any matter of controversy or dispute arising from the operation of the Community between or among the Developer, members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida.

3099-167-0443073.03

GENERAL WARRANTY DEED

THIS WARRANTY DEED IS MADE AND EXECUTED this 8TH day of March, 1989 by NINE MILE GANG, a Florida general partnership (hereinafter called "Grantor") to ST. JOHNS HARBOUR, INC., a Florida corporation (hereinafter called "Grantee"), whose address is 4651 Salisbury Road, Suite 350, Jacksonville, Florida 32216.

WITNESSETH:

That in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all the real property located in St. Johns County, Florida as more particularly described on Exhibit A attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments and appurtenances pertaining to the Property, including riparian rights, if any.

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

SUBJECT TO taxes accruing subsequent to December 31, 1988, and to covenants, restrictions, reservations, right-of-ways and easements of record.

Grantor hereby fully warrants title to the Property and will defend the same against the lawful claims against the lawful claims of all persons whomsoever.

By acceptance of this Deed, Grantee, its successors and assigns, hereby agrees to the following terms and provisions:

1. Restriction on Use of Property. Use of the Property shall be restricted to the construction, and subsequent vehicular and pedestrian use in accordance with applicable law, of a highway interchange and associated right-of-ways and improvements, including any necessary perimeter access roads, and Grantee shall neither construct nor permit the construction of any improvements on the Property inconsistent with this restriction.

2. Maintenance and Landscaping of Property. Prior to the construction of any improvements on the Property, Grantee may maintain the Property in its natural condition. Upon completion of permitted improvements on the Property, Grantee shall maintain the Property in a clean, neat and orderly condition and, subject to applicable rules and regulations of governmental authorities having jurisdiction, shall provide such landscaping as may be reasonably necessary to provide an attractive appearance from surrounding public right-of-ways and from any

Documentary Tax Pd. \$ 162.25

\$ 0 Intangible Tax Pd.

Carl "Bud" Markel, Clerk St. Johns

County By: AMM D.C.

THIS INSTRUMENT PREPARED BY:
DOUGLAS G. STANTFORD, ESQUIRE
PAPPAS & METCALF, P. A.
3301 INDUSTRIAL SQUARE
JACKSONVILLE, FLORIDA 32202

Return to →

perimeter access road constructed on the Property. Any landscaping on the Property, other than standard landscaping as may be lawfully required within county, state or federally owned or maintained right-of-ways within the Property, shall be subject to Grantor's reasonable prior architectural review and approval.

3. Effect of Restrictions. The restrictions set forth above shall run with title to the Property and shall be binding upon Grantee and its successors and assigns in title to the Property, and shall inure to the benefit of and be enforceable by Grantor, its successors and assigns. The restrictions set forth above shall in no manner constitute restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create any implied negative reciprocal covenants upon any adjacent property of Grantor. Violation and/or breach of the foregoing restrictions shall not result in a forfeiture of title but shall give Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these restrictions and to prevent the violation or breach of such restrictions, and the expense of such litigation shall be borne by the nonprevailing party. The prevailing party in any litigation to construe or declare the validity or invalidity of any provision of this Deed shall be entitled to be reimbursed its expenses of litigation from any nonprevailing party. Expenses of litigation shall include reasonable attorneys' fees. The foregoing restriction may not be modified or amended except in writing executed by Grantor and Grantee. Notwithstanding anything contained herein to the contrary, this Deed is not intended nor shall it be construed to create any rights or remedies as to third parties, and no party shall constitute a third party beneficiary to the terms of this Deed.

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

GRANTOR:

Signed, sealed and
delivered in the
presence of:

Lois J. J. J.
Ch. H. Walker

NINE MILE GANG, a Florida
general partnership

By: James V. Walker
James V. Walker, as trustee of
the Wayland T. Coppeage III
Irrevocable Family Trust,
general partner

Lucy J. J. Walker
James V. Walker

By: James V. Walker
 James V. Walker, as trustee of
 the Helen D. Coppedge
 Irrevocable Family Trust,
 general partner

Clarence C. Cox

By: D. C. Fort
 Donald C. Fort,
 general partner

Ellis R. Warren

By: Ellis R. Warren
 Ellis R. Warren,
 general partner

Donald R. Buffkin

By: Donald R. Buffkin
 Donald R. Buffkin,
 general partner

Martin L. Vaughan

By: Martin L. Vaughan
 Martin L. Vaughan,
 general partner

Jeffrey George Meyer

By: Jeffrey George Meyer
 Jeffrey George Meyer,
 general partner

Clarence C. Cox

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th
 day of March, 1989, by James V. Walker, as trustee of the
 Wayland T. Coppedge III Irrevocable Family Trust, a general
 partner of Nine Mile Gang, a Florida general partnership, on
 behalf of the partnership.

Elinor L. Felt
 NOTARY PUBLIC, State of Florida
 at large.

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
 My Commission Expires Oct. 2, 1992

O.R. 819 PG 1541

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of March, 1989, by James V. Walker, as trustee of the Helen D. Coppedge Irrevocable Family Trust, a general partner of Nine Mile Gang, a Florida general partnership, on behalf of the partnership.

Elinor L. Frazier
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires: Oct. 2, 1992

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of March, 1989, by Donald C. Fort, as general partner of NINE MILE GANG, a Florida general partnership, on behalf of the partnership.

Shirley Nye
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires: April 20, 1992

STATE OF FLORIDA
COUNTY OF DUVAL

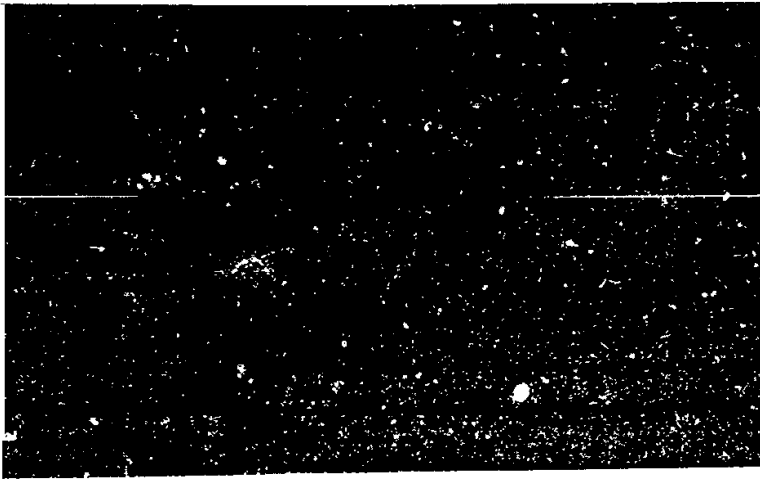
The foregoing instrument was acknowledged before me this 31st day of March, 1989, by Ellis R. Warren, as general partner of NINE MILE GANG, a Florida general partnership, on behalf of the partnership.

Shirley Nye
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires: April 20, 1992

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of March, 1989, by Donald R. Ruffkin, as general partner of NINE MILE GANG, a Florida general partnership, on behalf of the partnership.

Shirley Nye
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires: April 20, 1992



O.R. 819 PG 1542

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of March, 1989, by Martin L. Vaughan, as general partner of NINE MILE GANG, a Florida general partnership, on behalf of the partnership.

Sherry Nye
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires:



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of March, 1989, by Jeffrey George Meyer, as general partner of NINE MILE GANG, a Florida general partnership, on behalf of the partnership.

Sherry Nye
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires:



C179

EXHIBIT A

A part of Government Lot 1, Section 11, Township 6 South, Range 28 East, St. Johns County, Florida more particularly described as follows: For a Point of Reference, Commence at the Southeast corner of said Section 11; thence South $89^{\circ}32'10''$ West along the South line of said Section 11 and along the centerline of Nine Mile Road, County Road S13A (a 66 foot right-of-way as now established) a distance of 1915.72 feet; thence North $00^{\circ}27'50''$ West a distance of 33.00 feet to a point on the Northerly right-of-way line of said Nine Mile Road and the POINT OF BEGINNING; thence along said Northerly right-of-way line of Nine Mile Road run the following five courses; Course No. 1 - thence South $89^{\circ}32'10''$ West a distance of 1043.00 feet; Course No. 2 - thence North $00^{\circ}27'50''$ West a distance of 17.00 feet; Course No. 3 - thence South $89^{\circ}32'10''$ West along said Northerly right-of-way line of Nine Mile Road (a 100 foot right-of-way as now established) a distance of 205.04 feet to the point of curve of a curve concave Southeasterly having a radius of 1195.92 feet; Course No. 4 - thence Southwesterly along the arc of said curve an arc distance of 347.04 feet, said arc being subtended by a chord bearing of South $81^{\circ}13'23''$ West and a chord distance of 345.82 feet; thence leaving said Northerly right-of-way line of Nine Mile Road. South $89^{\circ}32'10''$ West along the aforementioned Southerly line of Section 11 a distance of 468.92 feet to the Southwest corner of aforementioned Government Lot 1; thence North $00^{\circ}23'04''$ East along the Westerly line of said Government Lot 1, Section 11 a distance of 315.11 feet to a point on a curve, said curve being concave Northerly having a radius of 625.00 feet; thence Easterly along the arc of said curve an arc distance of 610.60 feet, said arc being subtended by a chord bearing of North $88^{\circ}27'18''$ East and a chord distance of 586.60 feet to the point of tangency of said curve; thence North $60^{\circ}28'02''$ East a distance of 415.00 feet to the point of curve of a curve concave Southwesterly having a radius of 375.00 feet; thence along the arc of said curve an arc distance of 715.92 feet, said arc being subtended by a chord bearing of South $64^{\circ}50'26''$ East and a chord distance of 612.01 feet to the end of said curve; thence South $26^{\circ}09'10''$ East a distance of 70.00 feet; thence South $00^{\circ}27'50''$ East a distance of 70.00 feet; thence South $79^{\circ}57'27''$ East a distance of 531.96 feet to the POINT OF BEGINNING.

FILED AND RECORDED IN
 PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLA.

89 MAY 11 AM 10:07

Carl H. M. M. M.
 CLERK OF CIRCUIT COURT

TRUSTEE'S DEED

THIS INDENTURE is made and entered this 20th day of March, 1989, between CHARLES CEDRIC WOLFE and HELEN WOLFE ROSS, as Trustees of the Virgie P. Wolfe 1989 Trust under trust agreement dated January 18, 1989 ("Grantor") and ST. JOHNS HARBOUR, INC., a Florida corporation ("Grantee"), whose address is c/o William H. Stubblefield, Dunavant Enterprises, Inc., 3797 New Getwell Road, Memphis, Tennessee 38118.

WITNESSETH, that Grantor by virtue of the power and authority given in and by said trust agreement, and in consideration of the sum of Ten and No/100 (\$10.00) to Grantor in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns forever, the following described land located in St. Johns County, Florida:

[See Exhibit A attached hereto and made a part hereof]

SUBJECT TO taxes and assessments accruing subsequent to December 31, 1988, and to covenants, easements and restrictions of record.

And Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

This Deed is made and accepted subject to the following restriction on the use of the property hereby conveyed:

The property shall be used only for the construction and operation of a public highway interchange, together with customary associated improvements consistent with applicable law, at the intersection of Interstate Highway I-95, a 300-foot public right-of-way as now established, and Nine Mile Road, a public right-of-way of varying width as now established, and for the relocation of Francis Road, an 80-foot public right-of-way as now established, as may be necessitated by the construction of a highway interchange on the property.

This restriction shall be deemed a covenant running with title to the property and shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the day and year first above written.

WITNESSES:

GRANTOR:

M. Lynn Pappas
R. Lynn Pappas
 As to C. Wolfe, as Trustee

Charles Cedric Wolfe
 CHARLES CEDRIC WOLFE, as
 Trustee of the Virgie P. Wolfe
 1989 Trust, under trust
 agreement dated January 18,
 1989

M. Lynn Pappas
R. Lynn Pappas
 As to H. Ross, as Trustee

Helen Wolfe Ross
 HELEN WOLFE ROSS, as
 Trustee of the Virgie P. Wolfe
 1989 Trust, under trust
 agreement dated January 18,
 1989

Documentary Tax Pd. \$ 676.50

\$ 0 Intangible Tax Pd.


Carl "Bud" Markel, Clerk St. Johns

County By: AMM D.C.

THIS INSTRUMENT PREPARED BY:
 EDWARDS & KELCEY, LLP
 PAPER & MECHANICAL, P.A.
 3001 BAYVIEW BLVD.
 JACKSONVILLE, FLORIDA 32202


STATE OF FLORIDA)
)ss
 COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 20th day of March, 1989, by CHARLES CEDRIC WOLFE, as Trustee of the Virgie P. Wolfe 1989 Trust, under trust agreement dated January 18, 1989, on behalf of the trust.

 Douglas S. Stanford
 Notary Public, State of Florida
 at large
 My Commission Expires: 4-23-90

STATE OF FLORIDA)
)ss
 COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 20th day of March, 1989, by HELEN WOLFE ROSS, as Trustee of the Virgie P. Wolfe 1989 Trust, under trust agreement dated January 18, 1989, on behalf of the trust.

 Douglas S. Stanford
 Notary Public, State of Florida
 at large
 My Commission Expires: 7-27-90

C169

EXHIBIT A

J.R. 814 PG 1422

DESCRIPTION OF PROPERTY

Part of Antonio Huertas Grant, located in Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the centerline of Interstate 95, a 300-foot right of way as now established, with the centerline of Nine Mile Road, (as now established with a varying right of way), as shown in the Right of Way Map Sheet 2, Section 78080-2405 of the Florida Department of Transportation, formerly State Road Department. Run thence South 27°30'20" East, along said centerline of Interstate 95, a distance of 3250.00 feet; run thence South 62°29'40" West, a distance of 230.00 feet to a point on the westerly right of way line of Francis Road, an 80.00-foot right of way as now established, for the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, run North 30°07'23" West, a distance of 1751.83 feet; run thence North 43°37'08" West, a distance of 468.40 feet; run thence North 58°28'10" West, a distance of 758.02 feet; run thence South 76°25'12" West, a distance of 354.69 feet; run thence South 44°38'00" West, a distance of 1250.00 feet; run thence North 45°22'00" West, a distance of 210.00 feet to a point on the southerly right of way line of Nine Mile Road; thence continue North 44°38'00" East along said southerly right of way line, a distance of 1250.00 feet, to a point of curvature of a curve to the right; run thence 256.27 feet along an arc of a curve concave to the southeast, having a radius of 1085.92 feet, being subtended by a chord with a bearing and distance of North 51°26'48" East, 257.66 feet, to a point on said curve, being this point of the intersection of the southerly right of way line of Nine Mile Road with the southerly right of way line of Francis Road; run thence South 72°57'15" East, along said southerly right of way line of Francis Road, a distance of 134.01 feet; run thence North 64°15'25" East, along said southerly right of way line, a distance of 567.88 feet; run thence South 71°37'27" East, along said line a distance of 118.34 feet, to a point on the westerly right of way line of Francis Road; run thence South 27°30'20" East, along said westerly right of way line, a distance of 100.60 feet; run thence North 62°29'40" East, along said westerly right of way line, a distance of 20.00 feet; run thence South 27°30'20" East along said westerly right of way line, a distance of 2890.00 feet to the POINT OF BEGINNING. Containing 20.5 acres more or less.

RECORDED IN BOOK 111, PAGE 1422
ST. JOHNS COUNTY, FLA.

89 MAR 20 PM 3:44

Carl J. Mink
CLERK OF CIRCUIT COURT

O.R. 814 PG 1423

THIS

MORTGAGE DEED, Executed the 14th day of

March A.D. 1989, by ST. JOHNS HARBOUR, INC., a Florida corporation, whose address is 4651 Salisbury Road, Suite 350, Jacksonville, Florida 32216 hereinafter called the MORTGAGORS, which term shall include the heirs, legal representatives, successors and assigns of the Mortgagors wherever the context so requires or admits, to

CHARLES CEDRIC WOLFE and HELEN WOLFE ROSS, as Trustees of the Virgie P. Wolfe 1989 Trust under trust agreement dated January 13, 1989, whose address is 211 Inlet Drive, St. Augustine, Florida 32084 hereinafter called the MORTGAGEES, which term shall include the heirs, legal representatives, successors and assigns of the Mortgagees wherever the context so requires or admits,

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note or notes of even date herewith hereinafter described, the receipt whereof is hereby acknowledged, the Mortgagors do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagees, their heirs, successors, and assigns, all the certain piece, parcel or tract of land, of which the Mortgagors are now seized and possessed and in actual possession, situate in the County of St. Johns and State of Florida, described as follows:

(See Exhibit A attached hereto and by this reference made a part hereof)

Documentary Tax Pd. \$ 184.50
 \$ 246.00 Intangible Tax Pd.
 Carl "Bud" Markel, Clerk St. Johns
 County By: apm D.C.

THIS INSTRUMENT PREPARED BY:
 DOUGLAS G. STANTFORD, ESQUIRE
 PARRAS & MCCALL, P. A.
 3301 INDEPENDENT SQUARE
 JACKSONVILLE, FLORIDA 32202

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, easements, rights, powers, privileges, immunities, and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, homestead, dower and right of dower, separate estate, property, possession, claim and demand whatsoever as well in law as in equity of the Mortgagors of, in and to the same and every part and parcel thereof unto the Mortgagees in fee simple.

And the Mortgagors hereby covenant with the Mortgagees: that the Mortgagors are indefeasibly seized of said land in fee simple; that the Mortgagors have full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the Mortgagees at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all incumbrances except taxes and assessments accruing subsequent to December 31, 1988 and covenants, easements and restrictions of record,

that the Mortgagors will make such further assurances to perfect the fee simple title to said land in the Mortgagees as may reasonably be required; and that the Mortgagors do hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, That if the Mortgagors shall pay unto the Mortgagees the certain promissory note or notes, of which the following in words and figures is a true copy, to wit:

Mortgage Note

\$123,000.00
Principal Amount

Jacksonville, Florida, March 14 1989

For value received, the undersigned (jointly and severally, if more than one), promise to pay
CHARLES CEDRIC WOLFE and HELEN WOLFE ROSS, as Trustees of the
to the order of Virgie P. Wolfe 1989 Trust, under trust agreement dated January
13, 1989
the principal sum of

ONE HUNDRED TWENTY THREE THOUSAND

and NO \$100 DOLLARS (\$123,000.00) with interest thereon at the rate of TEN (10)

per centum per annum from date until maturity, ~~xxxxxx~~

both principal and interest being payable in lawful money of the United States of America at

211 Inlet Drive, St. Augustine, Florida 32084

or at such other address as the holder from time to time may specify by written notice to the maker, ~~xxx~~

~~xxxxxx~~ to be paid at the date or dates and in the manner following:

- A. Accrued interest on the Principal Amount shall be paid quarterly on the first (1st) day of January, April, July and October of each calendar year, commencing on July 1, 1989.
- B. The entire Principal Amount, together with accrued and unpaid interest, shall be paid upon the first to occur of the following events:
 - (i) March 20, 1992; or
 - (ii) Conveyance of the real estate securing repayment of this note to the Florida Department of Transportation or any successor agency thereof.
- C. In the event the Principal Amount becomes due and payable upon the occurrence of B(i) above, then, subject to the terms and conditions of the Real Estate Purchase Agreement dated March 20, 1989 between Maker and Holder, Maker shall be entitled to convey the real estate securing repayment of this note to Holder by special warranty deed at that time in full payment of the Principal Amount and interest accrued thereon, and in full satisfaction of Maker's obligations under the note and the mortgage securing this note; provided such conveyance shall vest in Holder title of the same quality as the quality of title originally conveyed to Maker, free and clear of any and all intervening claims, liens and encumbrances, and provided further, that Maker shall have restored such real estate to substantially the same condition it was in at the time of Holder's conveyance to Maker.

This note to be construed and enforced according to the laws of the State of Florida and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being of the essence of the contract, and said principal sum and said accrued interest shall both bear interest at the highest rate allowed by Florida law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

ST. JOHNS HARBOUR, INC., a Florida corporation

Maker's Address:

4651 Salisbury Road, Suite 350
Jacksonville, Florida 32216

/s/ Louis Baioni (SEAL)
Louis Baioni, President

(SEAL)

and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

It is understood that each of the words "notes," "mortgagors" and "mortgagees" respectively, whether in the singular or plural anywhere in this mortgage, shall be singular if only one and shall be plural jointly and severally if more than one, and that the word "their" as used anywhere in this mortgage shall be taken to mean his, her or its, wherever the context so implies or admits. The words "promissory notes" as used herein, shall include interest coupon notes (if provided for in this mortgage) wherever the context so requires or admits.

And the Mortgagors, hereby jointly and severally covenant to and with the Mortgagees:

1. To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory notes and this mortgage, each and every, promptly on the days respectively the same severally become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and incumbrances of every nature and kind now or said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of the Mortgagees within ten days next after payment.

3. To keep the improvements now existing or hereafter erected on the mortgaged property, insured for the full insurable value thereof or as otherwise may be required from time to time by the mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by Mortgagees, and to pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies designated by Mortgagees and the policies and renewals thereof shall be held by Mortgagees and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagees. In event of loss Mortgageors will give immediate notice by mail to Mortgagees and Mortgagees may make proof of loss if not made promptly by Mortgageors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagees instead of to Mortgageors and Mortgagees jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagees at their option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgageors, in and to any insurance policies then in force shall pass to the purchaser or grantees, appropriate credit being given therefor, after, but as of the date of such transfer and delivery of possession.

4. To remove or demolish no building on said premises without the written consent of the Mortgagees, to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and to keep the same and improvements thereon in good condition and repair.

5. That in the event the Mortgageors fail to pay and/or discharge all taxes, assessments, levies, prior mortgages, liabilities, obligations and other incumbrances which are secured by the mortgaged premises, or fail to keep said premises insured or to deliver the policies, premiums paid, or fail to repair the said premises, as herein agreed, the Mortgagees are hereby authorized at their election: to pay and/or discharge said taxes, assessments, levies, prior mortgages, liabilities, obligations and incumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on their part to determine the validity and/or necessity of any thereof and without the Mortgagees waiting or affecting any option, lien, equity or right under or by virtue of this mortgage; and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the highest rate allowed by law, and, together with such interest shall be secured by the lien of this mortgage; but nothing herein contained shall be construed as requiring the Mortgagees to advance or expend moneys for any of the purposes in this paragraph mentioned.

6. To pay all and singular the costs, charges and expenses, including reasonable lawyer's fees, lawyer's disbursements and cost of abstracts of title, incurred or paid at any time by the Mortgagees because and/or in the event of the failure on the part of Mortgageors duly, promptly and fully to perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereof until paid at the highest rate allowed by law; and all such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.

7. That (a) in the event of any breach of this mortgage or default on the part of the Mortgageors, or; (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 10 days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every the stipulations, agreements, conditions and covenants of said promissory notes and this mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, or; (d) upon the rendering of any court of last resort of a decision that an undertaking by the Mortgageors as herein provided to pay taxes, assessments, levies, liabilities, obligations and incumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such taxes, so as to affect this mortgage or the debt secured hereby; then, in either or any such event, the said aggregate sum mentioned in said promissory notes then remaining unpaid, with interest accrued, and all moneys secured hereby shall become due and payable forthwith, or thereafter, at the option of the Mortgagees, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory notes and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagees, without notice or demand, suit at law or in equity, therefore or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

8. That, in the event that at the beginning of or at any time pending any suit upon this mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, the Mortgagees shall apply to the court having jurisdiction thereof for the appointment of a Receiver such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular the income, profits, issues and revenues from whatever source derived each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such Receiver shall have all the broad and effective functions and powers in any wise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to the Mortgagees, and without reference to whether or not said mortgaged property be in whole or in part a homestead and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of the Mortgageors and/or of the defendants; and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of the Mortgagees and the practice of such court.

9. Duly, promptly and fully to perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory notes and in this mortgage set forth.

10. In addition to any other events constituting events of default hereunder, and subject to the terms and conditions of the Real Estate Purchase Agreement dated March 20, 1989 by and between Mortgagor and Mortgagee, Mortgagor's failure, prior to March 20, 1992, to commence construction of a public highway interchange, together with customary associated improvements consistent with applicable law, at the intersection of Interstate Highway I-95, a 100-foot public right-of-way as now established, and Nine Mile Road, a public right-of-way of varying width as now established, including relocation of Francis Road, an 80-foot public right-of-way as now established, as may be necessitated by the construction of a highway interchange on the property, shall constitute an event of default under this mortgage.

IT IS MUTUALLY COVENANTED AND AGREED by and between the Mortgagors and the Mortgagees that this mortgage and the promissory note or notes secured hereby constitute a Florida contract, and shall be construed according to the laws of that State.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

ST. JOHNS HARBOUR, INC., a Florida corporation

By: Louis Baioni, President (SEAL)

Attest: Donald Franson, Assistant Secretary (SEAL)

STATE OF _____ } ss.
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared this day

to me well known, and known to be the individual described in and who executed the foregoing instrument, and acknowledged before me that executed the same for the purposes therein stated

WITNESS my hand and official seal this day of _____, 19____.

Notary Public in and for the State and County aforesaid.

My commission expires _____

STATE OF California } ss.
COUNTY OF Fresno }

Before me, the undersigned authority, personally appeared this day

Louis Baioni and Donald Franson

to me known to be the persons described in and who executed the foregoing instrument as _____ President and _____ Assistant Secretary, respectively of

ST. JOHNS HARBOUR, INC., a Florida corporation

the corporation named therein, and they severally acknowledged to and before me that they executed the same under the seal of the corporation and as the act and deed of said corporation

WITNESS my hand and official seal this day of March, 1989



Betty Gorton
Notary Public in and for the State and County aforesaid.

My commission expires 8-28-1990

EXHIBIT A
DESCRIPTION OF PROPERTY

Part of Antonio Huertas Grant, located in Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the centerline of Interstate 95, a 300-foot right of way as now established, with the centerline of Nine Mile Road, (as now established with a varying right of way), as shown in the Right of Way Map Sheet 2, Section 78060-2405 of the Florida Department of Transportation, formerly State Road Department. Run thence South 27°30'20" East, along said centerline of Interstate 95, a distance of 3250.00 feet; run thence South 62°29'40" West, a distance of 230.00 feet to a point on the westerly right of way line of Francis Road, an 80.00-foot right of way as now established, for the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, run North 30°07'23" West, a distance of 1751.83 feet; run thence North 43°37'08" West, a distance of 468.40 feet; run thence North 58°29'10" West, a distance of 758.02 feet; run thence South 76°25'22" West, a distance of 364.69 feet; run thence South 44°38'00" West, a distance of 1250.00 feet; run thence North 45°22'00" West, a distance of 210.00 feet to a point on the southerly right of way line of Nine Mile Road; thence continue North 44°38'00" East along said southerly right of way line, a distance of 1250.00 feet, to a point of curvature of a curve to the right; run thence 258.27 feet along an arc of a curve concave to the southeast, having a radius of 1085.92 feet, being subtended by a chord with a bearing and distance of North 51°26'48" East, 257.66 feet, to a point on said curve, being this point of the intersection of the southerly right of way line of Nine Mile Road with the southerly right of way line of Francis Road; run thence South 72°57'15" East, along said southerly right of way line of Francis Road, a distance of 134.01 feet; run thence North 64°15'25" East, along said southerly right of way line, a distance of 567.88 feet; run thence South 71°37'27" East, along said line a distance of 118.34 feet, to a point on the westerly right of way line of Francis Road; run thence South 27°30'20" East, along said westerly right of way line, a distance of 100.60 feet; run thence North 62°29'40" East, along said westerly right of way line, a distance of 20.00 feet; run thence South 27°30'20" East along said westerly right of way line, a distance of 2890.00 feet to the POINT OF BEGINNING. Containing 20.5 acres more or less.

89 MAR 20 PM 3:44

John L. Mink
CLERK OF CIRCUIT COURT