

**This Instrument Prepared By:**

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**DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY**

This Declaration of Maintenance Covenants, Conditions, Restrictions and Easements is hereby made by **TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the "Declarant")**, whose mailing address is P.O. Box 812241, Boca Raton, Florida 33481 and joined in by **TWIN CREEKS VENTURES LLC, a Florida limited liability company ("TCV")**, whose mailing address is One Town Center Road, Suite 600, Boca Raton, Florida 33486.

**WITNESSETH:**

Declarant is the owner in fee simple of the real property described in **Exhibit "A"** attached hereto and made a part hereof (the "Land"); and

Declarant and TCV are the owners in fee simple of the real property described in **Exhibit "B"** attached hereto and made a part hereof (the "Property"); and

Declarant for purposes of this Declaration will be the Declarant and TCV is joining in and consenting to this Declaration as to the portion of the Property owned by it; and

Declarant intends, but shall not be required, to develop the Land as a recreational lake facility and to construct certain related amenities upon the property described in **Exhibit "A"**, provided that in any event such construction, the Land and all of the Property described on **Exhibit "B"** will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant and TCV hereby declare that the Land and the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described in **Exhibit "A"** and **Exhibit "B"**, and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said property.

**ARTICLE I**

**DEFINITIONS**

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

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49158/0001

Section 1. “Articles” shall mean and refer to the Articles of Incorporation of TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, attached hereto as Exhibit “C”, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. “Assessments” shall mean all Regular or Annual Assessments, Special Assessments and Individual Assessments described in Article VI hereof.

Section 3. “Association” shall mean TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

Section 4. “Board” and “Board of Directors” shall mean the Board of Directors of the Association.

Section 5. “Builder” shall mean any person or entity that purchases more than one Lot within a Neighborhood for the purpose of constructing a residential dwelling thereon for sale to a third party purchaser.

Section 6. “Bylaws” shall mean the Bylaws of TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' INC , attached hereto as Exhibit “D” and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 7. “CDD” shall mean the Creekside at Twin Creeks Community Development District.

Section 8. “County” shall mean St. Johns County, Florida.

Section 9. “Declarant” shall mean TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of St. Johns County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 10. “Declaration” shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 11. “Directors” shall mean the members of the Board of Directors of the Association.

Section 12. “Lot” shall mean any platted lot within a Neighborhood intended for the construction of a residential dwelling.

Section 13. “Lot Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of a Neighborhood encumbered by the Declaration, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 14. “Member” shall mean each Parcel Owner and Neighborhood Association which are defined as a Member in the Association in accordance with Article III, Section 1.

Section 15. “Membership” shall mean the member interests in the Association.

Section 16. “Neighborhood” shall mean and refer to such portion of the Property which is intended to or has been developed as an independent residential community with related improvements and is subject to a Neighborhood Association pursuant to a Neighborhood Declaration now or hereinafter recorded, including Creekside at Twin Creeks.

Section 17. “Neighborhood Association” shall mean or refer to any owners' association which is or may be formed within a Neighborhood to govern the affairs, operation and maintenance of the portion of the Property within such Neighborhood pursuant to a Neighborhood Declaration now or hereinafter recorded, including the Creekside at Twin Creeks Homeowners' Association, Inc.

Section 18. “Neighborhood Declaration” shall mean the declaration of covenants, conditions and restrictions for a Neighborhood, together with the articles of incorporation and bylaws of such Neighborhood Association, as the same are amended from time to time.

Section 19. “Parcel” shall mean and refer to each individual parcel of land within the Property which is not encumbered by a Neighborhood Declaration but is intended to be or has been developed as a residential community.

Section 20. “Parcel Owner” shall mean and refer to the fee simple owner of a Parcel.

Section 21. “Property” is the portion of the real property described in Exhibit “B”, consisting of all Neighborhoods and Parcels which are or will be developed for residential use and which shall be encumbered by this Declaration, and such additions or deletions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 22. “Recreational Lake Facility” means the planned recreational lake facility intended for development upon the Land, which shall be owned by or dedicated to the Association for the common use and enjoyment of the Members and Lot Owners, and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include gated entrance features, active and passive recreational facilities, restrooms, rights of way, lighting, signage, landscape buffers, upland wetland buffers and open space. Any property conveyed to the Association in accordance with this Declaration, including without limitation any water management systems and wetlands, shall also become part of the Recreational Lake Facility. Any easements granted to the Association in accordance with this Declaration, shall be deemed part of the Recreational Lake Facility but used solely for the purpose which such easement is intended.

Section 23. “Rules” are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Recreational Lake Facility and any improvements located thereon.

Section 24. "Turnover Date" shall mean the date on which the Class B Membership terminates and the Neighborhood Association and Parcel Owner Voting Representatives are automatically appointed to the Board of Directors of the Association.

Section 25. "Twin Creeks" shall mean the master planned development within the Development of Regional Impact known as Twin Creeks, which encompass the area to the north and certain areas to the south of County Road 210 between US Highway 1 and Interstate 95 in St. John's County, as amended pursuant to Resolution No. 2015-240, as may be amended further from time to time.

Section 26. "Voting Representative" shall mean the person appointed by a Parcel Owner or Neighborhood Association in accordance with the Bylaws to represent the Parcel Owner or Neighborhood Association on Association matters.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the land described in Exhibit "A" ("Land") and the portion of the real property described in Exhibit "B" which is or will be developed for residential use ("Property"), and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities. Notwithstanding the foregoing, each Member and Lot Owner acknowledges that portions of the Property described on Exhibit "B" are not intended to be developed for residential use, and the Declarant shall delete any such portions of the Property from such legal description of the Property by an amendment to this Declaration executed and recorded solely by the Declarant without the consent of any Parcel Owner, Neighborhood Association, Member or Lot Owner when the legal description of the non-residential Parcels are available.

Section 2. Application of Declaration. The Land and the Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto. By receipt of delivery of a deed to any of the Property, including any Lot within a Neighborhood, or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Parcel Owner, Neighborhood Association, and Lot Owner hereby agrees to abide by and accept title to such portion of the Property subject to all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Land, and the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Annexation or Withdraw of Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration by the Declarant without the consent of any Parcel Owner, Neighborhood Association, Member or Lot Owner until the Turnover Date; provided, however, the Declarant may at any time unilaterally amend the legal description

of the Property to withdraw any portion of the Property which is not intended to be developed for residential use. Following the Turnover Date, additional property may become subject to the Declaration or withdrawn for the terms of the Declaration by the vote of the Voting Representatives, at a duly noticed meeting of Members at which a quorum has been attained, casting affirmative votes equal to at least two-thirds (2/3rds) of the votes of the Membership. After the Turnover Date, the relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for, and the proper form of notice of, any meeting called for the purpose of considering annexation or withdrawal of property pursuant to this Section and to ascertain the presence of a quorum at such meeting. Any such annexation or withdrawal shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Notwithstanding the foregoing, no portion of the Property may be withdrawn herefrom in violation of any order or agreement pertaining to the Twin Creeks development and use of the Recreational Lake Facility.

Section 4. Additions to Recreational Lake Facility. The Declarant or the CDD may convey to the Association additional real property, or any interest therein, improved or unimproved, and such conveyance or dedication to the Association shall be accepted by the Association. Additionally, the Declarant may direct a third party to convey to the Association wetland areas located outside of the Recreational Lake Facility, some or all of which receive drainage outfall from the Property, and such conveyance or dedication to the Association shall be accepted by the Association. After any such conveyance to the Association, the additional real property shall become part of the Recreational Lake Facility and shall be maintained by the Association at its expense as part of the Recreational Lake Facility for the benefit of all of its Members.

Section 5. Amendment. Article II, Section 3 shall not be amended without the prior written consent of Declarant until the Turnover Date.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership in the Association. Every Neighborhood Association which administers a Neighborhood Declaration recorded against Property and every Parcel Owner until such time as a Parcel becomes subject to a Neighborhood Declaration shall be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, and shall be a Member of the Association. All residential portions of the Property shall be submitted to the terms and conditions of this Declaration and each Neighborhood Association therein shall become a Member of the Association upon the formation of the Neighborhood Association and recordation of a Neighborhood Declaration regardless of any provision to the contrary in the Neighborhood Declaration. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No individual Lot Owner or tenant shall be a Member of the Association; provided, however, each Lot Owner and tenant, and its guests, tenants and invitees shall have the rights of use and enjoyment in the Recreational Lake Facility provided for herein.

### ARTICLE IV

#### VOTING RIGHTS

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

Class A. Class A Members shall be those Members defined in Article III with the exception of

the Declarant until the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot within such Member's Neighborhood or one (1) one vote for each approved residential dwelling unit within a Parcel. The votes for any such Member may be divided and exercised as the Neighborhood Association or Parcel Owner may determine, but in no event shall more than the allocated number of votes be cast with respect to any Member. Notwithstanding the contrary, the votes cast by the Voting Representative either at a duly noticed meeting or by written consent in lieu of a meeting shall be deemed by the Association to be representative of the Neighborhood Associations' or Parcel Owners' elected voting and the Association shall have no obligation to verify the allocation of votes with any party other than the Voting Representative. In accordance with the Bylaws of the Association, the Voting Representatives shall be appointed by each Parcel Owner or Neighborhood Association; however, each Neighborhood Association shall provide for the election or appointment of such Voting Representative pursuant to the procedures provided in the Neighborhood Declaration.

Class B. The Class B Members shall be the Declarant, TCV and its successors and assigns. The Class B Members shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

- (a) three (3) months after ninety (90%) percent of Parcels and all Lots approved for construction of a residential dwelling unit within the Property have been conveyed to third-party purchasers other than Builders;
- (b) thirty (30) days after Declarant elects to terminate the Class B Membership in the manner provided in the Bylaws; or
- (c) as otherwise required by Florida law.

Until the expiration of the Class B Membership, the Declarant shall have the right to appoint the entire Board of Directors. Upon the expiration of the Class B Membership, the Voting Representative of each Neighborhood Association or Parcel shall automatically become the appointed Directors of the Board. The Voting Representative shall cast all votes allocated to each Parcel or Neighborhood in addition to representing its Parcel or Neighborhood Association on the Board of Directors.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member and its Lot Owners and tenants shall have a right and easement of enjoyment in and to the non-exclusive use of the Recreational Lake Facility for the purpose which each Recreational Lake Facility is intended, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Recreational Lake Facility, and, in connection therewith, to mortgage said Recreational Lake Facility, provided the rights of such mortgagee in said Recreational Lake Facility shall be subordinate to the rights of the Lot Owners in this Declaration to use and enjoy the Recreational Lake Facility. The right to mortgage the Recreational Lake Facility provided herein shall not become effective until after the Turnover Date. No such rights to mortgage shall be effective unless approved by the vote of the Voting Representatives, at a duly noticed meeting of Members at which a quorum has been attained, casting affirmative votes equal to at least two-thirds

(2/3rds) of the votes of the Membership other than the Declarant represented at such meeting. Written notice of the foregoing proposed action must be sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such mortgage is held;

(b) The right of the Association to dedicate or transfer all or any part of the Recreational Lake Facility to any public agency, authority or utility for any purpose and subject to such conditions as may be agreed to by the Members. After the expiration of the Class B Membership, no such dedication or transfer, shall be effective unless approved by the vote of the Voting Representatives, at a duly noticed meeting of the Members at which a quorum has been attained, casting affirmative votes equal to at least two-thirds (2/3) of the votes of the Membership represented at such meeting, and an instrument reflecting the same has been recorded in the public records. Written notice of the foregoing proposed action must be sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Recreational Lake Facility for utilities, broadband communications, cable television and other common service purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) within the Recreational Lake Facility;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith; and

(f) Easements referred to in Article VIII hereof;

(g) The right to the use and enjoyment of the Recreational Lake Facility and improvements thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules;

(h) The other provisions of this Declaration, the Articles and Bylaws and restrictions of the CDD.

## Section 2. Recreational Lake Facility.

(a) Ownership. The Declarant hereby represents that the fee simple title or easement interests, as applicable, to the Recreational Lake Facility have been or will be conveyed and granted to the Association and the Association shall maintain the Recreational Lake Facility. The Association shall be obligated to accept conveyance of or a grant of easement in or on any portion of the Recreational Lake Facility from the Declarant, the CDD or other third parties as deemed necessary or advisable by Declarant.

(b) Maintenance. The Association shall be responsible for the maintenance of the Recreational Lake Facility in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Recreational Lake Facility (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, drainage structures, signs, sidewalks, fences, irrigation systems, and other structures, including entry features and recreational facilities, if installed or constructed by the Declarant or the Association, but excepting any public utilities, County improvements, or CDD improvements

(which may include reclaimed water lines for irrigation). The Association shall be authorized, but not required, to provide other services, such as emergency repairs reasonably necessary for the proper maintenance and operation of the Recreational Lake Facility. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration. No Member or Lot Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Recreational Lake Facility or abandonment of his right to use the Recreational Lake Facility. The cost of any maintenance, repair or replacement caused by the negligent or intentional conduct of a Member or its Lot Owners, occupants or their guest, tenants or other invitees or by the failure of a Member or its Lot Owners, occupants or their guest, tenants or other invitees to comply with the Declaration or lawfully adopted Rules of the Association shall be levied as an Individual Assessment against such Member.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use and operation of the Recreational Lake Facility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote or use recreational amenities. The Board of Directors of the Association shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Recreational Lake Facility which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's development, construction, sales and marketing of any portion of the Property. However, nothing contained herein shall authorize Declarant to unilaterally change the Declaration, Articles, Bylaws and Rules after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of utility or telecommunication conduit and lines, sewer lines and facilities, or water pipes, or any other facilities for any other utilities or services to any portion of the Recreational Lake Facility and such other easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Recreational Lake Facility;

(c) The Declarant shall have full rights of ingress and egress to and through, and over and about the Recreational Lake Facility, at all such times as the Declarant owns any portion of the Land or the Property. The Declarant shall further have an easement over and about Recreational Lake Facility for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction, placing and operating construction trailers, and for the use and maintenance of signs, banners, and the like being used in connection with the promotion of the Recreational Lake Facility or the Property, or any portion thereof. No Member, Lot Owner, or its or their guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, or their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, or promotions; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Recreational Lake Facility, both as Declarant and as a Member of the Association, to

another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Parcel or interest in any Neighborhood; and

(e) Title to any portion of the Recreational Lake Facility by Declarant may be transferred to the Association at any time, provided that title to all portions of the Recreational Lake Facility owned by Declarant shall be transferred to the Association no later than the Turnover Date. The transfer of title to any portion of the Recreational Lake Facility to the Association shall be subject to: (i) all rights of Declarant and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Recreational Lake Facility for public use, except for access to and from and throughout the Recreational Lake Facility or any additions thereto for emergency, law enforcement and persons providing essential services to the Recreational Lake Facility, any Neighborhoods or any of the Members. Notwithstanding the foregoing, any CDD property within the Recreational Lake Facility may be subject to use by the public in accordance with the CDD restrictions affecting such property.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Recreational Lake Facility shall not be required to obtain any surface water or stormwater water permits for the Land because such Land will not discharge water to other property. The Association may, however, be required to own, operate and/or maintain upland buffer areas associated with wetlands. An easement is hereby created over portions of the Recreational Lake Facility necessary to allow the CDD, any other community development district formed with respect to any portion of Twin Creeks and/or any Neighborhood Association, as applicable, to maintain wetland areas located within Twin Creeks. The Association shall maintain any inlets, ditches, ponds, lakes, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Recreational Lake Facility, the expense of the same to be charged to the Members as a common expense of the Association. The Recreational Lake Facility may be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant and TCV, for each Parcel or Neighborhood owned by it within the Property, but subject to such exemptions from assessment and variations in assessments as provided hereinbelow, hereby covenants, and each Parcel Owner and each Lot Owner by acceptance of a deed for the applicable

Parcel or Lot, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), and each Neighborhood Association, is deemed to covenant, which covenant shall run with the land and be binding on every Parcel Owner, Neighborhood Association and Lot Owner, and agree to pay to the Association: (a) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Recreational Lake Facility or any personal property which may in the future be owned by the Association) ("Regular Assessments" or "Annual Assessments"); (b) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Recreational Lake Facility, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("Special Assessments"); and (c) any individual assessments or charges incurred by the Association on behalf of one or more Parcels or Neighborhoods but not all Parcels or Neighborhoods ("Individual Assessments"). All such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular or Annual, Special, and Individual Assessments (collectively "Assessments"), together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees (including attorneys' fees involved at all appellate levels and whether or not suit is instituted) and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Parcel or Neighborhood against which each such Assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees (including attorneys' fees involved at all appellate levels and whether or not suit is instituted) and any applicable late fee imposed by the Board of Directors of the Association, shall also be the personal obligation of the person or entity who was the Parcel Owner or Neighborhood Association responsible therefore at the time when the Assessment becomes due.

**Section 2. Purpose of Assessments.** The Assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not be limited to: payment of all water and re-use water charges for the Recreational Lake Facility billed through the master water meter; any fees due under a bulk service agreement entered into on behalf of the Members by the Association or Declarant; the maintenance, repair and replacement of the Recreational Lake Facility; the payment of taxes and insurance for the Recreational Lake Facility; payment for the improvement and operation of the Recreational Lake Facility; services for the benefit of the Members and facilities related to the use and enjoyment of the Recreational Lake Facility; and the Association's share of the maintenance cost of the wetland areas located outside of the Recreational Lake Facility, some or all of which receive drainage outfall from the Land, whether such wetland areas are conveyed to the Association, the CDD or other entity. The Association may levy and collect adequate Assessments against Members for the costs of the maintenance and operation of said areas. Special Assessments shall be used to fund capital improvements (other than Declarant's initial construction and development of the Recreational Lake Facility), deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary as set forth in Article VI, Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Parcels or Neighborhoods, but less than all Parcels or Neighborhoods.

**Section 3. Basis of Annual Assessments.** For the first twelve (12) months of operation of the Association, the Assessments shall be the amount as set forth in the estimated operating budget of the Association for the first year of operation. From and after January of the next operating year, the Annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Each

4.10 Presiding Officer. The presiding Officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.11 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of Officers and committees;
- (d) Election of Officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding Officer.

4.12 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative, Voting Representatives and/or Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.13 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.

4.14 Declarant Control of Board; Turnover. Notwithstanding anything herein to the contrary, so long as there shall be a Class B Membership, the Declarant shall have the right to appoint and replace all Directors and Officers.

After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership by causing a majority of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to appoint their Voting Representatives to serve on the Board of Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees,

shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots or Parcels.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant (but not more than ninety (90) days after such event), the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The minute books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning Officers and Directors who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (j) Insurance policies;
- (k) Copies of any certificates of completion which may have been issued for the improvements located on the Recreational Lake Facility;
- (l) Any other permits issued by governmental bodies applicable to the Recreational Lake Facility in force or issued within one (1) year prior to the date the Members take control of the Association;
- (m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Recreational Lake Facility;

(n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;

(o) Leases to which the Association is a party, if applicable;

(p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;

(q) All other contracts to which the Association is a party;

(r) All deeds to the Recreational Lake Facility land owned by the Association; and

(s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.15 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the "Official Records" of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Recreational Lake Facility or other property that the Association is obligated to maintain, repair, or replace, if any;

(b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;

(c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;

(d) A copy of the Declaration and a copy of each Amendment thereto;

(e) A copy of the current Rules of the Association;

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and parcel identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to

be performed must also be considered Official Records and must be kept for a period of one (1) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(i) Accurate, itemized, and detailed records of all records and expenditures;

(ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due;

(iii) All tax returns, financial statements, and financial reports of the Association; and

(iv) Any other records that identify, measure, record, or communicate financial information.

4.16 Inspection and Copying of Records. The Official Records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents and/or Voting Representatives at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper Officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein or in the Articles or Declaration), the following:

(a) Operating and maintaining the Recreational Lake Facility and other property owned by the Association.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for common expenses of the Association from all Members.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Recreational Lake Facility and other property owned by the Association.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Recreational Lake Facility and any Association property.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Selling, leasing, mortgaging or otherwise dealing with land and other property acquired by the Association.

(h) Settling or compromising claims of or against the Association in which all Members have a common interest.

(i) Obtaining and reviewing insurance for the Recreational Lake Facility and other property owned by the Association.

(j) Making repairs, additions and improvements to, or alterations of, the Recreational Lake Facility in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(k) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Recreational Lake Facility.

(l) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Recreational Lake Facility or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that vote of the Voting Representatives, at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws, casting affirmative votes equal to at least two-thirds (2/3rds) of the votes of the Membership other than Declarant represented at such meeting, shall be required. Any such mortgage shall only encumber the Land which comprises the Recreational Lake Facility and no other portion of the Property. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Parcel or Lots in a Neighborhood in the Property.

(m) Contracting for the management and maintenance of the Recreational Lake Facility or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Recreational Lake Facility or other Association property, with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, the promulgation of rules and execution of contracts on behalf of the Association.

(n) At its discretion, authorizing Members or other persons to use portions of the Recreational Lake Facility or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(o) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(p) Contracting with and creating special taxing districts.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax Assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

## 6. Officers.

6.1 Executive Officers. The executive Officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice-President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other Officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.

6.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/she also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with

substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 Declarant Appointees. No Officer appointed by the Declarant may be removed except by Declarant and except as otherwise provided by law.

7. Compensation. Neither Directors nor Officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as Officers or Directors.

8. Resignations. Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of the Lot or Lots owned by any Director or Officer (other than appointees of the Declarant or other Directors or Officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or Officer.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the general or common expenses of the Association, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of the land within the Recreational Lake Facility and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote of Directors.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment of an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a common expense of the Association.

9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives, and/or the Voting Representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Member designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;

- (c) Taxes;
- (d) Cost for expenses related to Recreational Lake Facility;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for landscaping and pond maintenance;
- (g) Insurance costs;
- (h) Administrative and salary expenses;
- (i) General reserves, maintenance reserves and depreciation reserves; and
- (j) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Parcels or Lots it owns in any Neighborhood which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

11. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

11.1 So long as there is a Class B Membership, Declarant reserves the right to amend these Bylaws without the consent of the Members. Such amendments shall not require the consent of any mortgage lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms of these Bylaws may be amended by the vote of the Voting Representatives, at a duly noticed meeting at which a quorum has been attained, called for the purpose of voting on the amendment, casting affirmative votes equal to not less than two-thirds (2/3rds) of the votes of the Membership represented at such meeting. Notwithstanding the foregoing; for so long as Declarant owns any portion of the Property, no amendment of these Bylaws shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

11.2 Any number of amendments may be submitted to the Voting Representatives and voted upon by them at any one meeting.

11.3 If all of the Voting Representatives eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.4 No amendment shall make any changes in the qualifications for membership or in the voting rights of Members without approval by all of the Members. No amendment shall be made that is in conflict with the Declaration or the Articles.

11.5 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members, without the written approval of all of the Members so discriminated against or affected.

11.6 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.

12. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to Rules concerning the use and operation of the Recreational Lake Facility. Copies of such Rules shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

15. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

16. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all Officers and Directors, (and members of a committee or tribunal, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a

Member and Lot Owner acknowledges the Association is responsible for repair, maintenance and capital improvements and the funding of the costs and expenses thereof (other than the cost of Declarant's initial construction and development of the Recreational Lake Facility) that may result in Special Assessments due to reserves not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the vote of the Voting Representatives, at a duly noticed meeting of Members at which a quorum has been attained, casting affirmative votes on behalf of a majority of the total votes of the Membership, or by the written consent of such Voting Representatives. The approval action must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval of any reserves, the Board of Directors of the Association shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Parcels or Neighborhoods Declarant owns or controls so long as Declarant is funding any deficits in operating costs pursuant to Article VI, Section 9 hereof.

Section 4. Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments shall be allocated equally among all of the Lots in each Neighborhood and the approved number of residential dwelling units for each Parcel in the Property. Each Member shall remit its prorate share of Assessments to the Association based upon the number of Lots in the Neighborhood or approved residential dwelling units within the Parcel over the total number of lots and approved residential dwelling units in the Property. Assessments may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company by each Member and in no instance shall any mortgagees have the obligation to collect Assessments. Each Member shall be obligated to collect the Recreational Lake Facility Assessment from all Lot Owners within the Neighborhood as part of the Neighborhood Association assessment payable under the Neighborhood Association budget and remit all Assessments due to the Association from the Neighborhood on the interval determined by the Board.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Recreational Lake Facility, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover operating expenses of the Association or as otherwise approved by the Board of Directors; PROVIDED that (i) a Special Assessment may not be levied unless the notice of the Board of Directors' meeting at which such Special Assessment will be considered includes a statement that a Special Assessment will be considered and the nature of the Special Assessment; and (ii) a Special Assessment may not be levied to fund the cost of Declarant's initial construction and development of the Recreational Lake Facility. Each Member shall be responsible for their pro rata share of Special Assessments as provided in Article VI, Section 4 above. Notice of any Board of Director's meeting at which a Special Assessment will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Recreational Lake Facility or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to all Members as soon as the improvements and facilities in the Recreational Lake Facility are available to the Members for use. The first Annual


court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally, and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became Officers or Directors while this Section was effective.

17. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the Rules adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and it's Lot Owners', guests' and tenants' right to the use of the Recreational Lake Facility. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws shall be cumulative and none shall be exclusive. However, any Member must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any Rules adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

The foregoing was adopted as the Bylaws of TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 14 day of June, 2016.

Approved:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Attest: Secretary

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Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Member subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the Annual Assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an Officer of the Association setting forth whether the Assessments due from a Member have been paid. A reasonable charge may be made by the Board of Directors of the Association or its agent for the issuance of these certificates, not to exceed amounts established by applicable law. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid by any Member within ten (10) days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full, may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Parcel Owner or Neighborhood Association personally obligated to pay the same, or foreclose the lien against such Neighborhood or Parcel to which the Assessment is levied, with interest, costs and reasonable attorneys' fees, including at all appellate levels, whether or not such suit is instituted, in collection or enforcement to be added to the amount of such Assessment. Additionally, with respect to any Assessments which are not paid within thirty (30) days after the due date, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Member for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Lot Owners within a Neighborhood or Parcels Owners, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Member or Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Recreational Lake Facility or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

Section 8. Subordination of the Lien to Mortgages. The lien securing payment of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association.

Section 9. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, the Declarant shall not be liable for Assessments against Parcels or Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions, income and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments for all Lots and all Parcels that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as

aforesaid. When all Lots and the Parcels within the Property are sold and conveyed to purchasers, including Builders, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Nothing herein shall be construed as a guarantee by the Declarant of the maximum amount of Assessments due from the Members for any stated period.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Nuisance. No noxious or offensive activity shall be carried on upon any portion of the Recreational Lake Facility, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Recreational Lake Facility, or which affects the health, safety or welfare of the Members, Lot Owners or other users of the Recreational Lake Facility, in the Association's reasonable discretion.

Section 2. Pets. Each person bringing a pet within the Recreational Lake Facility shall be absolutely liable to the Association, its Members and other Lot Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Recreational Lake Facility. It shall be the duty and responsibility of each such Lot Owner or person bringing a pet within the Recreational Lake Facility to clean up after such animals which have deposited droppings or otherwise used any portion of the Recreational Lake Facility. Animals must be kept on a leash held by a person capable of controlling the animal at all times within the Recreational Lake Facility, unless otherwise specifically permitted in such areas designated for pets. The Association shall have the right to promulgate Rules relating to pets within the Recreational Lake Facility, including the right to restrict certain areas within the Recreational Lake Facility from use or occupancy by pets.

Section 3. Waste Removal. All trash and garbage shall be deposited in trash receptacles designated for use within the Recreational Lake Facility or otherwise removed from the Recreational Lake Facility by any user. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 4. Parking. All users of the Recreational Lake Facility shall park in designated parking areas. There shall be no parking on the grass within the Recreational Lake Facility. Subject to applicable laws and ordinances, if any vehicle is parked in violation of these or other restrictions posted within the Recreational Lake Facility, the Association is authorized to order the towing of any such vehicle (at said vehicle owner's expense) for a violation of this Section or posted parking regulations. Each Member and its Lot Owners irrevocably grants the Association and its designated towing service the right to tow vehicles in violation of this Declaration or posted parking restrictions within the Recreational Lake Facility. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing.

Section 5. Littoral Areas. The ponds and wetlands within the Recreational Lake Facility contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the St. Johns River Water Management District. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp. The Association may be responsible for removal of exotic nuisance plant species which may be located within the littoral areas.

Section 6. Declarant Exemption. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and promotions of the Recreational Lake Facility, homes within a Neighborhood or any Parcel, shall not apply to the Declarant.

## ARTICLE VIII

### EASEMENTS

Section 1. Public. Easements are reserved over the Recreational Lake Facility for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Access. Easements for ingress and egress and for the installation and maintenance of all utilities, surface water management and drainage facilities, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over the Recreational Lake Facility in favor of the Association and other entities with maintenance responsibilities related to the same. The right is also reserved to the Declarant and the Association to create additional utility or drainage easements by separate instrument as may be required from time to time.

Section 3. Declarant. An easement is reserved over the Recreational Lake Facility in favor of (i) the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of Twin Creeks and (ii) the Declarant for the purpose of construction of improvements to the Recreational Lake Facility. In addition, the Declarant shall also have the right to keep any entry gate open to provide access to the Recreational Lake Facility by the public for sales and marketing of the homes and Lots within Twin Creeks. The easements created by this Section shall be broadly construed and supplement other rights of the Declarant herein, running with the land until such time as the Declarant no longer own any Parcels or Lots in the Property and all of the Declarant's obligations hereunder are satisfied.

## ARTICLE IX

### INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements in the Recreational Lake Facility. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Recreational Lake Facility, improvements located thereon and the personal property owned by the Association, to the extent provided in this Article IX, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Recreational Lake Facility, improvements located thereon and the personal property owned by the Association shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Recreational Lake Facility including any structures thereon, and all fixtures, installations or additions comprising that part of the Recreational Lake Facility to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Recreational Lake Facility or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risks as from time to time are customarily covered with respect to the Recreational Lake Facility and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Recreational Lake Facility, improvements located thereon and the personal property owned by the Association is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association, its Members or of other Lot Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Recreational Lake Facility, improvements located thereon and the personal property owned by the Association and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the

Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Recreational Lake Facility.

Section 2. Enforcement. The Declarant, Association and/or any Member shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, rights and obligations now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels. In addition, the Association shall have the right to suspend the right to use the Recreational Lake Facility during any such period of time a Member is default in the payment of Assessments hereunder or the Member is otherwise violating the terms and condition of this Declaration.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or its Members, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, any Member may petition the Circuit Court for the appointment of a receiver to manage the affairs of the Association, the Recreational Lake Facility and the corresponding improvements and infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, and subject to such limitations as provided by law, Declarant reserves the right to amend this Declaration without the consent of the Members. Such amendments shall not require the consent of any mortgage lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms this Declaration may be amended by the vote of the Voting Representatives, at a duly noticed meeting of Members at which a quorum has been attained, called for the purpose of voting on the amendment, casting affirmative votes equal to not less than two-thirds (2/3rds) of the votes of the

Membership represented at such meeting. Notwithstanding the foregoing for so long as Declarant owns any portion of the Property, no amendment of this Declaration shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Section 6. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 7. Instruments and Limitations Governing Recreational Lake Facility. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Recreational Lake Facility and the rights, duties and responsibilities of the Association, Members and Lot Owners. Notwithstanding any reference to Chapter 720, Florida Statutes in this Declaration, the Articles or the Bylaws and/or anything in this Declaration, the Articles and/or Bylaws to the contrary, the Association and its exercise of any right, power, authority, privilege or duty, as the same pertains to the Neighborhoods located within the Property, shall not be intended to subject the Association to Chapter 720, Florida Statutes, and it is the intent of this Declaration that the Association not be deemed to operate residential communities rather the Association operates and administers only the Recreational Lake Facility for the use and benefit of residential communities.

Section 8. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause or payment of a termination fee on sixty (60) days or less written notice.

Section 9. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the development of the Land, the Recreational Lake Facility, the Property or any surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Member or Lot Owner acquiring a Parcel or Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Parcel or Lot agrees to hold Declarant harmless therefrom.

Section 10. Notice to Members. Whenever notices are required to be given hereunder, the same shall be sent to the Member United States First Class Mail, postage prepaid, at the address provided by the Member to the Association. Such notices shall be deemed given when deposited in the United States Mail. Any Member may change his mailing address by written notice given to the Declarant or the Association or in the official records of the Florida Department of State, Division of Corporations.

Section 11. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 12. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 13. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, 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 BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY MEMBER OR LOT OWNER OR USER OF ANY PORTION OF THE RECREATIONAL LAKE FACILITY, INCLUDING, WITHOUT LIMITATION, RESIDENTS OF TWIN CREEKS AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, OCCUPANTS, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(b) 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, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE 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 MEMBER, PARCEL OWNER AND LOT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE RECREATIONAL LAKE FACILITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF 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 SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS EMPLOYEES,

OFFICERS, DIRECTORS, MEMBERS, MANAGERS AND AFFILIATES, EACH OF WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 14. Construction Activities. ALL MEMBERS, PARCEL OWNERS, LOT OWNERS, OCCUPANTS AND USERS OF THE RECREATIONAL LAKE FACILITY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE ASSOCIATION, AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND SUBCONTRACTORS (TOGETHER THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES AT THE RECREATIONAL LAKE FACILITY WHICH IS WITHIN CLOSE PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE RECREATIONAL LAKE FACILITY, EACH SUCH MEMBER, PARCEL OWNER, LOT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PORTION OF THE RECREATIONAL LAKE FACILITY OR IN PROXIMITY TO ANY PORTION OF THE RECREATIONAL LAKE FACILITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, IF ANY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES, IF INSTALLED, MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AND PROMOTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY AND ANY USE OF THE RECREATIONAL LAKE FACILITY, HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO ACQUIRE, IMPROVE, SELL, CONVEY, AND/OR LEASE LOTS AND/OR PARCELS, AND FOR DECLARANT TO ALLOW THE USE OF THE RECREATIONAL LAKE FACILITY.

Section 15. Noise. ALL MEMBERS, PARCEL OWNERS, LOT OWNERS, OCCUPANTS AND USERS OF THE PROPERTY AND/OR THE RECREATIONAL LAKE FACILITY ARE HEREBY PLACED ON NOTICE THAT BECAUSE OF THE PROXIMITY OF THE RECREATIONAL LAKE FACILITY TO AN ACTIVE RAILROAD, VIBRATION AND/OR NOISE FROM THE RAILROAD (AND THE TRAINS ON THE RAILROAD TRACKS) MAY BE DETECTABLE BUT SUCH VIBRATION AND/OR NOISE SHALL NOT BE DEEMED A NUISANCE HEREUNDER OR GENERALLY UNDER THE LAW. BY USING THE RECREATIONAL LAKE FACILITY, EACH MEMBER, PARCEL OWNER AND LOT OWNER (FOR ITSELF, AND ON BEHALF OF EACH OF THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS) SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH VIBRATION AND/OR NOISE RESULTING FROM THE PROXIMITY TO, AND ACTIVITIES ON, THE NEARBY RAILROAD, AND TO HAVE FULLY RELEASED THE LISTED PARTIES AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

Section 16. Notices and Disclaimers as to Water Bodies. THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER

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

Section 17. Water Levels. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES OUT THE CONTROL OF THE LISTED PARTIES, THE WATER LEVELS IN ANY LAKE, POND, CREEK, STREAM OR OTHER WATER BODY, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF SUCH WATER BODIES. THESE WATER LEVEL FUNCTIONS AND CHANGES IN THE APPEARANCE OF SUCH WATER BODIES ARE CONSIDERED NORMAL OCCURRENCES. NONE OF THE LISTED PARTIES HAS CONTROL OVER SUCH WATER LEVEL FLUCTUATION OR ASSOCIATED IMPACTS TO PLANT GROWTH IN ANY OF THE WATER BODIES WITHIN THE PROPERTY OR THE RECREATIONAL LAKE FACILITY. THEREFORE, THE LISTED PARTIES ARE HEREBY RELEASED FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO ANY OF THE WATER BODIES WITHIN THE PROPERTY OR THE RECREATIONAL LAKE FACILITY, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS.

Section 18. Twelve Mile Swamp Conservation Area. ALL MEMBERS, PARCEL OWNERS AND LOT OWNERS, AND ALL OCCUPANTS AND USERS OF THE RECREATIONAL LAKE FACILITY, ARE HEREBY PLACED ON NOTICE THAT THE RECREATIONAL LAKE FACILITY IS LOCATED IN CLOSE PROXIMITY TO THE TWELVE MILE SWAMP CONSERVATION AREA ("TMSCA") AND THAT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TEN-YEAR RESOURCE MANAGEMENT PLAN FOR THE TMSCA PROVIDES FOR PRESCRIBED BURNING WITHIN CERTAIN PORTIONS OF THE TMSCA, SILVICULTURAL GUIDELINES, AND FOREST RESOURCE MANAGEMENT TECHNIQUES THAT MAY RESULT IN INTENSE HEAT, HEAVY SMOKE AND AIRBORNE ASH IN OR AROUND THE RECREATIONAL LAKE FACILITY. EACH SUCH MEMBER, PARCEL OWNER, LOT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY. EACH MEMBER, PARCEL OWNER, LOT OWNER, OCCUPANT AND USER SHALL HEREBY ASSUMES ALL RISKS ASSOCIATED WITH SUCH ACTIVITIES IN THE

TMSCA, INCLUDING, BUT NOT LIMITED TO, THE RISK OF PROPERTY DAMAGE. THE LISTED PARTIES ARE HEREBY RELEASED FROM AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), LIABILITY, CLAIMS OR EXPENSES ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES. ANY USE OF THE RECREATIONAL LAKE FACILITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING. THIS ACKNOWLEDGMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO ACQUIRE, IMPROVE, SELL, CONVEY, LEASE LOTS AND/OR PARCELS, AND FOR DECLARANT TO ALLOW THE USE OF THE RECREATIONAL LAKE FACILITY.

Section 19. Use of Facilities and Amenities Located Outside of the Recreational Lake Facility. EACH MEMBER, PARCEL OWNER AND LOT OWNER ARE HEREBY PLACED ON NOTICE THAT THE MEMBERSHIP IN THE RECREATIONAL LAKE FACILITY ASSOCIATION DOES NOT PROVIDE ANY SUCH MEMBER, PARCEL OWNER OR LOT OWNER, NOR ANY OF THEIR GUESTS, TENANTS, AND INVITEES, WITH ANY RIGHTS TO ACCESS OR USE ANY RECREATIONAL FACILITIES OR AMENITIES LOCATED WITHIN TWIN CREEKS AND OUTSIDE OF THE RECREATIONAL LAKE FACILITY AND SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THOSE FACILITIES AND AMENITIES TO BE CONSTRUCTED NORTH OF COUNTY ROAD 210, WHICH ARE NOT OPEN TO THE PUBLIC.

IN WITNESS WHEREOF, the Declarant executed this Declaration, this 14<sup>th</sup> day of June, 2016.

Signed, sealed and delivered

Twin Creeks Development Associates, LLC, a  
Florida limited liability company

in the presence of:

Zelica M. Quigley  
Name: Zelica M. Quigley

John Barrett Kinsey  
Name: John Barrett Kinsey

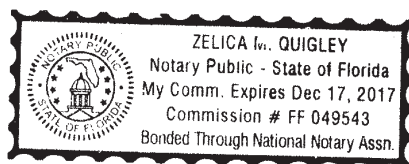
By: John T. Kinsey  
John T. Kinsey, Manager

STATE OF FLORIDA )  
 ) : SS  
COUNTY OF PALM BEACH )

The foregoing instruction was acknowledged before me this 14 day of June, 2016, by John T. Kinsey, as Manager, of TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company, on behalf of said Corporation. The foregoing person is personally known to me.

My Commission Expires:

Zelica M. Quigley  
Name: Zelica M. Quigley  
Notary Public, State of Florida at Large



JOINDER

TWIN CREEKS VENTURES LLC, a Florida limited liability company, whose mailing address is 1951 Northwest 19th Street, Boca Raton, Florida 33431, hereby approves and joins in the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of TWIN CREEKS RECREATIONAL LAKE FACILITY and the Exhibits attached thereto, agrees to subject the portion of the Property owned by it to the terms thereof, and will comply with and perform the terms and conditions of said Declaration.

In Witness Whereof, TWIN CREEKS VENTURES LLC has executed this Joinder on this 14 day of June, 2016.

Signed, sealed and delivered

in the presence of:

Zelica M. Quigley  
Name: Zelica M. Quigley

John Barrett Kinsey  
Name: John Barrett Kinsey

STATE OF FLORIDA                     )  
  ):SS  
COUNTY OF PALM BEACH             )

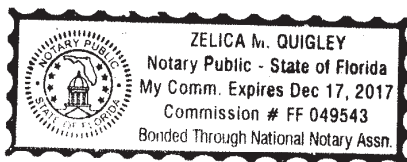
Twin Creeks Ventures LLC, a Florida limited liability company

By: John T. Kinsey  
John T. Kinsey, Manager

The foregoing instruction was acknowledged before me this 14 day of June, by John T. Kinsey, as Manager, of TWIN CREEKS VENTURES LLC, a Florida limited liability company, on behalf of said Corporation. The foregoing person is personally known to me.

My Commission Expires:

Zelica M. Quigley  
Name: Zelica M. Quigley  
Notary Public, State of Florida at Large



JOINDER

TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, whose mailing address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, hereby approves and joins in the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of TWIN CREEKS RECREATIONAL LAKE FACILITY and the Exhibits attached thereto, agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of said Declaration.

In Witness Whereof, TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., has executed this Joinder on this 14 day of June, 2016.

Signed, sealed and delivered  
in the presence of:

TWIN CREEKS RECREATIONAL LAKE  
FACILITY PROPERTY OWNERS'  
ASSOCIATION, INC., a not-for-profit Florida  
corporation

Zelica M. Quigley  
Name: Zelica M. Quigley

By: John T. Kinsey  
John T. Kinsey, President

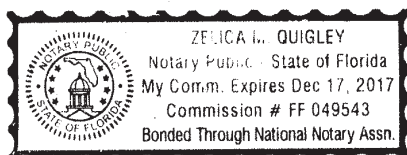
John Barrett Kinsey  
Name: John Barrett Kinsey

STATE OF FLORIDA                     )  
  ):SS  
COUNTY OF PALM BEACH            )

The foregoing instruction was acknowledged before me this 14 day of June, 2016, by John T. Kinsey, as President of TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.

Zelica M. Quigley  
Name: Zelica M. Quigley  
Notary Public, State of Florida  
at Large

My Commission Expires:



JOINDER

CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, whose mailing address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, hereby approves and joins in the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of TWIN CREEKS RECREATIONAL LAKE FACILITY and the Exhibits attached thereto, agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of said Declaration.

**In Witness Whereof**, CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC., has executed this Joinder on this 14 day of June, 2016.

Signed, sealed and delivered  
in the presence of:

CREEKSIDE AT TWIN CREEKS  
HOMEOWNERS' ASSOCIATION, INC.

Zelica M. Quigley  
Name: \_\_\_\_\_

By: John T. Kinsey  
Name: John T. Kinsey, President

John Barrett Kinsey  
Name: John Barrett Kinsey

STATE OF FLORIDA                     )  
  ):SS  
COUNTY OF PALM BEACH         )

The foregoing instruction was acknowledged before me this 14 day of June, 2016, by John T. Kinsey, as President of CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.

Zelica M. Quigley  
Name: Zelica M. Quigley  
Notary Public, State of Florida  
at Large

My Commission Expires:

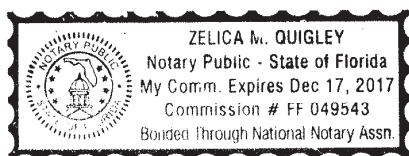


EXHIBIT "A"

LAND

The real property described on Schedule 1, Schedule 2, Schedule 3 and Schedule 4 attached hereto.

Schedule 1

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH  $14^{\circ}59'21''$  WEST, 272.84 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 314.27 FEET, AN ARC DISTANCE OF 83.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $40^{\circ}17'01''$  WEST, 82.84 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 318.58 FEET, AN ARC DISTANCE OF 74.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $41^{\circ}08'54''$  WEST, 74.44 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 771.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $13^{\circ}34'50''$  EAST, 683.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $61^{\circ}36'00''$  EAST, 287.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 574.66 FEET, AN ARC DISTANCE OF 498.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $36^{\circ}45'48''$  EAST, 482.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $11^{\circ}55'36''$  EAST, 113.12 FEET, TO THE TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 148.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $28^{\circ}34'51''$  WEST, 147.41 FEET; THENCE SOUTH  $31^{\circ}59'36''$  WEST, 343.24 FEET; THENCE NORTH  $90^{\circ}00'00''$  WEST, 664.28 FEET; THENCE SOUTH  $00^{\circ}11'07''$  WEST, 12.49 FEET; THENCE NORTH  $89^{\circ}55'30''$  WEST, 1292.26 FEET; THENCE SOUTH  $26^{\circ}45'08''$  WEST, 226.08 FEET; THENCE SOUTH  $46^{\circ}22'14''$  WEST, 151.85 FEET; THENCE SOUTH  $45^{\circ}00'00''$  WEST, 45.79 FEET; THENCE NORTH  $61^{\circ}49'17''$  WEST, 63.27 FEET; THENCE SOUTH  $77^{\circ}42'42''$  WEST, 24.77 FEET; THENCE SOUTH  $07^{\circ}07'30''$  WEST, 11.04 FEET; THENCE SOUTH  $45^{\circ}00'00''$  WEST, 35.26 FEET; THENCE SOUTH  $24^{\circ}54'17''$  WEST, 29.96 FEET; THENCE SOUTH  $40^{\circ}54'52''$  WEST, 27.53 FEET; THENCE SOUTH  $59^{\circ}49'45''$  WEST, 67.91 FEET; THENCE NORTH  $55^{\circ}05'01''$  WEST, 96.22 FEET; THENCE NORTH  $25^{\circ}46'10''$  WEST, 13.78 FEET; THENCE NORTH  $47^{\circ}21'12''$  WEST, 40.80 FEET; THENCE NORTH  $74^{\circ}44'42''$  WEST, 30.02 FEET; THENCE NORTH  $66^{\circ}02'15''$  WEST, 29.63 FEET; THENCE NORTH  $74^{\circ}21'28''$  WEST, 18.31 FEET; THENCE SOUTH  $79^{\circ}22'49''$  WEST, 0.46 FEET; THENCE SOUTH  $35^{\circ}50'16''$  WEST, 2.66 FEET; THENCE SOUTH  $06^{\circ}00'32''$  EAST, 1.30 FEET; THENCE SOUTH  $42^{\circ}30'38''$  EAST, 14.38 FEET; THENCE SOUTH  $14^{\circ}02'10''$  EAST, 44.60 FEET; THENCE SOUTH  $27^{\circ}08'59''$  WEST, 56.35 FEET; THENCE SOUTH  $41^{\circ}25'25''$  WEST, 52.18 FEET; THENCE SOUTH  $58^{\circ}16'35''$  WEST, 71.28 FEET; THENCE SOUTH  $71^{\circ}33'54''$  WEST, 18.07 FEET; THENCE SOUTH  $40^{\circ}03'39''$  EAST, 58.27 FEET; THENCE SOUTH  $06^{\circ}20'25''$  WEST, 29.97 FEET; THENCE SOUTH  $50^{\circ}42'38''$  WEST, 34.16 FEET; THENCE SOUTH  $30^{\circ}27'56''$  WEST, 24.11 FEET; THENCE SOUTH  $69^{\circ}26'38''$  WEST, 35.33 FEET; THENCE SOUTH  $38^{\circ}41'50''$  WEST, 14.27 FEET; THENCE SOUTH  $49^{\circ}08'41''$  EAST, 15.76

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FEET; THENCE SOUTH 14°02'10" WEST, 48.10 FEET; THENCE SOUTH 31°36'27" WEST, 25.03 FEET; THENCE SOUTH 09°27'44" EAST, 12.26 FEET; THENCE SOUTH 37°29'59" WEST, 82.92 FEET; THENCE NORTH 90°00'00" WEST, 22.66 FEET; THENCE SOUTH 75°57'50" WEST, 34.70 FEET; THENCE SOUTH 79°02'45" WEST, 17.14 FEET; THENCE SOUTH 39°15'54" WEST, 58.33 FEET; THENCE SOUTH 38°09'26" EAST, 24.83 FEET; THENCE SOUTH 00°00'00" EAST, 7.06 FEET; THENCE SOUTH 81°36'44" EAST, 40.33 FEET; THENCE SOUTH 00°24'28" WEST, 80.63 FEET; THENCE SOUTH 46°39'12" WEST, 33.58 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 179.34 FEET, AN ARC DISTANCE OF 153.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'47" EAST, 148.83 FEET; THENCE NORTH 87°50'56" EAST, 16.33 FEET; THENCE SOUTH 77°56'14" EAST, 53.41 FEET; THENCE SOUTH 52°50'29" EAST, 42.43 FEET; THENCE SOUTH 88°43'36" EAST, 12.44 FEET; THENCE NORTH 82°55'24" EAST, 82.72 FEET; THENCE SOUTH 03°25'12" EAST, 63.44 FEET; THENCE SOUTH 00°10'27" WEST, 29.54 FEET; THENCE NORTH 52°25'50" EAST, 20.98 FEET; THENCE SOUTH 37°46'58" EAST, 95.61 FEET; THENCE SOUTH 18°30'06" WEST, 50.73 FEET; THENCE SOUTH 25°00'49" EAST, 57.70 FEET; THENCE SOUTH 36°10'44" EAST, 27.49 FEET; THENCE SOUTH 68°18'40" EAST, 9.61 FEET; THENCE NORTH 88°06'43" EAST, 12.76 FEET; THENCE NORTH 33°00'17" EAST, 6.20 FEET; THENCE NORTH 45°07'20" WEST, 26.92 FEET; THENCE NORTH 53°56'24" EAST, 104.35 FEET; THENCE SOUTH 77°50'39" EAST, 65.62 FEET; THENCE SOUTH 54°38'36" EAST, 57.06 FEET; THENCE SOUTH 07°12'22" WEST, 36.68 FEET; THENCE SOUTH 12°49'54" EAST, 55.59 FEET; THENCE SOUTH 46°57'12" WEST, 34.73 FEET; THENCE SOUTH 46°57'12" WEST, 4.93 FEET; THENCE SOUTH 34°44'37" EAST, 2.61 FEET; THENCE NORTH 89°32'48" EAST, 39.42 FEET; THENCE NORTH 78°18'21" EAST, 24.08 FEET; THENCE NORTH 15°48'02" EAST, 10.43 FEET; THENCE NORTH 40°04'06" WEST, 22.71 FEET; THENCE NORTH 03°46'38" EAST, 28.70 FEET; THENCE NORTH 47°36'23" EAST, 80.82 FEET; THENCE NORTH 28°31'07" EAST, 25.67 FEET; THENCE NORTH 24°58'34" EAST, 50.71 FEET; THENCE NORTH 16°26'32" EAST, 36.40 FEET; THENCE NORTH 31°31'38" EAST, 17.36 FEET; THENCE NORTH 28°38'26" EAST, 30.74 FEET; THENCE NORTH 26°11'09" EAST, 6.35 FEET; THENCE NORTH 18°52'24" WEST, 9.16 FEET; THENCE NORTH 65°49'03" WEST, 10.18 FEET; THENCE NORTH 88°04'57" WEST, 41.85 FEET; THENCE NORTH 10°16'07" WEST, 34.17 FEET; THENCE NORTH 46°31'41" WEST, 30.81 FEET; THENCE NORTH 02°13'50" WEST, 23.09 FEET; THENCE NORTH 70°24'24" WEST, 13.74 FEET; THENCE NORTH 79°12'25" WEST, 23.14 FEET; THENCE NORTH 79°35'54" WEST, 66.06 FEET; THENCE SOUTH 89°59'24" WEST, 33.70 FEET; THENCE NORTH 34°48'04" WEST, 23.62 FEET; THENCE NORTH 66°08'46" WEST, 10.34 FEET; THENCE SOUTH 38°40'55" WEST, 39.40 FEET; THENCE SOUTH 89°49'36" WEST, 40.16 FEET; THENCE SOUTH 75°16'10" WEST, 58.12 FEET; THENCE NORTH 05°50'26" WEST, 85.61 FEET; THENCE NORTH 61°12'38" EAST, 113.59 FEET; THENCE SOUTH 67°53'50" EAST, 38.34 FEET; THENCE NORTH 86°08'00" EAST, 16.18 FEET; THENCE NORTH 54°42'58" EAST, 22.72 FEET; THENCE NORTH 58°22'29" EAST, 42.76 FEET; THENCE NORTH 08°40'11" EAST, 48.92 FEET; THENCE NORTH 77°56'37" EAST, 29.99 FEET; THENCE NORTH 40°35'47" EAST, 28.82 FEET; THENCE NORTH 71°47'38" EAST, 71.10 FEET; THENCE NORTH 88°23'32" EAST, 50.94 FEET; THENCE NORTH 13°37'25" EAST, 6.51 FEET; THENCE NORTH 58°44'04" WEST, 30.27 FEET; THENCE NORTH 18°36'28" EAST, 70.96 FEET; THENCE NORTH 24°51'27" EAST, 36.05 FEET; THENCE NORTH 50°12'43" EAST, 67.72 FEET; THENCE SOUTH 37°00'15" EAST, 61.20 FEET; THENCE SOUTH 49°27'31" EAST, 112.16 FEET; THENCE SOUTH 24°09'05" EAST, 42.82 FEET; THENCE SOUTH 01°57'28" WEST, 64.45 FEET; THENCE SOUTH 32°49'51" WEST, 59.44 FEET; THENCE NORTH 87°11'10" WEST, 0.56 FEET; THENCE SOUTH

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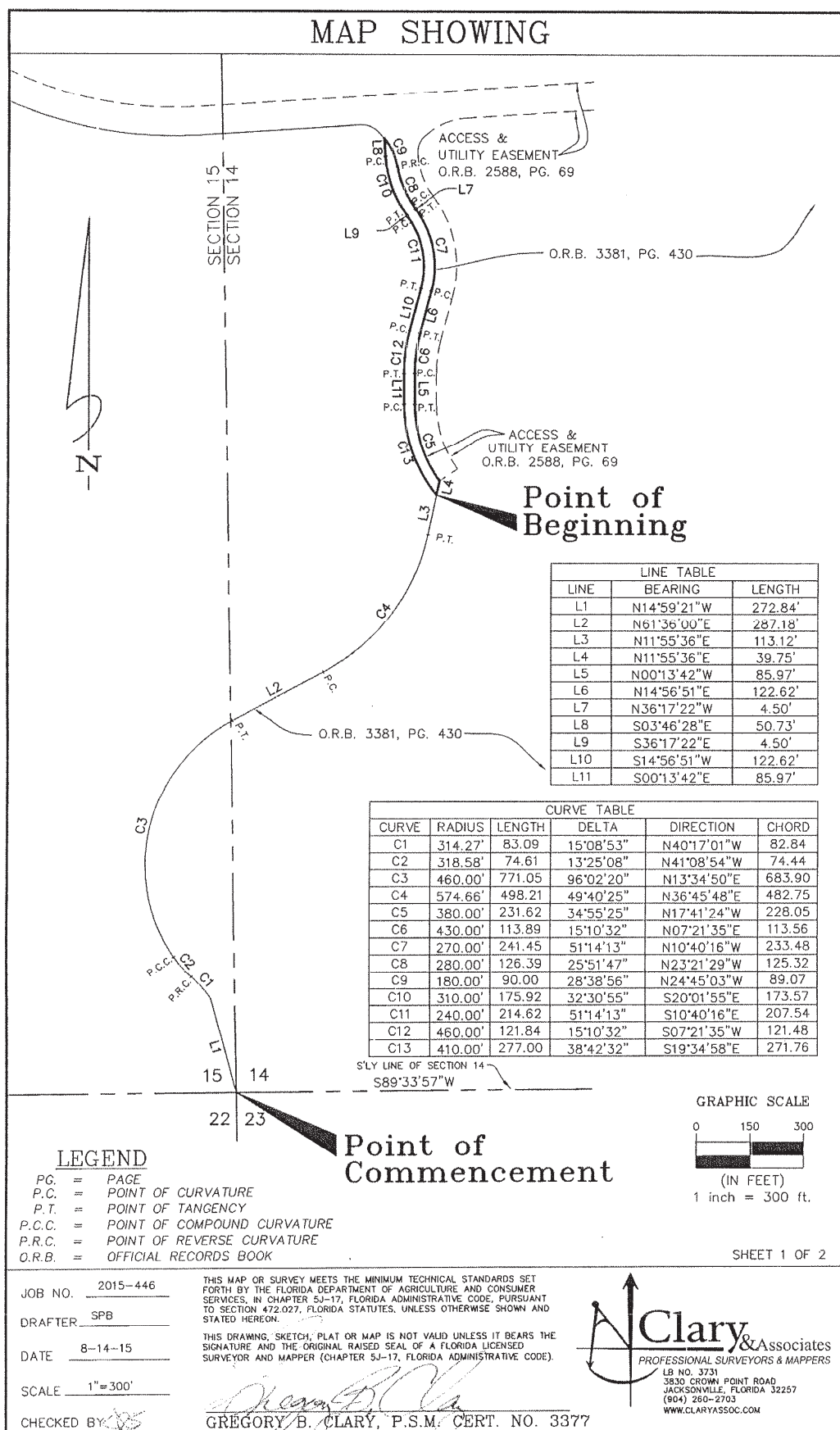
20°59'43" WEST, 41.49 FEET; THENCE SOUTH 17°59'33" EAST, 33.90 FEET; THENCE SOUTH 87°24'08" EAST, 28.73 FEET; THENCE SOUTH 43°00'30" EAST, 82.69 FEET; THENCE SOUTH 07°30'07" WEST, 46.06 FEET; THENCE SOUTH 03°26'04" WEST, 27.97 FEET; THENCE SOUTH 02°24'46" WEST, 44.09 FEET; THENCE SOUTH 01°36'35" WEST, 37.89 FEET; THENCE SOUTH 02°22'49" WEST, 32.15 FEET; THENCE SOUTH 44°00'15" WEST, 38.43 FEET; THENCE SOUTH 58°04'35" WEST, 42.74 FEET; THENCE SOUTH 80°36'04" EAST, 17.39 FEET; THENCE SOUTH 23°10'46" EAST, 30.58 FEET; THENCE SOUTH 46°16'41" EAST, 14.81 FEET; THENCE SOUTH 51°18'17" EAST, 49.71 FEET; THENCE SOUTH 40°38'19" EAST, 31.17 FEET; THENCE SOUTH 65°47'09" EAST, 32.10 FEET; THENCE SOUTH 84°55'34" EAST, 65.95 FEET; THENCE SOUTH 05°04'26" WEST, 25.00 FEET; THENCE SOUTH 00°26'09" EAST, 12.09 FEET, TO THE SOUTHERLY LINE OF AFORESAID SECTION 15; THENCE NORTH 89°33'51" EAST, ALONG LAST SAID LINE, 1472.54 FEET, TO THE POINT OF BEGINNING.

CONTAINING 72.57 ACRES, MORE OR LESS

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Schedule 2



## MAP SHOWING

A PORTION OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3381, PAGE 430, OF THE PUBLIC RECORDS OF SAID COUNTY, RUN THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: COURSE NO. 1: NORTH 14°59'21" WEST, 272.84 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 314.27 FEET, AN ARC DISTANCE OF 83.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°17'01" WEST, 82.84 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 3: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 318.58 FEET, AN ARC DISTANCE OF 74.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°08'54" WEST, 74.44 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 4: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 771.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°34'50" EAST, 683.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: NORTH 61°36'00" EAST, 287.18 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 6: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 574.66 FEET, AN ARC DISTANCE OF 498.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°45'48" EAST, 482.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 7: NORTH 11°55'36" EAST, 113.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 8: CONTINUE NORTH 11°55'36" EAST, 39.75 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 9: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 231.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°41'24" WEST, 228.05 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 10: NORTH 00°13'42" WEST, 85.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 11: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 430.00 FEET, AN ARC DISTANCE OF 113.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°21'35" EAST, 113.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 12: NORTH 14°56'51" EAST, 122.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 13: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 241.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°40'16" WEST, 233.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 14: NORTH 36°17'22" WEST, 4.50 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 15: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 126.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°21'29" WEST, 125.32 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 16: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 90.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°45'03" WEST, 89.07 FEET; THENCE SOUTH 03°46'28" EAST, 50.73 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 310.00 FEET, AN ARC DISTANCE OF 175.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°01'55" EAST, 173.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°17'22" EAST, 4.50 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 240.00 FEET, AN ARC DISTANCE OF 214.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°40'16" EAST, 207.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°56'51" WEST, 122.62 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 121.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°21'35" WEST, 121.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°13'42" EAST, 85.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF 277.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°34'58" EAST, 271.76 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.69 ACRES, MORE OR LESS

### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY LINE OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 89°33'57" WEST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE: CLARY MAP FILES # R9-2A, # TS5-400, # TS5-401, # TS5-440, AND # TS5-448 & ANGAS BOUNDARY # 115B-26C.

SHEET 2 OF 2

JOB NO. 2015-446

DRAFTER SPB

DATE 8-14-15

SCALE 1"=300'

CHECKED BY: *[Signature]*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

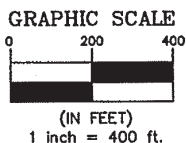
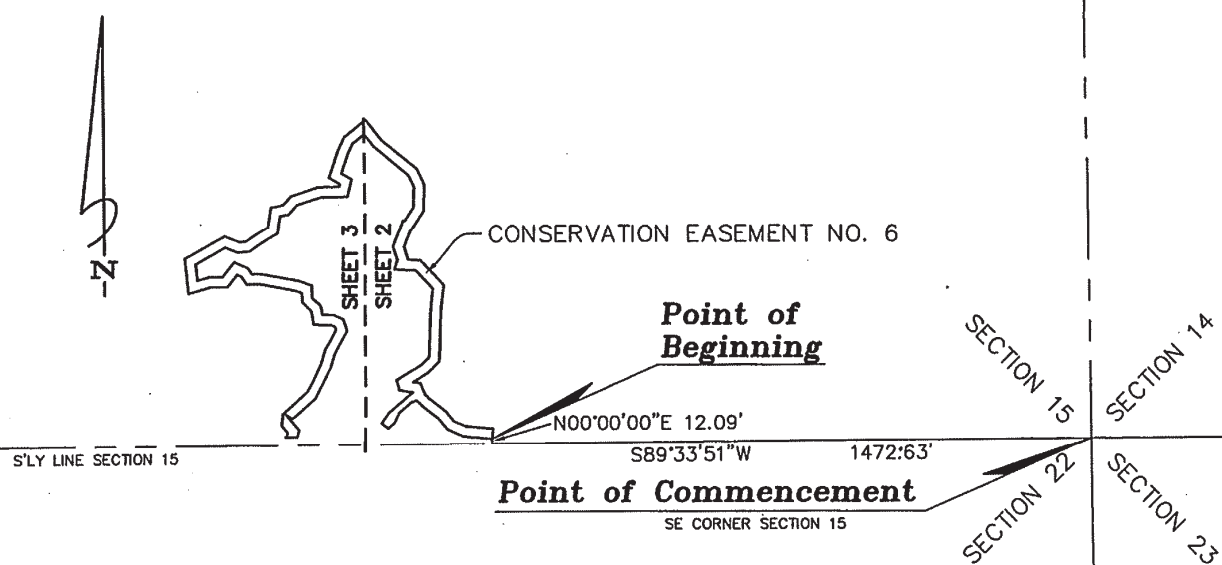
THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

*[Signature]*  
GREGORY B. CLARY, P.S.M. CERT. NO. 3377



Schedule 3

# MAP SHOWING



## GENERAL NOTES

LEGEND	
Δ	= DELTA
L	= ARC LENGTH
R	= RADIUS
CB	= CHORD BEARING
CH	= CHORD
R/W	= RIGHT OF WAY
NO.	= NUMBER
ACT	= ACTUAL
REC	= RECORD
FND	= FOUND
C/L	= CENTERLINE
PG.	= PAGE
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.C.C.	= POINT OF COMPOUND CURVATURE
P.R.C.	= POINT OF REVERSE CURVATURE
O.R.B.	= OFFICIAL RECORDS BOOK

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY LINE OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 89°33'51" WEST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.

2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

4. CROSS REFERENCE: FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 78080-2408, 78080-2440 (INTERSTATE HIGHWAY No. 95), AND 78020; ST. JOHNS COUNTY RIGHT OF WAY MAP DATED 8-15-2002; STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION No. 7802-(110)275; FLORIDA EAST COAST RAILWAY COMPANY RIGHT OF WAY AND TRACK MAP No. V8 20-22, R.M. ANGAS BOUNDARY # 115B-26C & CLARY MAP FILES # R9-2A, # TS5-400, # TS5-401, # TS5-440, AND # TS5-448.

SHEET 1 OF 6  
CONSERVATION EASEMENT NO. 6, PHASE 2

JOB NO. 2015-597 CE6

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=400'

CHECKED BY *[Signature]*

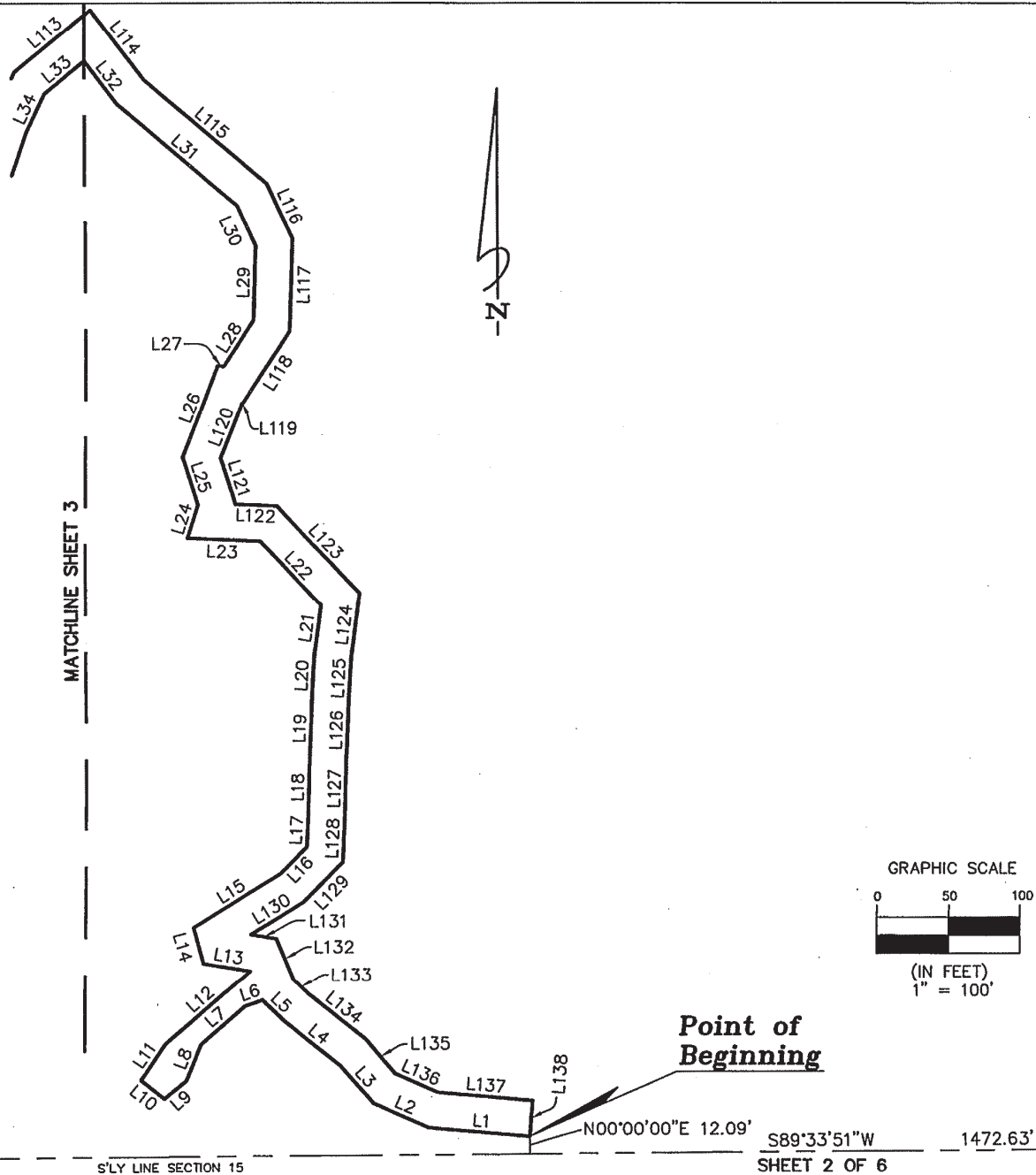
THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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*[Signature]*  
GREGORY H. CLARY, P.S.M. CERT. NO. 3377

**Clary & Associates**  
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LB NO. 3731  
3830 CROWN POINT ROAD  
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(904) 260-2703  
WWW.CLARYASSOC.COM

## MAP SHOWING

SHEET 2 OF 6  
CONSERVATION EASEMENT NO. 6, PHASE 2

JOB NO. 2015-597 CE6

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY: *[Signature]*

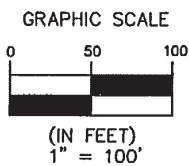
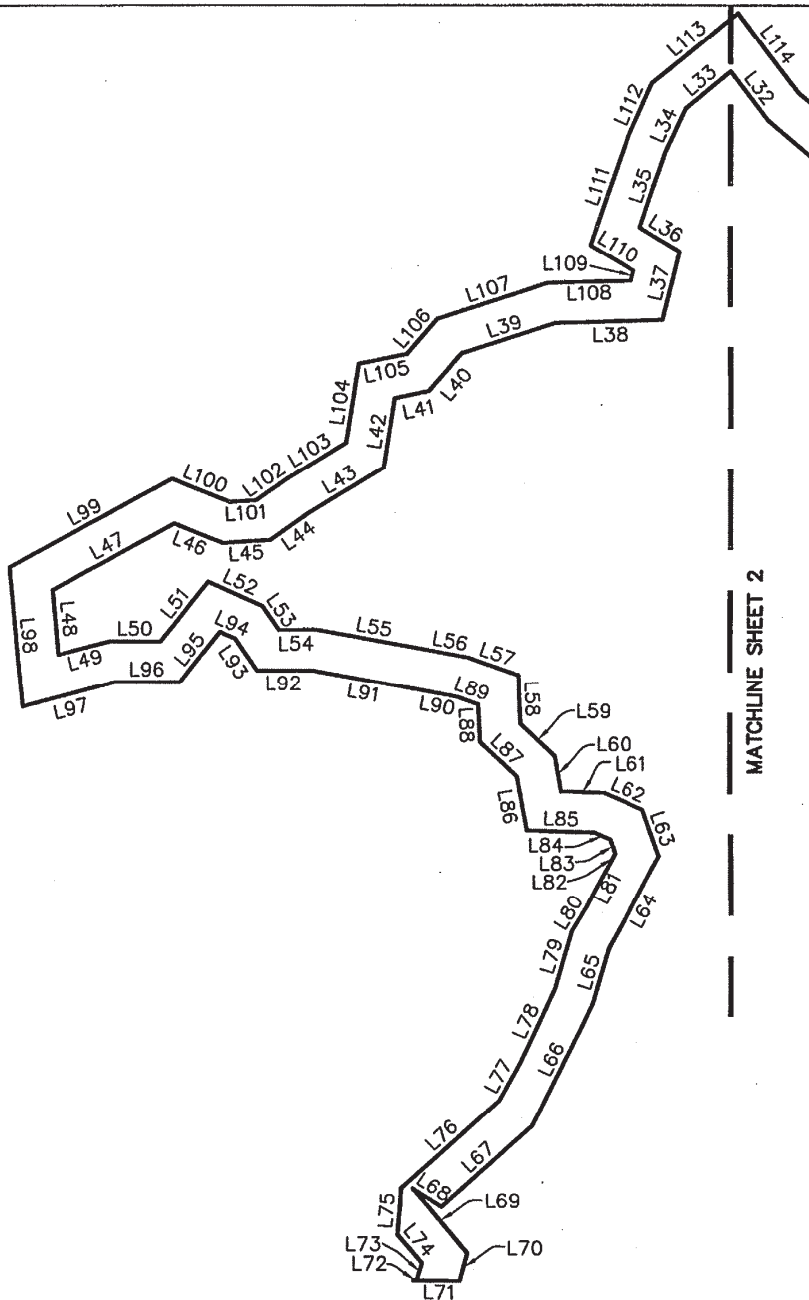
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## MAP SHOWING



S'LY LINE SECTION 15

SHEET 3 OF 6

CONSERVATION EASEMENT NO. 6, PHASE 2

JOB NO. 2015-597 CE6

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY: *[Signature]*

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# MAP SHOWING

LINE TABLE		
LINE	BEARING	LENGTH
L1	N84°55'34"W	70.16'
L2	N65°47'09"W	41.89'
L3	N40°38'19"W	34.41'
L4	N51°18'17"W	48.47'
L5	N46°16'41"W	21.02'
L6	S70°49'10"W	12.61'
L7	S49°01'25"W	40.23'
L8	S22°52'21"W	26.99'
L9	S50°03'21"W	19.63'
L10	N51°23'02"W	20.87'
L11	N34°49'57"E	30.31'
L12	N49°08'01"E	76.90'
L13	N80°36'04"W	32.90'
L14	N15°47'16"W	25.50'
L15	N58°04'35"E	71.01'
L16	N44°00'15"E	25.84'
L17	N02°22'49"E	22.48'
L18	N01°36'35"E	37.90'
L19	N02°24'46"E	44.49'
L20	N03°26'04"E	29.08'
L21	N07°30'07"E	35.16'
L22	N43°00'30"W	60.69'
L23	N87°24'08"W	50.97'
L24	N17°53'52"E	24.15'
L25	N17°59'33"W	35.18'
L26	N20°59'43"E	68.44'
L27	S87°11'10"E	4.24'
L28	N32°49'51"E	38.10'
L29	N01°57'28"E	51.75'
L30	N24°09'05"W	31.41'
L31	N49°27'31"W	109.27'
L32	N37°00'15"W	37.68'
L33	S50°12'43"W	35.85'
L34	S24°51'27"W	29.06'
L35	S18°36'28"W	49.59'
L36	S58°44'04"E	28.55'
L37	S13°37'25"W	43.89'
L38	S88°23'32"W	66.40'
L39	S71°47'38"W	60.48'
L40	S40°35'47"W	30.29'
L41	S77°56'37"W	21.17'
L42	S08°40'11"W	43.23'
L43	S58°22'29"W	53.54'
L44	S54°42'58"W	28.96'
L45	S86°08'00"W	28.98'
L46	N67°53'50"W	32.21'

LINE TABLE		
LINE	BEARING	LENGTH
L47	S61°12'38"W	85.13'
L48	S05°50'26"E	39.83'
L49	N75°16'10"E	32.10'
L50	N89°49'36"E	31.39'
L51	N38°40'55"E	46.68'
L52	S66°08'46"E	36.60'
L53	S34°48'04"E	17.56'
L54	N89°59'24"E	22.91'
L55	S79°35'54"E	68.42'
L56	S79°12'25"E	25.15'
L57	S70°24'24"E	32.58'
L58	S02°13'50"E	29.83'
L59	S46°31'41"E	28.82'
L60	S10°16'07"E	22.18'
L61	S88°04'57"E	26.60'
L62	S65°49'03"E	25.96'
L63	S18°52'24"E	30.39'
L64	S28°38'26"W	63.81'
L65	S16°26'32"W	34.96'
L66	S26°16'06"W	83.96'
L67	S47°36'23"W	74.97'
L68	N56°50'16"W	20.59'
L69	S40°04'06"E	51.80'
L70	S15°48'02"W	17.52'
L71	N89°12'59"W	28.10'
L72	N78°18'21"E	2.41'
L73	N15°48'02"E	10.43'
L74	N40°04'06"W	22.71'
L75	N03°46'38"E	28.70'
L76	N47°36'23"E	80.82'
L77	N28°31'07"E	25.67'
L78	N24°58'34"E	50.71'
L79	N16°26'32"E	36.40'
L80	N31°31'38"E	17.36'
L81	N28°38'26"E	30.74'
L82	N26°11'09"E	6.35'
L83	N18°52'24"W	9.16'
L84	N65°49'03"W	10.18'
L85	N88°04'57"W	41.85'
L86	N10°16'07"W	34.17'
L87	N46°31'41"W	30.81'
L88	N02°13'50"W	23.09'
L89	N70°24'24"W	13.74'
L90	N79°12'25"W	23.14'
L91	N79°35'54"W	66.06'
L92	S89°59'24"W	33.70'

LINE TABLE		
LINE	BEARING	LENGTH
L93	N34°48'04"W	23.62'
L94	N66°08'46"W	10.34'
L95	S38°40'55"W	39.40'
L96	S89°49'36"W	40.16'
L97	S75°16'10"W	58.12'
L98	N05°50'26"W	85.61'
L99	N61°12'38"E	113.59'
L100	S67°53'50"E	38.34'
L101	N86°08'00"E	16.18'
L102	N54°42'58"E	22.72'
L103	N58°22'29"E	42.76'
L104	N08°40'11"E	48.92'
L105	N77°56'37"E	29.99'
L106	N40°35'47"E	28.82'
L107	N71°47'38"E	71.10'
L108	N88°23'32"E	50.94'
L109	N13°37'25"E	6.51'
L110	N58°44'04"W	30.27'
L111	N18°36'28"E	70.96'
L112	N24°51'27"E	36.05'
L113	N50°12'43"E	67.72'
L114	S37°00'15"E	61.20'
L115	S49°27'31"E	112.16'
L116	S24°09'05"E	42.82'
L117	S01°57'28"W	64.45'
L118	S32°49'51"W	59.44'
L119	N87°11'10"W	0.56'
L120	S20°59'43"W	41.49'
L121	S17°59'33"E	33.90'
L122	S87°24'08"E	28.73'
L123	S43°00'30"E	82.69'
L124	S07°30'07"W	46.06'
L125	S03°26'04"W	27.97'
L126	S02°24'46"W	44.09'
L127	S01°36'35"W	37.89'
L128	S02°22'49"W	32.15'
L129	S44°00'15"W	38.43'
L130	S58°04'35"W	42.74'
L131	S80°36'04"E	17.39'
L132	S23°10'46"E	30.58'
L133	S46°16'41"E	14.81'
L134	S51°18'17"E	49.71'
L135	S40°38'19"E	31.17'
L136	S65°47'09"E	32.10'
L137	S84°55'34"E	65.95'
L138	S05°04'26"W	25.00'

SHEET 4 OF 6

CONSERVATION EASEMENT NO. 6, PHASE 2

JOB NO. 2015-597 CE6

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY *OKS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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# MAP SHOWING

A PORTION OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 89°33'51" WEST,  
ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 1472.63 FEET; THENCE  
NORTH 00°00'00" EAST, 12.09 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 84°55'34"  
WEST, 70.16 FEET; THENCE NORTH 65°47'09" WEST, 41.89 FEET; THENCE NORTH 40°38'19" WEST,  
34.41 FEET; THENCE NORTH 51°18'17" WEST, 48.47 FEET; THENCE NORTH 46°16'41" WEST, 21.02  
FEET; THENCE SOUTH 70°49'10" WEST, 12.61 FEET; THENCE SOUTH 49°01'25" WEST, 40.23 FEET;  
THENCE SOUTH 22°52'21" WEST, 26.99 FEET; THENCE SOUTH 50°03'21" WEST, 19.63 FEET;  
THENCE NORTH 51°23'02" WEST, 20.87 FEET; THENCE NORTH 34°49'57" EAST, 30.31 FEET;  
THENCE NORTH 49°08'01" EAST, 76.90 FEET; THENCE NORTH 80°36'04" WEST, 32.90 FEET;  
THENCE NORTH 15°47'16" WEST, 25.50 FEET; THENCE NORTH 58°04'35" EAST, 71.01 FEET;  
THENCE NORTH 44°00'15" EAST, 25.84 FEET; THENCE NORTH 02°22'49" EAST, 22.48 FEET;  
THENCE NORTH 01°36'35" EAST, 37.90 FEET; THENCE NORTH 02°24'46" EAST, 44.49 FEET;  
THENCE NORTH 03°26'04" EAST, 29.08 FEET; THENCE NORTH 07°30'07" EAST, 35.16 FEET;  
THENCE NORTH 43°00'30" WEST, 60.69 FEET; THENCE NORTH 87°24'08" WEST, 50.97 FEET;  
THENCE NORTH 17°53'52" EAST, 24.15 FEET; THENCE NORTH 17°59'33" WEST, 35.18 FEET;  
THENCE NORTH 20°59'43" EAST, 68.44 FEET; THENCE SOUTH 87°11'10" EAST, 4.24 FEET;  
THENCE NORTH 32°49'51" EAST, 38.10 FEET; THENCE NORTH 01°57'28" EAST, 51.75 FEET;  
THENCE NORTH 24°09'05" WEST, 31.41 FEET; THENCE NORTH 49°27'31" WEST, 109.27 FEET;  
THENCE NORTH 37°00'15" WEST, 37.68 FEET; THENCE SOUTH 50°12'43" WEST, 35.85 FEET;  
THENCE SOUTH 24°51'27" WEST, 29.06 FEET; THENCE SOUTH 18°36'28" WEST, 49.59 FEET;  
THENCE SOUTH 58°44'04" EAST, 28.55 FEET; THENCE SOUTH 13°37'25" WEST, 43.89 FEET;  
THENCE SOUTH 88°23'32" WEST, 66.40 FEET; THENCE SOUTH 71°47'38" WEST, 60.48 FEET;  
THENCE SOUTH 40°35'47" WEST, 30.29 FEET; THENCE SOUTH 77°56'37" WEST, 21.17 FEET;  
THENCE SOUTH 08°40'11" WEST, 43.23 FEET; THENCE SOUTH 58°22'29" WEST, 53.54 FEET;  
THENCE SOUTH 54°42'58" WEST, 28.96 FEET; THENCE SOUTH 86°08'00" WEST, 28.98 FEET;  
THENCE NORTH 67°53'50" WEST, 32.21 FEET; THENCE SOUTH 61°12'38" WEST, 85.13 FEET;  
THENCE SOUTH 05°50'26" EAST, 39.83 FEET; THENCE NORTH 75°16'10" EAST, 32.10 FEET;  
THENCE NORTH 89°49'36" EAST, 31.39 FEET; THENCE NORTH 38°40'55" EAST, 46.68 FEET;  
THENCE SOUTH 66°08'46" EAST, 36.60 FEET; THENCE SOUTH 34°48'04" EAST, 17.56 FEET;  
THENCE NORTH 89°59'24" EAST, 22.91 FEET; THENCE SOUTH 79°35'54" EAST, 68.42 FEET;  
THENCE SOUTH 79°12'25" EAST, 25.15 FEET; THENCE SOUTH 70°24'24" EAST, 32.58 FEET;  
THENCE SOUTH 02°13'50" EAST, 29.83 FEET; THENCE SOUTH 46°31'41" EAST, 28.82 FEET;  
THENCE SOUTH 10°16'07" EAST, 22.18 FEET; THENCE SOUTH 88°04'57" EAST, 26.60 FEET;  
THENCE SOUTH 65°49'03" EAST, 25.96 FEET; THENCE SOUTH 18°52'24" EAST, 30.39 FEET;  
THENCE SOUTH 28°38'26" WEST, 63.81 FEET; THENCE SOUTH 16°26'32" WEST, 34.96 FEET;  
THENCE SOUTH 26°16'06" WEST, 83.96 FEET; THENCE SOUTH 47°36'23" WEST, 74.97 FEET;  
THENCE NORTH 56°50'16" WEST, 20.59 FEET; THENCE SOUTH 40°04'06" EAST, 51.80 FEET;  
THENCE SOUTH 15°48'02" WEST, 17.52 FEET; THENCE NORTH 89°12'59" WEST, 28.10 FEET;  
THENCE NORTH 78°18'21" EAST, 2.41 FEET; THENCE NORTH 15°48'02" EAST, 10.43 FEET;

SHEET 5 OF 6

CONSERVATION EASEMENT NO. 6, PHASE 2

JOB NO. 2015-597 CE6

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY *JS*

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SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

*GREGORY B. CLARY*  
GREGORY B. CLARY, P.S.M. CERT. NO. 3377



# MAP SHOWING

THENCE NORTH 40°04'06" WEST, 22.71 FEET; THENCE NORTH 03°46'38" EAST, 28.70 FEET;  
 THENCE NORTH 47°36'23" EAST, 80.82 FEET; THENCE NORTH 28°31'07" EAST, 25.67 FEET;  
 THENCE NORTH 24°58'34" EAST, 50.71 FEET; THENCE NORTH 16°26'32" EAST, 36.40 FEET;  
 THENCE NORTH 31°31'38" EAST, 17.36 FEET; THENCE NORTH 28°38'26" EAST, 30.74 FEET;  
 THENCE NORTH 26°11'09" EAST, 6.35 FEET; THENCE NORTH 18°52'24" WEST, 9.16 FEET;  
 THENCE NORTH 65°49'03" WEST, 10.18 FEET; THENCE NORTH 88°04'57" WEST, 41.85 FEET;  
 THENCE NORTH 10°16'07" WEST, 34.17 FEET; THENCE NORTH 46°31'41" WEST, 30.81 FEET;  
 THENCE NORTH 02°13'50" WEST, 23.09 FEET; THENCE NORTH 70°24'24" WEST, 13.74 FEET;  
 THENCE NORTH 79°12'25" WEST, 23.14 FEET; THENCE NORTH 79°35'54" WEST, 66.06 FEET;  
 THENCE SOUTH 89°59'24" WEST, 33.70 FEET; THENCE NORTH 34°48'04" WEST, 23.62 FEET;  
 THENCE NORTH 66°08'46" WEST, 10.34 FEET; THENCE SOUTH 38°40'55" WEST, 39.40 FEET;  
 THENCE SOUTH 89°49'36" WEST, 40.16 FEET; THENCE SOUTH 75°16'10" WEST, 58.12 FEET;  
 THENCE NORTH 05°50'26" WEST, 85.61 FEET; THENCE NORTH 61°12'38" EAST, 113.59 FEET;  
 THENCE SOUTH 67°53'50" EAST, 38.34 FEET; THENCE NORTH 86°08'00" EAST, 16.18 FEET;  
 THENCE NORTH 54°42'58" EAST, 22.72 FEET; THENCE NORTH 58°22'29" EAST, 42.76 FEET;  
 THENCE NORTH 08°40'11" EAST, 48.92 FEET; THENCE NORTH 77°56'37" EAST, 29.99 FEET;  
 THENCE NORTH 40°35'47" EAST, 28.82 FEET; THENCE NORTH 71°47'38" EAST, 71.10 FEET;  
 THENCE NORTH 88°23'32" EAST, 50.94 FEET; THENCE NORTH 13°37'25" EAST, 6.51 FEET;  
 THENCE NORTH 58°44'04" WEST, 30.27 FEET; THENCE NORTH 18°36'28" EAST, 70.96 FEET;  
 THENCE NORTH 24°51'27" EAST, 36.05 FEET; THENCE NORTH 50°12'43" EAST, 67.72 FEET;  
 THENCE SOUTH 37°00'15" EAST, 61.20 FEET; THENCE SOUTH 49°27'31" EAST, 112.16 FEET;  
 THENCE SOUTH 24°09'05" EAST, 42.82 FEET; THENCE SOUTH 01°57'28" WEST, 64.45 FEET;  
 THENCE SOUTH 32°49'51" WEST, 59.44 FEET; THENCE NORTH 87°11'10" WEST, 0.56 FEET;  
 THENCE SOUTH 20°59'43" WEST, 41.49 FEET; THENCE SOUTH 17°59'33" EAST, 33.90 FEET;  
 THENCE SOUTH 87°24'08" EAST, 28.73 FEET; THENCE SOUTH 43°00'30" EAST, 82.69 FEET;  
 THENCE SOUTH 07°30'07" WEST, 46.06 FEET; THENCE SOUTH 03°26'04" WEST, 27.97 FEET;  
 THENCE SOUTH 02°24'46" WEST, 44.09 FEET; THENCE SOUTH 01°36'35" WEST, 37.89 FEET;  
 THENCE SOUTH 02°22'49" WEST, 32.15 FEET; THENCE SOUTH 44°00'15" WEST, 38.43 FEET;  
 THENCE SOUTH 58°04'35" WEST, 42.74 FEET; THENCE SOUTH 80°36'04" EAST, 17.39 FEET;  
 THENCE SOUTH 23°10'46" EAST, 30.58 FEET; THENCE SOUTH 46°16'41" EAST, 14.81 FEET;  
 THENCE SOUTH 51°18'17" EAST, 49.71 FEET; THENCE SOUTH 40°38'19" EAST, 31.17 FEET;  
 THENCE SOUTH 65°47'09" EAST, 32.10 FEET; THENCE SOUTH 84°55'34" EAST, 65.95 FEET;  
 THENCE SOUTH 05°04'26" WEST, 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.51 ACRES, MORE OR LESS.

SHEET 6 OF 6  
 CONSERVATION EASEMENT NO. 6, PHASE 2

JOB NO. 2015-597 CE6

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY *JS*

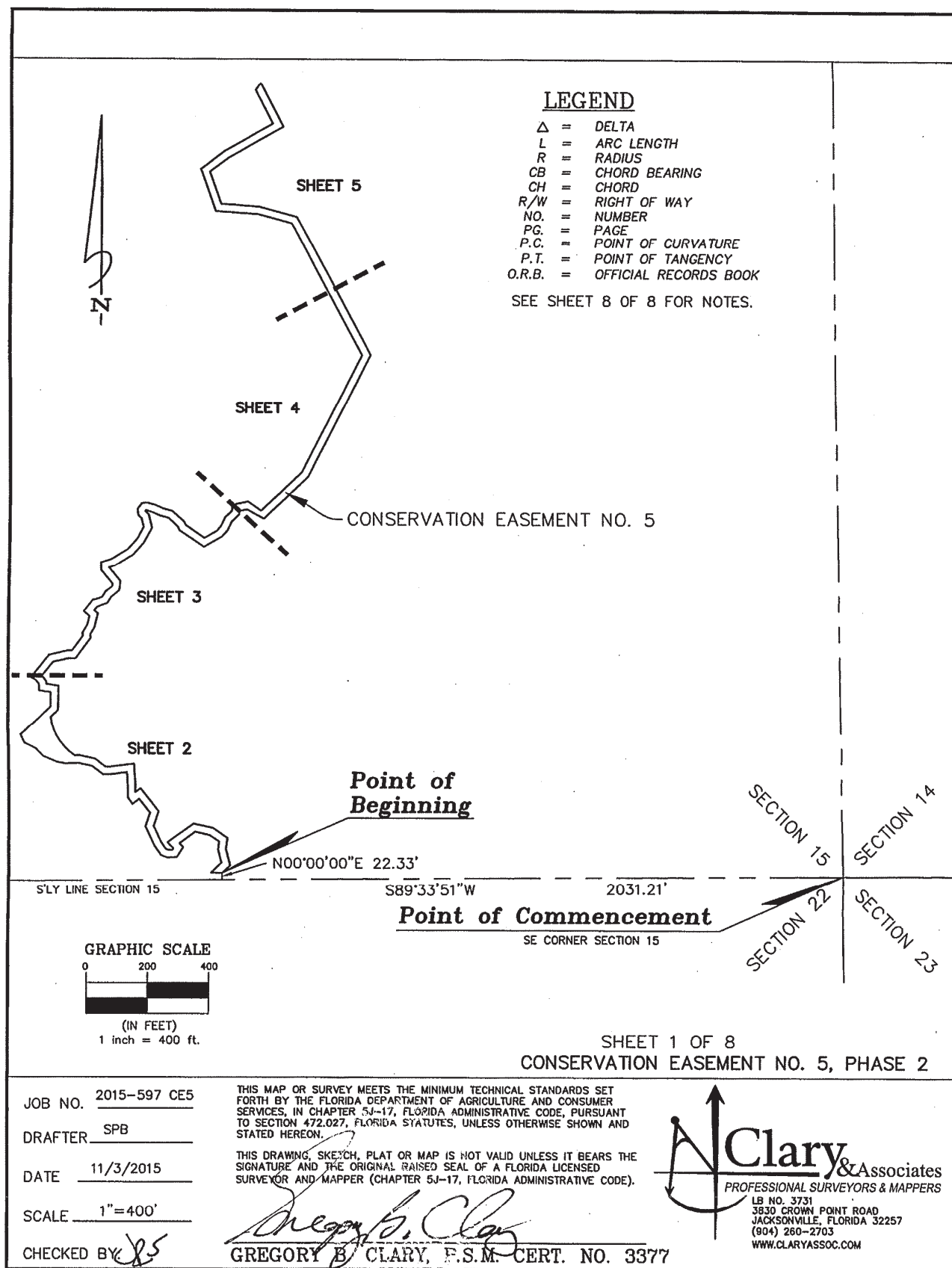
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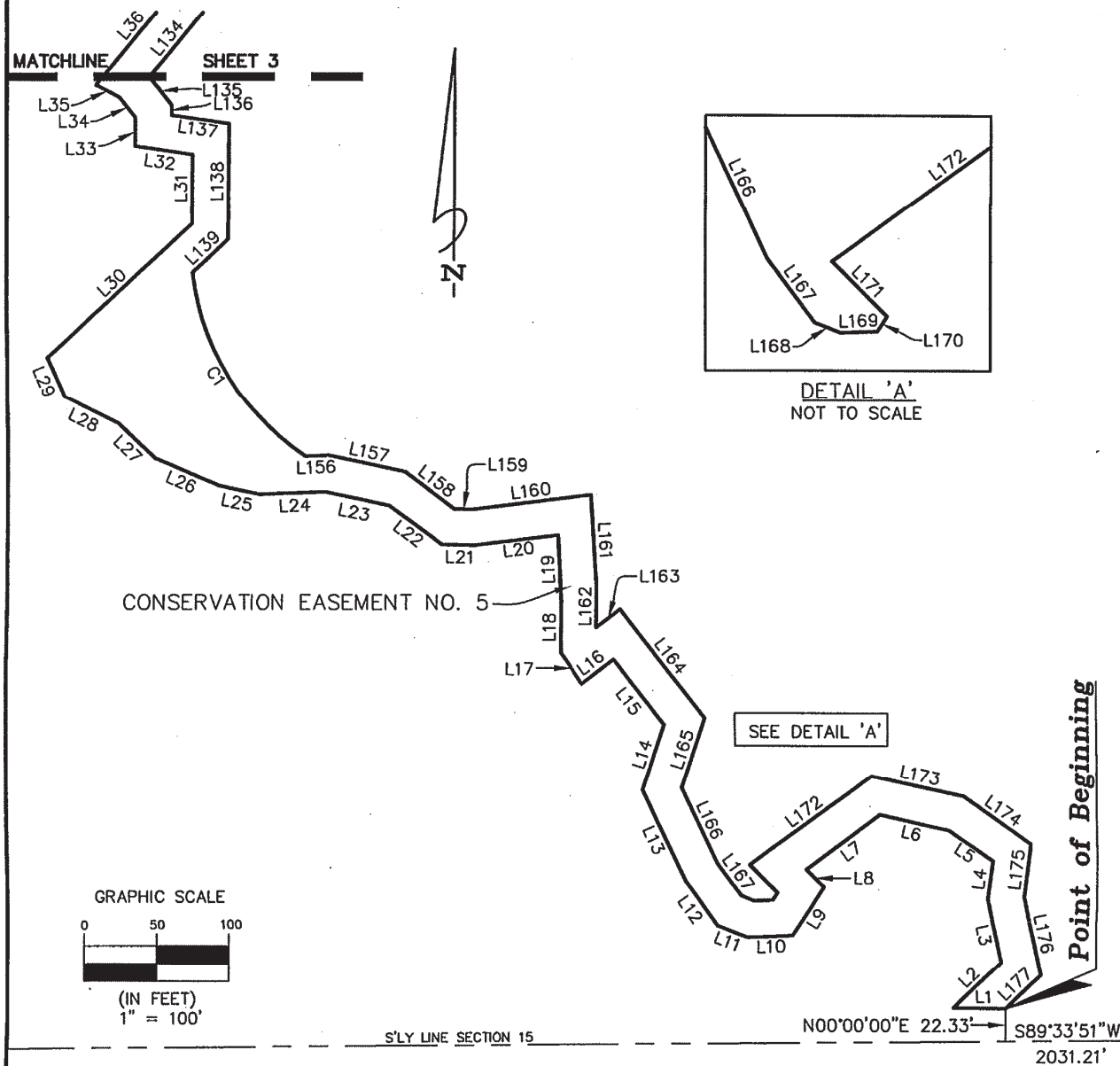
*Gregory B. Clary*  
 GREGORY B. CLARY, P.S.M. CERT. NO. 3377

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3830 CROWN POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 260-2703  
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Schedule 4



## MAP SHOWING



SHEET 2 OF 8  
CONSERVATION EASEMENT NO. 5, PHASE 2

JOB NO. 2015-597 CE5

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY: *[Signature]*

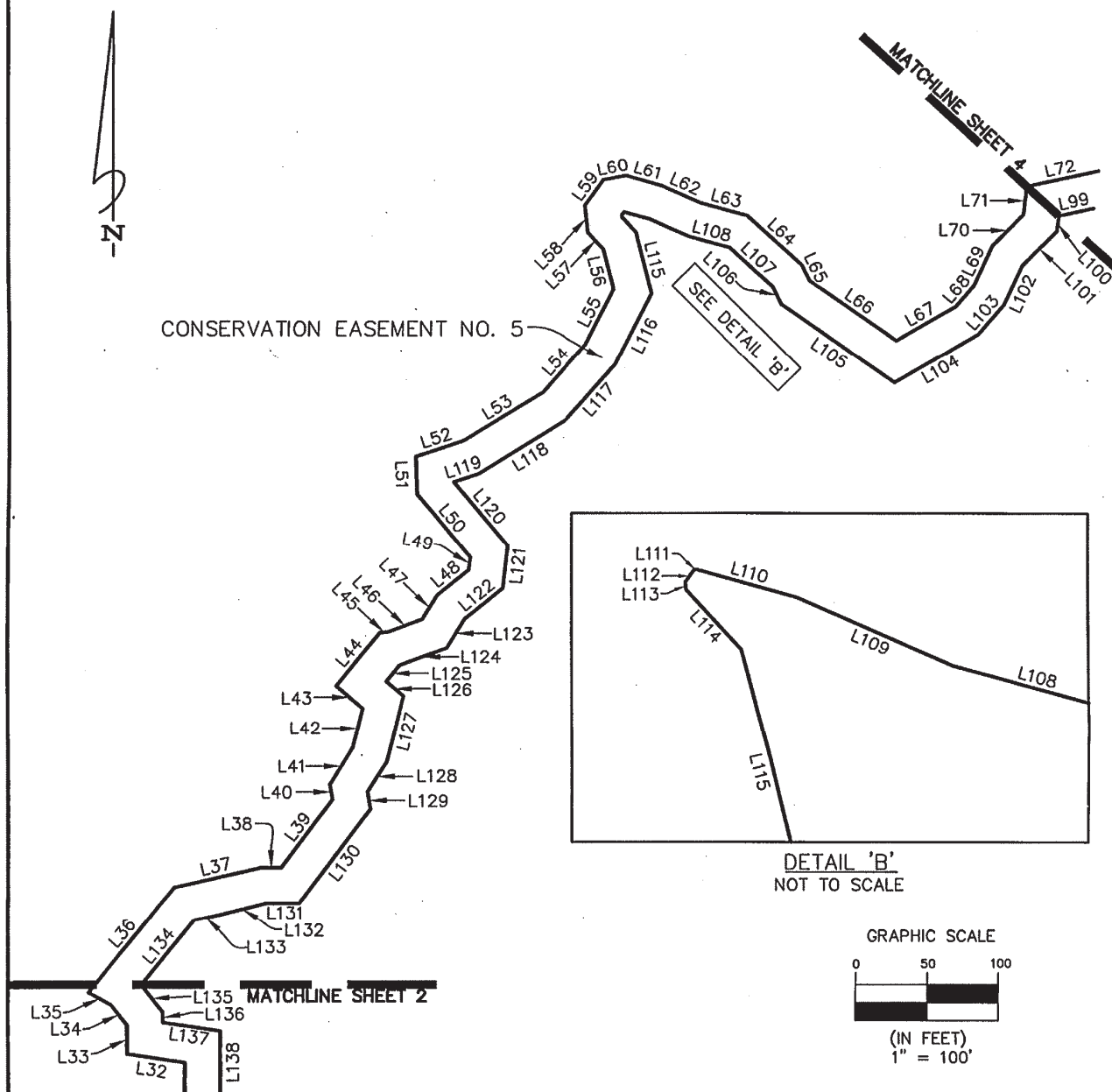
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*[Signature]*  
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# MAP SHOWING



SHEET 3 OF 8  
CONSERVATION EASEMENT NO. 5, PHASE 2

JOB NO. 2015-597 CES

DRAFTER SPB

DATE 11/3/2015

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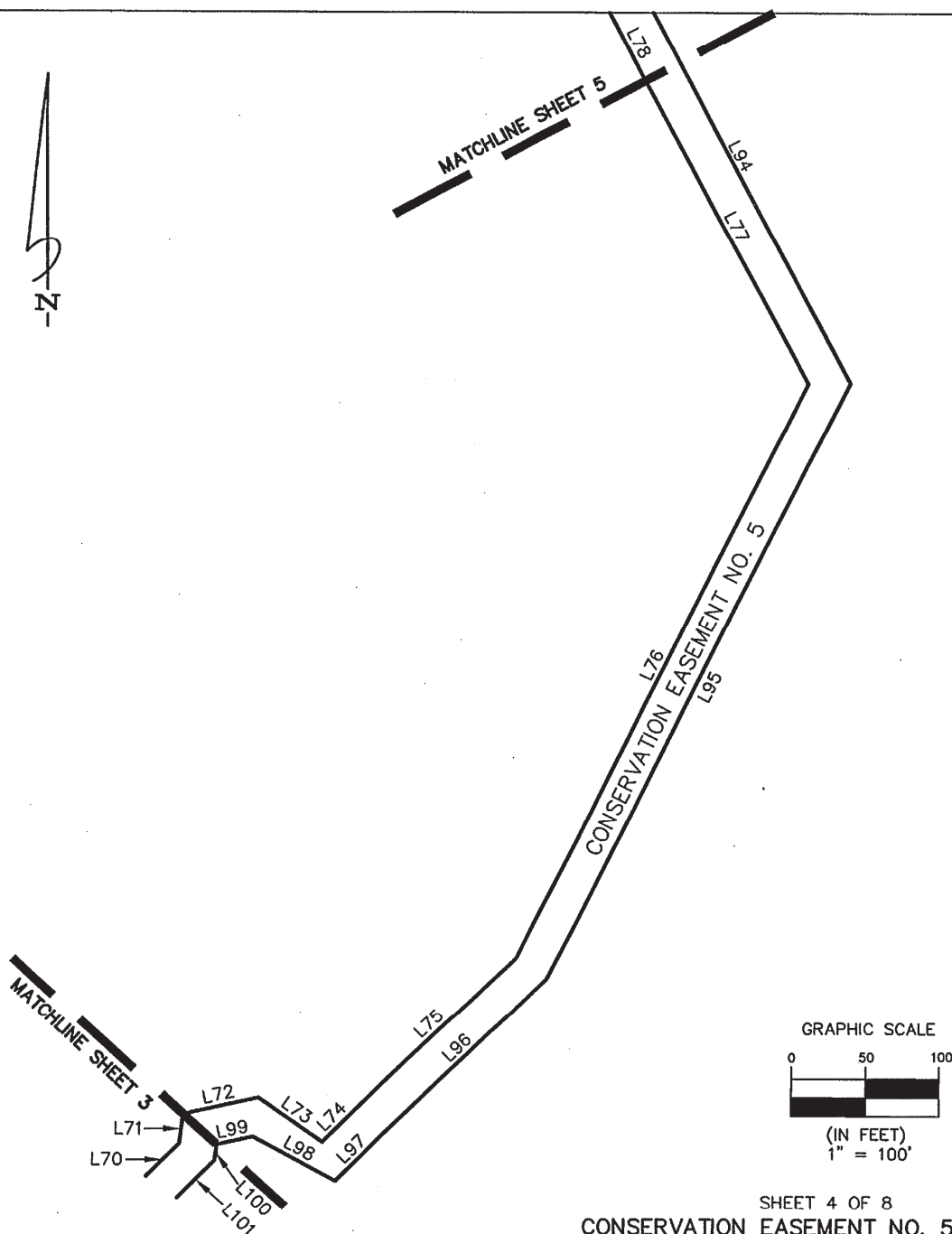
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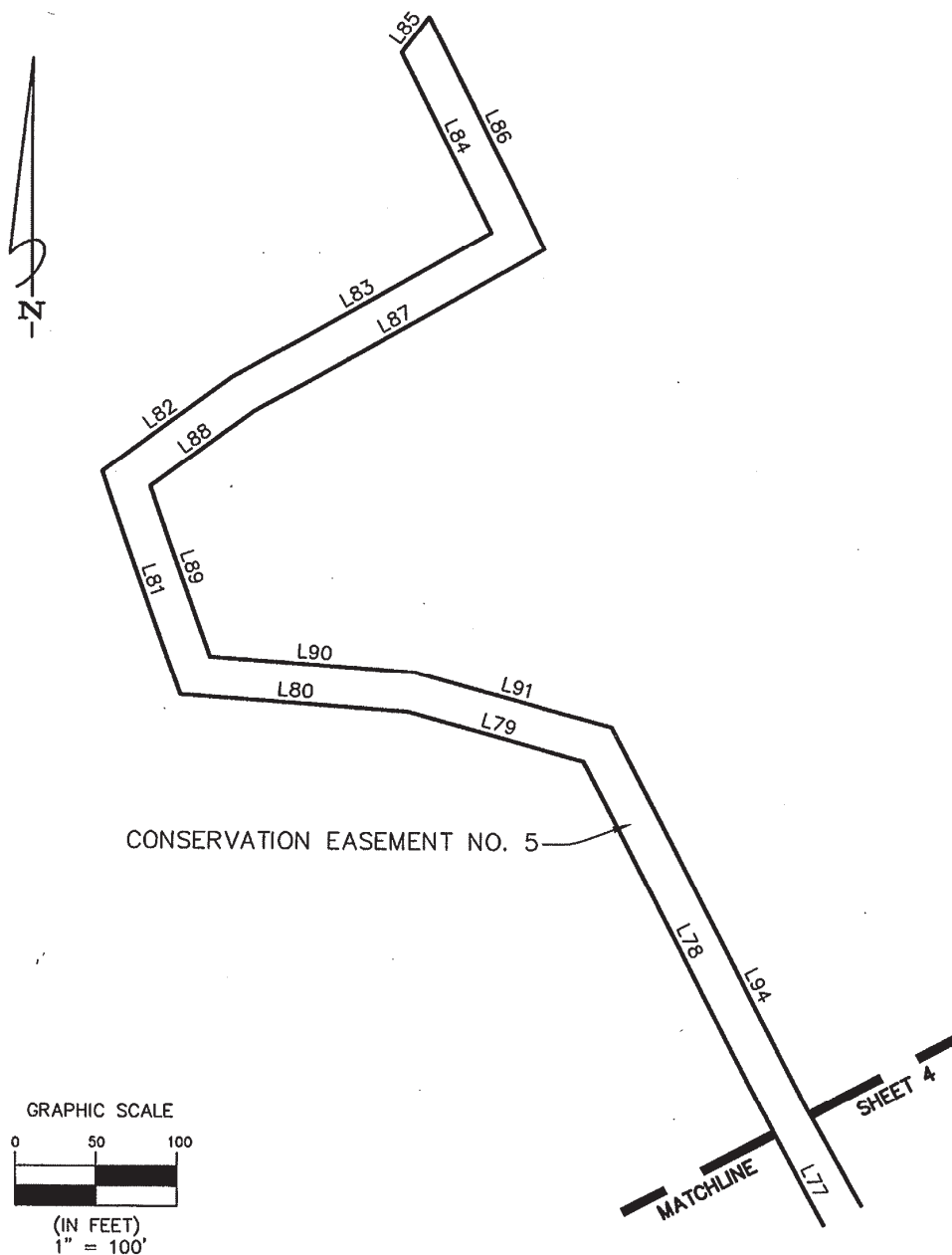
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# MAP SHOWING

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	179.71'	153.45'	48°55'24"	S31°07'47"E	148.83'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°12'59"W	36.55'
L2	N46°44'09"E	46.69'
L3	N12°48'15"W	45.12'
L4	N07°39'42"E	26.30'
L5	N55°32'49"W	37.00'
L6	N77°14'08"W	49.04'
L7	S53°31'19"W	63.64'
L8	S45°00'00"E	16.97'
L9	S32°24'27"W	39.73'
L10	S88°06'43"W	31.02'
L11	N68°18'40"W	22.02'
L12	N36°09'45"W	37.69'
L13	N24°56'01"W	69.57'
L14	N18°30'06"E	47.34'
L15	N37°46'58"W	57.33'
L16	S52°25'50"W	27.95'
L17	N34°44'31"W	26.38'
L18	N00°10'27"E	35.34'
L19	N02°34'31"W	47.06'
L20	S82°55'24"W	57.90'
L21	N88°43'36"W	22.36'
L22	N52°50'29"W	44.96'
L23	N77°56'14"W	44.73'
L24	S87°50'56"W	45.88'
L25	N78°12'18"W	28.47'
L26	N67°01'51"W	48.09'
L27	N46°10'45"W	35.36'
L28	N62°52'01"W	41.26'
L29	N23°47'45"W	29.19'
L30	N47°12'58"E	136.81'
L31	N00°24'28"E	48.22'
L32	N81°36'44"W	40.18'
L33	N00°00'00"E	20.00'
L34	N38°09'26"W	17.80'
L35	N61°11'21"W	18.27'
L36	N39°15'54"E	94.73'
L37	N77°13'10"E	62.60'
L38	N90°00'00"E	13.41'
L39	N37°29'59"E	59.73'
L40	N09°27'44"W	10.76'
L41	N31°36'27"E	30.53'

LINE TABLE		
LINE	BEARING	LENGTH
L42	N14°02'10"E	28.86'
L43	N49°08'41"W	24.46'
L44	N38°41'50"E	48.51'
L45	N88°27'07"E	5.17'
L46	N69°26'38"E	25.63'
L47	N30°27'56"E	19.72'
L48	N50°42'38"E	28.43'
L49	N06°20'25"E	9.06'
L50	N40°03'39"W	57.49'
L51	N02°12'09"W	26.02'
L52	N71°33'54"E	34.79'
L53	N58°16'35"E	64.66'
L54	N41°25'25"E	45.34'
L55	N27°08'59"E	43.83'
L56	N14°02'10"W	28.86'
L57	N42°30'38"W	16.28'
L58	N06°00'32"W	19.10'
L59	N35°50'16"E	22.20'
L60	N79°22'49"E	16.28'
L61	S74°21'28"E	25.96'
L62	S66°02'15"E	29.55'
L63	S74°44'42"E	34.21'
L64	S47°21'12"E	51.66'
L65	S25°46'10"E	12.01'
L66	S55°05'01"E	73.73'
L67	N59°49'45"E	47.79'
L68	N40°54'52"E	19.85'
L69	N24°54'17"E	30.87'
L70	N45°00'00"E	31.11'
L71	N07°07'30"E	20.16'
L72	N77°42'42"E	51.68'
L73	S55°13'35"E	52.45'
L74	N45°00'00"E	33.82'
L75	N46°22'14"E	147.83'
L76	N26°45'08"E	438.18'
L77	N28°17'04"W	234.76'
L78	N27°33'41"W	257.19'
L79	N74°28'33"W	112.09'
L80	N85°53'06"W	139.36'
L81	N19°32'55"W	146.44'
L82	N53°14'47"E	98.60'

LINE TABLE		
LINE	BEARING	LENGTH
L83	N60°20'00"E	181.84'
L84	N26°39'42"W	124.10'
L85	N36°31'52"E	28.01'
L86	S26°39'42"E	160.45'
L87	S60°20'00"W	204.01'
L88	S53°14'47"W	78.62'
L89	S19°32'55"E	111.67'
L90	S85°53'06"E	125.52'
L91	S74°28'33"E	125.43'
L94	S27°54'31"E	515.49'
L95	S26°45'08"W	455.52'
L96	S46°22'14"W	151.85'
L97	S45°00'00"W	45.79'
L98	N61°49'17"W	63.27'
L99	S77°42'42"W	24.77'
L100	S07°07'30"W	11.04'
L101	S45°00'00"W	35.26'
L102	S24°54'17"W	29.96'
L103	S40°54'52"W	27.53'
L104	S59°49'45"W	67.91'
L105	N55°05'01"W	96.22'
L106	N25°46'10"W	13.78'
L107	N47°21'12"W	40.80'
L108	N74°44'42"W	30.02'
L109	N66°02'15"W	29.63'
L110	N74°21'28"W	18.31'
L111	S79°22'49"W	0.46'
L112	S35°50'16"W	2.66'
L113	S06°00'32"E	1.30'
L114	S42°30'38"E	14.38'
L115	S14°02'10"E	44.60'
L116	S27°08'59"W	56.35'
L117	S41°25'25"W	52.18'
L118	S58°16'35"W	71.28'
L119	S71°33'54"W	18.07'
L120	S40°03'39"E	58.27'
L121	S06°20'25"W	29.97'
L122	S50°42'38"W	34.16'
L123	S30°27'56"W	24.11'

LINE TABLE		
LINE	BEARING	LENGTH
L124	S69°26'38"W	35.33'
L125	S38°41'50"W	14.27'
L126	S49°08'41"E	15.76'
L127	S14°02'10"W	48.10'
L128	S31°36'27"W	25.03'
L129	S09°27'44"E	12.26'
L130	S37°29'59"W	82.92'
L131	N90°00'00"W	22.66'
L132	S75°57'50"W	34.70'
L133	S79°02'45"W	17.14'
L134	S39°15'54"W	58.33'
L135	S38°09'26"E	24.83'
L136	S00°00'00"E	7.06'
L137	S81°36'44"E	40.33'
L138	S00°24'28"W	80.63'
L139	S46°39'12"W	33.58'
L156	N87°50'56"E	16.33'
L157	S77°56'14"E	53.41'
L158	S52°50'29"E	42.43'
L159	S88°43'36"E	12.44'
L160	N82°55'24"E	82.72'
L161	S03°25'12"E	63.44'
L162	S00°10'27"W	29.54'
L163	N52°25'50"E	20.98'
L164	S37°46'58"E	95.61'
L165	S18°30'06"W	50.73'
L166	S25°00'49"E	57.70'
L167	S36°10'44"E	27.49'
L168	S68°18'40"E	9.61'
L169	N88°06'43"E	12.76'
L170	N33°00'17"E	6.20'
L171	N45°07'20"W	26.92'
L172	N53°56'24"E	104.35'
L173	S77°50'39"E	65.62'
L174	S54°38'36"E	57.06'
L175	S07°12'22"W	36.68'
L176	S12°49'54"E	55.59'
L177	S46°57'12"W	34.73'

SHEET 6 OF 8

CONSERVATION EASEMENT NO. 5, PHASE 2

JOB NO. 2015-597 CE5

DRAFTER SPB

DATE 11/3/2015

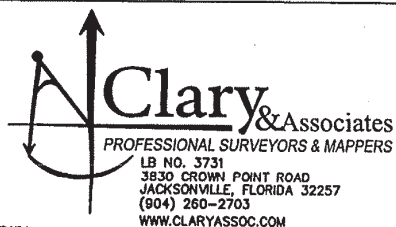
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GREGORY B. CLARY, P.S.M. - CERT. NO. 3377



# MAP SHOWING

A PORTION OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 89°33'51" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 2031.21 FEET; THENCE NORTH 00°00'00" EAST, 22.33 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89°12'59" WEST, 36.55 FEET; THENCE NORTH 46°44'09" EAST, 46.69 FEET; THENCE NORTH 12°48'15" WEST, 45.12 FEET; THENCE NORTH 07°39'42" EAST, 26.30 FEET; THENCE NORTH 55°32'49" WEST, 37.00 FEET; THENCE NORTH 77°14'08" WEST, 49.04 FEET; THENCE SOUTH 53°31'19" WEST, 63.64 FEET; THENCE SOUTH 45°00'00" EAST, 16.97 FEET; THENCE SOUTH 32°24'27" WEST, 39.73 FEET; THENCE SOUTH 88°06'43" WEST, 31.02 FEET; THENCE NORTH 68°18'40" WEST, 22.02 FEET; THENCE NORTH 36°09'45" WEST, 37.69 FEET; THENCE NORTH 24°56'01" WEST, 69.57 FEET; THENCE NORTH 18°30'06" EAST, 47.34 FEET; THENCE NORTH 37°46'58" WEST, 57.33 FEET; THENCE SOUTH 52°25'50" WEST, 27.95 FEET; THENCE NORTH 34°44'31" WEST, 26.38 FEET; THENCE NORTH 00°10'27" EAST, 35.34 FEET; THENCE NORTH 02°34'31" WEST, 47.06 FEET; THENCE SOUTH 82°55'24" WEST, 57.90 FEET; THENCE NORTH 88°43'36" WEST, 22.36 FEET; THENCE NORTH 52°50'29" WEST, 44.96 FEET; THENCE NORTH 77°56'14" WEST, 44.73 FEET; THENCE SOUTH 87°50'56" WEST, 45.88 FEET; THENCE NORTH 78°12'18" WEST, 28.47 FEET; THENCE NORTH 67°01'51" WEST, 48.09 FEET; THENCE NORTH 46°10'45" WEST, 35.36 FEET; THENCE NORTH 62°52'01" WEST, 41.26 FEET; THENCE NORTH 23°47'45" WEST, 29.19 FEET; THENCE NORTH 47°12'58" EAST, 136.81 FEET; THENCE NORTH 00°24'28" EAST, 48.22 FEET; THENCE NORTH 81°36'44" WEST, 40.18 FEET; THENCE NORTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 38°09'26" WEST, 17.80 FEET; THENCE NORTH 61°11'21" WEST, 18.27 FEET; THENCE NORTH 39°15'54" EAST, 94.73 FEET; THENCE NORTH 77°13'10" EAST, 62.60 FEET; THENCE NORTH 90°00'00" EAST, 13.41 FEET; THENCE NORTH 37°29'59" EAST, 59.73 FEET; THENCE NORTH 09°27'44" WEST, 10.76 FEET; THENCE NORTH 31°36'27" EAST, 30.53 FEET; THENCE NORTH 14°02'10" EAST, 28.86 FEET; THENCE NORTH 49°08'41" WEST, 24.46 FEET; THENCE NORTH 38°41'50" EAST, 48.51 FEET; THENCE NORTH 88°27'07" EAST, 5.17 FEET; THENCE NORTH 69°26'38" EAST, 25.63 FEET; THENCE NORTH 30°27'56" EAST, 19.72 FEET; THENCE NORTH 50°42'38" EAST, 28.43 FEET; THENCE NORTH 06°20'25" EAST, 9.06 FEET; THENCE NORTH 40°03'39" WEST, 57.49 FEET; THENCE NORTH 02°12'09" WEST, 26.02 FEET; THENCE NORTH 71°33'54" EAST, 34.79 FEET; THENCE NORTH 58°16'35" EAST, 64.66 FEET; THENCE NORTH 41°25'25" EAST, 45.34 FEET; THENCE NORTH 27°08'59" EAST, 43.83 FEET; THENCE NORTH 14°02'10" WEST, 28.86 FEET; THENCE NORTH 42°30'38" WEST, 16.28 FEET; THENCE NORTH 06°00'32" WEST, 19.10 FEET; THENCE NORTH 35°50'16" EAST, 22.20 FEET; THENCE NORTH 79°22'49" EAST, 16.28 FEET; THENCE SOUTH 74°21'28" EAST, 25.96 FEET; THENCE SOUTH 66°02'15" EAST, 29.55 FEET; THENCE SOUTH 74°44'42" EAST, 34.21 FEET; THENCE SOUTH 47°21'12" EAST, 51.66 FEET; THENCE SOUTH 25°46'10" EAST, 12.01 FEET; THENCE SOUTH 55°05'01" EAST, 73.73 FEET; THENCE NORTH 59°49'45" EAST, 47.79 FEET; THENCE NORTH 40°54'52" EAST, 19.85 FEET; THENCE NORTH 24°54'17" EAST, 30.87 FEET; THENCE NORTH 45°00'00" EAST, 31.11 FEET; THENCE NORTH 07°07'30" EAST, 20.16 FEET; THENCE NORTH 77°42'42" EAST, 51.68 FEET; THENCE SOUTH 55°13'35" EAST, 52.45 FEET; THENCE NORTH 45°00'00" EAST, 33.82 FEET; THENCE NORTH 46°22'14" EAST, 147.83 FEET; THENCE NORTH 26°45'08" EAST, 438.18 FEET; THENCE NORTH 28°17'04" WEST, 234.76 FEET; THENCE NORTH 27°33'41" WEST, 257.19 FEET; THENCE NORTH 74°28'33" WEST, 112.09 FEET; THENCE NORTH 85°53'06" WEST, 139.36 FEET; THENCE NORTH 19°32'55" WEST, 146.44 FEET; THENCE NORTH 53°14'47" EAST, 98.60 FEET; THENCE NORTH 60°20'00" EAST, 181.84 FEET; THENCE NORTH 26°39'42" WEST, 124.10 FEET; THENCE NORTH 36°31'52" EAST, 28.01 FEET; THENCE SOUTH 26°39'42" EAST, 160.45 FEET; THENCE SOUTH 60°20'00" WEST, 204.01 FEET; THENCE SOUTH 53°14'47" WEST, 78.62 FEET; THENCE SOUTH 19°32'55" EAST, 111.67 FEET; THENCE SOUTH 85°53'06" EAST, 125.52 FEET; THENCE SOUTH 74°28'33" EAST, 125.43 FEET; THENCE SOUTH 27°54'31" EAST, 515.49 FEET; THENCE SOUTH 26°45'08" WEST, 455.52 FEET; THENCE SOUTH 46°22'14" WEST, 151.85 FEET; THENCE SOUTH 45°00'00" WEST, 45.79 FEET; THENCE NORTH 61°49'17" WEST, 63.27 FEET;

SHEET 7 OF 8

CONSERVATION EASEMENT NO. 5, PHASE 2

JOB NO. 2015-597 CES

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

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GREGORY B. CLARY, P.S.M. CERT. NO. 3377



# MAP SHOWING

THENCE SOUTH 77°42'42" WEST, 24.77 FEET; THENCE SOUTH 07°07'30" WEST, 11.04 FEET; THENCE SOUTH 45°00'00" WEST, 35.26 FEET; THENCE SOUTH 24°54'17" WEST, 29.96 FEET; THENCE SOUTH 40°54'52" WEST, 27.53 FEET; THENCE SOUTH 59°49'45" WEST, 67.91 FEET; THENCE NORTH 55°05'01" WEST, 96.22 FEET; THENCE NORTH 25°46'10" WEST, 13.78 FEET; THENCE NORTH 47°21'12" WEST, 40.80 FEET; THENCE NORTH 74°44'42" WEST, 30.02 FEET; THENCE NORTH 66°02'15" WEST, 29.63 FEET; THENCE NORTH 74°21'28" WEST, 18.31 FEET; THENCE SOUTH 79°22'49" WEST, 0.46 FEET; THENCE SOUTH 35°50'16" WEST, 2.66 FEET; THENCE SOUTH 06°00'32" EAST, 1.30 FEET; THENCE SOUTH 42°30'38" EAST, 14.38 FEET; THENCE SOUTH 14°02'10" EAST, 44.60 FEET; THENCE SOUTH 27°08'59" WEST, 56.35 FEET; THENCE SOUTH 41°25'25" WEST, 52.18 FEET; THENCE SOUTH 58°16'35" WEST, 71.28 FEET; THENCE SOUTH 71°33'54" WEST, 18.07 FEET; THENCE SOUTH 40°03'39" EAST, 58.27 FEET; THENCE SOUTH 06°20'25" WEST, 29.97 FEET; THENCE SOUTH 50°42'38" WEST, 34.16 FEET; THENCE SOUTH 30°27'56" WEST, 24.11 FEET; THENCE SOUTH 69°26'38" WEST, 35.33 FEET; THENCE SOUTH 38°41'50" WEST, 14.27 FEET; THENCE SOUTH 49°08'41" EAST, 15.76 FEET; THENCE SOUTH 14°02'10" WEST, 48.10 FEET; THENCE SOUTH 31°36'27" WEST, 25.03 FEET; THENCE SOUTH 09°27'44" EAST, 12.26 FEET; THENCE SOUTH 37°29'59" WEST, 82.92 FEET; THENCE NORTH 90°00'00" WEST, 22.66 FEET; THENCE SOUTH 75°57'50" WEST, 34.70 FEET; THENCE SOUTH 79°02'45" WEST, 17.14 FEET; THENCE SOUTH 39°15'54" WEST, 58.33 FEET; THENCE SOUTH 38°09'26" EAST, 24.83 FEET; THENCE SOUTH 00°00'00" EAST, 7.06 FEET; THENCE SOUTH 81°36'44" EAST, 40.33 FEET; THENCE SOUTH 00°24'28" WEST, 80.63 FEET; THENCE SOUTH 46°39'12" WEST, 33.58 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 179.71 FEET, AN ARC DISTANCE OF 153.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°07'47" EAST, 148.83 FEET; THENCE NORTH 87°50'56" EAST, 16.33 FEET; THENCE SOUTH 77°56'14" EAST, 53.41 FEET; THENCE SOUTH 52°50'29" EAST, 42.43 FEET; THENCE SOUTH 88°43'36" EAST, 12.44 FEET; THENCE NORTH 82°55'24" EAST, 82.72 FEET; THENCE SOUTH 03°25'12" EAST, 63.44 FEET; THENCE SOUTH 00°10'27" WEST, 29.54 FEET; THENCE NORTH 52°25'50" EAST, 20.98 FEET; THENCE SOUTH 37°46'58" EAST, 95.61 FEET; THENCE SOUTH 18°30'06" WEST, 50.73 FEET; THENCE SOUTH 25°00'49" EAST, 57.70 FEET; THENCE SOUTH 36°10'44" EAST, 27.49 FEET; THENCE SOUTH 68°18'40" EAST, 9.61 FEET; THENCE NORTH 88°06'43" EAST, 12.76 FEET; THENCE NORTH 33°00'17" EAST, 6.20 FEET; THENCE NORTH 45°07'20" WEST, 26.92 FEET; THENCE NORTH 53°56'24" EAST, 104.35 FEET; THENCE SOUTH 77°50'39" EAST, 65.62 FEET; THENCE SOUTH 54°38'36" EAST, 57.06 FEET; THENCE SOUTH 07°12'22" WEST, 36.68 FEET; THENCE SOUTH 12°49'54" EAST, 55.59 FEET; THENCE SOUTH 46°57'12" WEST, 34.73 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.84 ACRES, MORE OR LESS.

## GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY LINE OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AS SOUTH 89°33'51" WEST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE: CLARY MAP FILES # R9-2A, # TS5-400, # TS5-401, # TS5-440, AND # TS5-448, & R.M. ANGAS BOUNDARY # 115B-26C

SHEET 8 OF 8

CONSERVATION EASEMENT NO. 5, PHASE 2

JOB NO. 2015-597 CE5

DRAFTER SPB

DATE 11/3/2015

SCALE 1"=100'

CHECKED BY *JS*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE).

*Gregory B. Clary*  
GREGORY B. CLARY, P.S.M. CERT. NO. 3377



**Exhibit "B"**

**Property**

The real property described on **Schedule 1** attached hereto, together with the portions of the real property described on **Schedule 2** attached hereto that are identified as parcels 1, 2, 3, 10/11, 12, 13, and 14 on the map attached hereto as **Schedule 3**.

Declarant reserves the right to amend the Declaration to include specific legal descriptions for these parcels as they become available.

To the extent any of the parcels are not developed for residential use, Declarant reserves the right to amend the Declaration to remove such parcel from the Property that is subject to the Declaration.

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Schedule 1

4819-5452-5225.7  
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## PARCEL 1

A PORTION OF SECTIONS 10, 11 AND 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY (SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY); THENCE NORTH 89°33'57" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 5363.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID SECTION 14; THENCE NORTH 01°04'11" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 14, A DISTANCE OF 2363.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°42'34" WEST, 125.74 FEET; THENCE SOUTH 88°31'52" WEST, 252.15 FEET; THENCE NORTH 25°15'19" WEST, 80.96 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 53.00 FEET, AN ARC DISTANCE OF 15.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°44'16" WEST, 15.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°13'14" WEST, 157.48 FEET; THENCE NORTH 62°52'06" WEST, 22.99 FEET; THENCE NORTH 26°36'18" EAST, 99.85 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 170.05 FEET, AN ARC DISTANCE OF 213.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°35'21" WEST, 199.60 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°01'23" WEST, 326.58 FEET; THENCE NORTH 83°07'23" WEST, 18.84 FEET; THENCE NORTH 34°48'08" WEST, 23.20 FEET; THENCE NORTH 18°28'51" EAST, 44.11 FEET; THENCE NORTH 18°44'41" WEST, 48.80 FEET; THENCE NORTH 47°54'06" WEST, 45.55 FEET; THENCE NORTH 09°13'12" WEST, 49.87 FEET; THENCE NORTH 02°17'20" WEST, 50.91 FEET; THENCE NORTH 74°18'15" WEST, 37.68 FEET; THENCE NORTH 03°01'18" WEST, 65.33 FEET; THENCE NORTH 47°07'13" WEST, 58.25 FEET; THENCE NORTH 24°56'08" WEST, 42.35 FEET; THENCE NORTH 30°20'45" WEST, 47.37 FEET; THENCE SOUTH 69°57'39" WEST, 10.55 FEET; THENCE NORTH 61°12'35" WEST, 38.10 FEET; THENCE NORTH 01°28'58" WEST, 71.57 FEET; THENCE NORTH 27°58'57" EAST, 31.78 FEET; THENCE NORTH 26°50'40" WEST, 43.36 FEET; THENCE NORTH 38°05'52" EAST, 55.12 FEET; THENCE NORTH 19°09'44" WEST, 48.91 FEET; THENCE NORTH 09°40'52" WEST, 82.84 FEET; THENCE NORTH 71°18'58" WEST, 73.95 FEET; THENCE NORTH 21°04'49" WEST, 42.80 FEET; THENCE NORTH 36°48'21" EAST, 33.99 FEET; THENCE NORTH 14°17'59" EAST, 30.85 FEET; THENCE

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NORTH 31°36'48" WEST, 41.22 FEET; THENCE NORTH 32°40'18" WEST, 54.16 FEET;  
 THENCE NORTH 06°17'46" EAST, 51.02 FEET; THENCE NORTH 81°38'17" EAST, 6.30  
 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 NORTHEASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF  
 109.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF NORTH 45°18'05" WEST, 109.18 FEET TO A POINT OF NON-TANGENCY; THENCE  
 SOUTH 67°45'46" WEST, 18.96 FEET; THENCE NORTH 47°45'26" WEST, 68.99 FEET;  
 THENCE NORTH 46°03'48" WEST, 49.16 FEET; THENCE NORTH 41°46'31" EAST, 41.03  
 FEET; THENCE NORTH 30°38'40" WEST, 13.60 FEET; THENCE SOUTH 62°34'07" WEST,  
 53.57 FEET; THENCE NORTH 58°24'53" WEST, 44.44 FEET; THENCE NORTH 02°31'34"  
 WEST, 40.97 FEET; THENCE NORTH 39°58'26" WEST, 49.72 FEET; THENCE NORTH  
 78°50'27" WEST, 49.43 FEET; THENCE NORTH 32°31'33" WEST, 54.67 FEET; THENCE  
 NORTH 39°18'05" WEST, 38.65 FEET; THENCE NORTH 28°33'39" WEST, 62.88 FEET;  
 THENCE NORTH 75°54'37" WEST, 25.20 FEET; THENCE NORTH 32°45'57" WEST, 54.16  
 FEET; THENCE NORTH 74°48'46" WEST, 44.15 FEET; THENCE NORTH 40°55'24" WEST,  
 33.81 FEET; THENCE NORTH 23°04'49" WEST, 62.69 FEET; THENCE NORTH 09°50'42"  
 WEST, 32.95 FEET; THENCE NORTH 35°09'39" EAST, 23.21 FEET; THENCE NORTH  
 46°56'35" WEST, 51.91 FEET; THENCE SOUTH 69°31'51" WEST, 16.31 FEET; THENCE  
 SOUTH 69°16'15" WEST, 4.50 FEET; THENCE SOUTH 65°59'49" WEST, 17.80 FEET;  
 THENCE NORTH 48°37'52" WEST, 11.39 FEET; THENCE SOUTH 86°29'54" WEST, 47.87  
 FEET; THENCE SOUTH 61°45'18" WEST, 4.23 FEET; THENCE SOUTH 61°45'03" WEST,  
 17.11 FEET; THENCE SOUTH 38°23'11" WEST, 48.85 FEET; THENCE SOUTH 50°28'52"  
 WEST, 54.03 FEET; THENCE SOUTH 86°26'32" WEST, 32.92 FEET; THENCE NORTH  
 18°18'47" WEST, 45.96 FEET; THENCE NORTH 68°28'19" WEST, 58.30 FEET; THENCE  
 NORTH 14°44'16" EAST, 37.81 FEET; THENCE NORTH 56°03'13" WEST, 60.52 FEET;  
 THENCE NORTH 28°31'51" WEST, 46.48 FEET; THENCE NORTH 27°29'17" WEST, 69.71  
 FEET; THENCE NORTH 25°21'40" WEST, 38.82 FEET; THENCE NORTH 50°44'59" WEST,  
 34.78 FEET; THENCE NORTH 18°25'50" WEST, 53.35 FEET; THENCE NORTH 38°42'45"  
 WEST, 92.16 FEET; THENCE NORTH 11°34'38" WEST, 101.82 FEET; THENCE NORTH  
 76°53'47" WEST, 85.56 FEET; THENCE NORTH 33°45'42" WEST, 77.80 FEET; THENCE  
 SOUTH 72°50'03" WEST, 39.39 FEET; THENCE NORTH 57°57'55" WEST, 45.89 FEET;  
 THENCE SOUTH 78°52'44" WEST, 35.04 FEET; THENCE NORTH 58°57'34" WEST, 95.14  
 FEET; THENCE NORTH 67°21'51" WEST, 46.80 FEET; THENCE NORTH 03°35'36" WEST,  
 95.11 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 SOUTHWESTERLY, HAVING A RADIUS OF 1338.45 FEET, AN ARC DISTANCE OF  
 87.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF NORTH 58°36'55" WEST, 87.35 FEET; THENCE NORTH 29°49'59" EAST, 49.35 FEET;  
 THENCE NORTH 02°09'19" EAST, 56.76 FEET; THENCE NORTH 62°11'07" WEST, 33.45

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FEET; THENCE SOUTH 77°58'02" WEST, 58.42 FEET; THENCE NORTH 51°43'10" WEST, 66.26 FEET; THENCE NORTH 18°12'32" WEST, 28.58 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1572.01 FEET, AN ARC DISTANCE OF 237.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°05'16" WEST, 237.45 FEET; THENCE NORTH 76°51'18" WEST, 103.77 FEET; THENCE NORTH 75°24'28" WEST, 145.36 FEET; THENCE NORTH 79°53'54" WEST, 99.65 FEET; THENCE SOUTH 55°14'07" WEST, 55.44 FEET; THENCE SOUTH 60°24'35" WEST, 31.28 FEET; THENCE SOUTH 80°08'43" WEST, 64.39 FEET; THENCE SOUTH 74°30'40" WEST, 23.60 FEET; THENCE SOUTH 79°54'51" WEST, 22.98 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1351.05 FEET, AN ARC DISTANCE OF 7.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°48'34" WEST, 7.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°58'37" WEST, 169.41 FEET; THENCE SOUTH 88°25'56" EAST, 22.71 FEET; THENCE SOUTH 75°36'58" EAST, 42.54 FEET; THENCE NORTH 54°07'56" EAST, 42.49 FEET; THENCE NORTH 58°23'50" EAST, 43.11 FEET; THENCE NORTH 63°04'52" EAST, 41.43 FEET; THENCE NORTH 88°36'57" EAST, 53.78 FEET; THENCE SOUTH 76°46'53" EAST, 57.98 FEET; THENCE SOUTH 68°17'03" EAST, 24.62 FEET; THENCE SOUTH 64°58'52" EAST, 40.82 FEET; THENCE NORTH 86°36'12" EAST, 55.71 FEET; THENCE SOUTH 55°03'49" EAST, 26.93 FEET; THENCE SOUTH 52°13'39" EAST, 47.87 FEET; THENCE SOUTH 33°51'06" EAST, 72.41 FEET; THENCE SOUTH 06°50'02" EAST, 39.44 FEET; THENCE SOUTH 55°47'51" WEST, 49.97 FEET; THENCE SOUTH 84°58'57" WEST, 54.12 FEET; THENCE SOUTH 59°47'50" WEST, 56.28 FEET; THENCE SOUTH 59°37'08" WEST, 34.65 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 565.00 FEET, AN ARC DISTANCE OF 157.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°27'56" EAST, 157.32 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 79°37'29" EAST, 29.40 FEET; THENCE SOUTH 51°51'04" EAST, 57.40 FEET; THENCE SOUTH 55°02'36" EAST, 35.94 FEET; THENCE SOUTH 47°44'17" EAST, 38.89 FEET; THENCE SOUTH 22°49'52" EAST, 72.92 FEET; THENCE SOUTH 06°47'49" EAST, 77.30 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 560.00, AN ARC DISTANCE OF 17.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°53'35" EAST, 17.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°00'40" EAST, 147.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE

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SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 640.00, AN ARC DISTANCE OF 45.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°03'37" EAST, 45.77 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 36°49'45" EAST, 32.18 FEET; THENCE SOUTH 31°10'32" EAST, 49.69 FEET; THENCE SOUTH 17°17'25" EAST, 26.29 FEET; THENCE SOUTH 17°12'36" EAST, 46.34 FEET; THENCE SOUTH 62°45'55" EAST, 51.73 FEET; THENCE SOUTH 42°13'24" EAST, 57.82 FEET; THENCE SOUTH 42°24'49" EAST, 69.36 FEET; THENCE SOUTH 72°55'43" EAST, 31.77 FEET; THENCE SOUTH 72°55'43" EAST, 37.90 FEET; THENCE SOUTH 37°54'06" EAST, 17.58 FEET; THENCE SOUTH 63°06'52" EAST, 28.95 FEET; THENCE SOUTH 81°46'54" EAST, 73.05 FEET; THENCE SOUTH 43°57'42" EAST, 31.02 FEET; THENCE SOUTH 40°24'32" EAST, 31.54 FEET; THENCE SOUTH 13°37'43" EAST, 52.94 FEET; THENCE NORTH 02°25'27" EAST, 72.61 FEET; THENCE NORTH 32°07'14" EAST, 39.89 FEET; THENCE NORTH 59°23'44" EAST, 43.26 FEET; THENCE NORTH 32°18'40" EAST, 43.64 FEET; THENCE NORTH 59°48'47" EAST, 30.98 FEET; THENCE NORTH 87°03'00" EAST, 56.56 FEET; THENCE SOUTH 43°59'54" EAST, 86.81 FEET; THENCE NORTH 62°57'38" EAST, 60.81 FEET; THENCE SOUTH 37°40'16" EAST, 45.66 FEET; THENCE SOUTH 48°15'40" EAST, 45.07 FEET; THENCE SOUTH 04°32'39" EAST, 28.07 FEET; THENCE SOUTH 39°32'25" WEST, 57.01 FEET; THENCE SOUTH 35°02'01" WEST, 89.47 FEET; THENCE SOUTH 63°43'26" WEST, 43.35 FEET; THENCE SOUTH 31°06'28" WEST, 33.82 FEET; THENCE SOUTH 03°32'28" WEST, 24.63 FEET; THENCE SOUTH 17°50'17" WEST, 48.94 FEET; THENCE SOUTH 82°44'34" EAST, 20.68 FEET; THENCE SOUTH 38°48'08" EAST, 54.75 FEET; THENCE NORTH 22°58'13" EAST, 8.87 FEET; THENCE NORTH 27°08'26" WEST, 31.74 FEET; THENCE NORTH 78°08'32" EAST, 57.84 FEET; THENCE NORTH 58°58'08" EAST, 60.86 FEET; THENCE NORTH 35°27'10" EAST, 34.93 FEET; THENCE NORTH 04°05'50" WEST, 29.18 FEET; THENCE NORTH 65°06'03" EAST, 28.23 FEET; THENCE SOUTH 44°22'54" EAST, 33.75 FEET; THENCE SOUTH 05°53'13" EAST, 20.61 FEET; THENCE SOUTH 28°53'52" EAST, 58.52 FEET; THENCE NORTH 45°01'48" EAST, 30.97 FEET; THENCE NORTH 85°10'44" EAST, 54.59 FEET; THENCE SOUTH 38°11'55" EAST, 62.35 FEET; THENCE SOUTH 07°39'33" EAST, 43.26 FEET; THENCE SOUTH 17°19'28" WEST, 50.63 FEET; THENCE SOUTH 11°43'23" WEST, 38.03 FEET; THENCE SOUTH 40°23'08" EAST, 25.55 FEET; THENCE NORTH 83°50'50" EAST, 42.55 FEET; THENCE SOUTH 77°49'43" EAST, 53.97 FEET; THENCE SOUTH 32°52'47" EAST, 48.57 FEET; THENCE SOUTH 06°00'14" EAST, 53.55 FEET; THENCE SOUTH 00°35'55" WEST, 32.54 FEET; THENCE SOUTH 81°25'44" WEST, 26.71 FEET; THENCE SOUTH 05°22'17" WEST, 58.17 FEET; THENCE SOUTH 36°04'34" EAST, 15.18 FEET; THENCE SOUTH 87°12'33" WEST, 55.53 FEET; THENCE SOUTH 39°00'15" WEST, 54.21 FEET; THENCE SOUTH 72°41'00" WEST, 22.97 FEET; THENCE SOUTH 31°47'27" WEST, 47.25 FEET; THENCE SOUTH 02°37'35" WEST, 23.20 FEET; THENCE NORTH 39°05'08" WEST, 35.07 FEET; THENCE SOUTH 81°58'23" WEST, 32.53 FEET; THENCE NORTH

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24°06'56" WEST, 50.06 FEET; THENCE SOUTH 61°44'52" WEST, 14.96 FEET; THENCE  
 SOUTH 25°48'33" WEST, 27.49 FEET; THENCE SOUTH 27°27'38" WEST, 38.80 FEET;  
 THENCE SOUTH 58°20'10" WEST, 49.87 FEET; THENCE SOUTH 85°51'32" WEST, 44.76  
 FEET; THENCE SOUTH 41°56'07" WEST, 49.46 FEET; THENCE SOUTH 52°09'09" WEST,  
 32.95 FEET; THENCE NORTH 83°02'44" WEST, 13.84 FEET; THENCE SOUTH 31°44'40"  
 WEST, 42.23 FEET; THENCE SOUTH 85°05'43" WEST, 27.67 FEET; THENCE SOUTH  
 14°54'21" WEST, 54.20 FEET; THENCE SOUTH 40°08'02" WEST, 39.50 FEET; THENCE  
 SOUTH 63°20'20" WEST, 45.02 FEET; THENCE SOUTH 04°18'22" EAST, 41.25 FEET;  
 THENCE SOUTH 16°55'51" WEST, 49.39 FEET; THENCE SOUTH 63°34'02" WEST, 27.49  
 FEET; THENCE SOUTH 18°28'05" WEST, 50.45 FEET; THENCE SOUTH 24°04'06" WEST,  
 50.48 FEET; THENCE SOUTH 19°22'57" WEST, 73.86 FEET; THENCE SOUTH 10°53'24"  
 WEST, 59.87 FEET; THENCE SOUTH 33°19'26" EAST, 67.37 FEET; THENCE SOUTH  
 82°19'08" EAST, 52.93 FEET; THENCE SOUTH 44°01'14" EAST, 72.19 FEET; THENCE  
 NORTH 41°32'25" EAST, 24.38 FEET; THENCE NORTH 89°33'40" EAST, 48.56 FEET;  
 THENCE NORTH 81°10'37" EAST, 57.72 FEET; THENCE NORTH 85°41'51" EAST, 41.52  
 FEET; THENCE NORTH 59°49'33" EAST, 20.47 FEET; THENCE NORTH 87°45'12" EAST,  
 32.30 FEET; THENCE SOUTH 60°37'05" EAST, 43.57 FEET; THENCE SOUTH 11°48'20"  
 WEST, 44.92 FEET; THENCE SOUTH 10°00'13" WEST, 48.05 FEET; THENCE SOUTH  
 37°26'04" WEST, 36.23 FEET; THENCE SOUTH 20°19'01" EAST, 44.02 FEET; THENCE  
 SOUTH 21°12'39" WEST, 47.63 FEET; THENCE SOUTH 13°22'17" EAST, 35.47 FEET;  
 THENCE SOUTH 11°01'12" EAST, 32.00 FEET; THENCE SOUTH 76°05'35" EAST, 35.69  
 FEET; THENCE SOUTH 65°18'20" EAST, 40.61 FEET; THENCE SOUTH 59°05'48" EAST,  
 31.45 FEET; THENCE NORTH 82°48'06" EAST, 41.16 FEET; THENCE NORTH 09°19'08"  
 EAST, 22.97 FEET; THENCE NORTH 14°22'01" WEST, 54.70 FEET; THENCE NORTH  
 31°13'58" EAST, 24.08 FEET; THENCE NORTH 54°37'45" EAST, 49.30 FEET; THENCE  
 SOUTH 71°46'24" EAST, 33.59 FEET; THENCE SOUTH 52°43'14" EAST, 45.12 FEET;  
 THENCE SOUTH 72°52'27" EAST, 46.24 FEET; THENCE SOUTH 23°15'29" EAST, 39.79  
 FEET; THENCE SOUTH 09°04'38" WEST, 37.89 FEET; THENCE SOUTH 29°07'07" EAST,  
 53.73 FEET; THENCE SOUTH 48°49'03" EAST, 48.92 FEET; THENCE SOUTH 56°14'52"  
 EAST, 42.72 FEET; THENCE SOUTH 05°12'42" EAST, 47.61 FEET; THENCE NORTH  
 66°25'32" WEST, 29.19 FEET; THENCE NORTH 63°54'22" WEST, 35.40 FEET; THENCE  
 SOUTH 55°25'16" WEST, 39.69 FEET; THENCE NORTH 83°15'07" WEST, 43.13 FEET;  
 THENCE SOUTH 78°50'35" WEST, 36.42 FEET; THENCE SOUTH 60°13'24" WEST, 36.85  
 FEET; THENCE SOUTH 47°56'07" WEST, 41.05 FEET; THENCE SOUTH 44°47'19" WEST,  
 49.23 FEET; THENCE SOUTH 18°14'55" WEST, 39.79 FEET; THENCE SOUTH 20°09'02"  
 EAST, 43.53 FEET; THENCE SOUTH 07°04'31" WEST, 46.76 FEET; THENCE SOUTH  
 04°41'00" EAST, 47.78 FEET; THENCE SOUTH 19°51'51" EAST, 38.87 FEET; THENCE  
 SOUTH 08°21'48" EAST, 34.51 FEET; THENCE SOUTH 40°23'33" WEST, 36.08 FEET;  
 THENCE SOUTH 22°26'09" WEST, 55.31 FEET; THENCE SOUTH 47°02'06" WEST, 23.16  
 FEET; THENCE SOUTH 81°06'58" WEST, 38.52 FEET; THENCE SOUTH 78°34'03" WEST,

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39.59 FEET; THENCE SOUTH 76°58'42" WEST, 33.32 FEET; THENCE SOUTH 77°50'34" WEST, 33.12 FEET; THENCE SOUTH 84°42'54" WEST, 32.01 FEET; THENCE SOUTH 61°13'52" WEST, 32.97 FEET; THENCE SOUTH 89°54'34" WEST, 62.71 FEET; THENCE SOUTH 75°29'29" WEST, 55.15 FEET; THENCE NORTH 82°33'46" WEST, 49.56 FEET; THENCE SOUTH 73°21'12" WEST, 16.21 FEET; THENCE NORTH 83°20'16" WEST, 64.37 FEET; THENCE SOUTH 83°36'06" WEST, 52.92 FEET; THENCE NORTH 82°34'00" WEST, 49.11 FEET; THENCE NORTH 81°02'38" WEST, 38.51 FEET; THENCE SOUTH 60°22'52" WEST, 46.99 FEET; THENCE SOUTH 87°24'21" WEST, 29.68 FEET; THENCE NORTH 84°45'13" WEST, 123.11 FEET; THENCE NORTH 79°01'31" WEST, 44.73 FEET; THENCE SOUTH 38°19'32" EAST, 26.60 FEET; THENCE NORTH 63°40'45" WEST, 52.44 FEET; THENCE NORTH 39°15'18" WEST, 43.22 FEET; THENCE NORTH 50°48'22" WEST, 39.51 FEET; THENCE NORTH 50°33'55" WEST, 40.95 FEET; THENCE NORTH 24°48'09" WEST, 27.45 FEET; THENCE NORTH 35°08'10" WEST, 28.84 FEET; THENCE NORTH 30°18'45" WEST, 54.40 FEET; THENCE NORTH 28°39'38" WEST, 56.00 FEET; THENCE NORTH 57°26'23" WEST, 29.36 FEET; THENCE NORTH 21°19'02" WEST, 66.68 FEET; THENCE NORTH 15°48'30" WEST, 24.19 FEET; THENCE NORTH 09°27'48" EAST, 30.23 FEET; THENCE NORTH 16°25'47" WEST, 30.02 FEET; THENCE NORTH 23°34'39" WEST, 100.93 FEET; THENCE NORTH 10°16'33" WEST, 56.28 FEET; THENCE NORTH 14°42'43" WEST, 90.00 FEET; THENCE SOUTH 63°41'38" WEST, 37.52 FEET; THENCE NORTH 58°22'25" WEST, 60.07 FEET; THENCE NORTH 75°10'26" WEST, 19.12 FEET; THENCE NORTH 33°16'35" WEST, 31.80 FEET; THENCE NORTH 16°49'07" WEST, 52.83 FEET; THENCE NORTH 16°36'21" WEST, 38.26 FEET; THENCE NORTH 11°39'30" WEST, 34.87 FEET; THENCE NORTH 40°56'08" EAST, 62.51 FEET; THENCE NORTH 31°19'31" EAST, 54.12 FEET; THENCE NORTH 02°13'47" WEST, 31.28 FEET; THENCE NORTH 57°56'40" WEST, 22.78 FEET; THENCE NORTH 44°30'43" WEST, 37.68 FEET; THENCE NORTH 80°18'31" WEST, 47.47 FEET; THENCE NORTH 56°38'25" WEST, 28.43 FEET; THENCE NORTH 28°22'21" WEST, 40.58 FEET; THENCE NORTH 05°53'40" WEST, 57.12 FEET; THENCE NORTH 71°09'16" WEST, 29.21 FEET; THENCE NORTH 08°51'58" WEST, 58.43 FEET; THENCE NORTH 04°40'16" EAST, 47.25 FEET; THENCE NORTH 09°58'59" WEST, 19.79 FEET; THENCE NORTH 47°41'17" EAST, 25.53 FEET; THENCE NORTH 01°38'20" EAST, 16.08 FEET; THENCE SOUTH 80°41'13" WEST, 25.05 FEET; THENCE NORTH 10°37'38" WEST, 81.25 FEET; THENCE NORTH 20°49'10" WEST, 115.53 FEET; THENCE NORTH 15°34'52" WEST, 62.61 FEET; THENCE NORTH 06°35'11" WEST, 45.20 FEET; THENCE NORTH 30°24'12" WEST, 92.42 FEET; THENCE SOUTH 68°54'09" WEST, 33.17 FEET; THENCE NORTH 14°49'38" WEST, 34.80 FEET; THENCE SOUTH 89°48'14" WEST, 50.83 FEET; THENCE NORTH 26°42'17" WEST, 32.64 FEET; THENCE NORTH 15°36'04" WEST, 53.45 FEET; THENCE NORTH 25°46'48" WEST, 101.36 FEET; THENCE NORTH 26°05'22" WEST, 109.32 FEET; THENCE NORTH 12°19'09" EAST, 21.99 FEET; THENCE NORTH 67°29'01" EAST, 47.90 FEET; THENCE NORTH 44°53'10" EAST, 22.43 FEET; THENCE NORTH 08°58'20" WEST, 140.33 FEET; THENCE NORTH 71°46'04" WEST, 108.71 FEET;

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THENCE NORTH 24°13'40" WEST, 66.07 FEET; THENCE NORTH 09°58'44" WEST, 142.32  
 FEET; THENCE NORTH 03°12'45" WEST, 103.75 FEET; THENCE NORTH 39°59'12"  
 EAST, 17.53 FEET; THENCE NORTH 00°51'43" EAST, 48.66 FEET; THENCE NORTH  
 37°47'33" EAST, 31.03 FEET; THENCE NORTH 80°09'19" EAST, 38.58 FEET; THENCE  
 NORTH 21°29'13" EAST, 13.44 FEET; THENCE NORTH 09°12'20" WEST, 125.57 FEET;  
 THENCE NORTH 04°03'45" WEST, 154.40 FEET; THENCE NORTH 68°23'39" WEST, 13.14  
 FEET; THENCE NORTH 20°25'54" WEST, 57.44 FEET; THENCE NORTH 04°39'08" WEST,  
 52.48 FEET; THENCE NORTH 10°10'25" WEST, 64.29 FEET; THENCE NORTH 16°40'11"  
 EAST, 64.08 FEET; THENCE NORTH 01°42'55" EAST, 53.42 FEET; THENCE NORTH  
 63°53'26" EAST, 34.32 FEET; THENCE NORTH 47°51'58" EAST, 33.01 FEET; THENCE  
 NORTH 12°37'42" EAST, 98.31 FEET; THENCE NORTH 16°07'40" EAST, 92.21 FEET;  
 THENCE NORTH 08°12'21" WEST, 11.20 FEET; THENCE NORTH 12°17'01" WEST, 25.25  
 FEET; THENCE NORTH 63°09'55" WEST, 36.49 FEET; THENCE NORTH 44°18'37" WEST,  
 43.24 FEET; THENCE SOUTH 87°22'49" WEST, 25.07 FEET; THENCE SOUTH 40°31'52"  
 EAST, 35.09 FEET; THENCE SOUTH 36°30'45" WEST, 33.39 FEET; THENCE SOUTH  
 43°29'11" WEST, 49.20 FEET; THENCE NORTH 78°08'37" WEST, 49.95 FEET; THENCE  
 NORTH 61°38'47" WEST, 41.00 FEET; THENCE NORTH 14°22'32" WEST, 45.27 FEET;  
 THENCE NORTH 27°11'00" EAST, 32.65 FEET; THENCE NORTH 13°37'04" WEST, 50.46  
 FEET; THENCE NORTH 15°26'05" WEST, 61.91 FEET; THENCE NORTH 48°45'20" WEST,  
 52.69 FEET; THENCE NORTH 59°12'49" WEST, 29.92 FEET; THENCE NORTH 76°30'17"  
 WEST, 68.14 FEET; THENCE NORTH 25°18'49" WEST, 19.72 FEET; THENCE NORTH  
 10°18'28" WEST, 50.34 FEET; THENCE NORTH 16°14'02" WEST, 45.24 FEET; THENCE  
 NORTH 01°09'11" WEST, 50.39 FEET; THENCE NORTH 13°34'04" WEST, 53.10 FEET;  
 THENCE NORTH 31°22'18" EAST, 28.71 FEET; THENCE NORTH 30°04'34" EAST, 58.14  
 FEET; THENCE NORTH 26°56'54" WEST, 12.17 FEET; THENCE NORTH 41°07'50" EAST,  
 30.53 FEET; THENCE NORTH 45°19'42" WEST, 34.79 FEET; THENCE NORTH 00°27'08"  
 EAST, 32.43 FEET; THENCE NORTH 41°00'31" EAST, 43.06 FEET; THENCE NORTH  
 27°59'22" EAST, 51.56 FEET; THENCE NORTH 34°53'33" EAST, 48.15 FEET; THENCE  
 NORTH 10°32'05" WEST, 59.74 FEET; THENCE NORTH 37°52'54" WEST, 31.10 FEET;  
 THENCE NORTH 19°33'14" WEST, 65.05 FEET; THENCE NORTH 04°35'57" WEST, 49.19  
 FEET; THENCE NORTH 13°51'46" WEST, 66.31 FEET; THENCE NORTH 31°54'53" WEST,  
 61.02 FEET; THENCE NORTH 13°29'37" WEST, 42.66 FEET; THENCE NORTH 03°48'50"  
 WEST, 38.38 FEET; THENCE NORTH 15°41'01" WEST, 38.38 FEET; THENCE NORTH  
 04°03'23" WEST, 76.66 FEET; THENCE NORTH 16°35'34" EAST, 28.08 FEET; THENCE  
 NORTH 32°34'50" WEST, 42.20 FEET; THENCE NORTH 14°42'51" WEST, 40.10 FEET;  
 THENCE NORTH 52°00'00" WEST, 47.76 FEET; THENCE NORTH 28°51'01" WEST, 40.02  
 FEET; THENCE NORTH 60°54'33" WEST, 40.56 FEET; THENCE NORTH 45°16'17" WEST,  
 49.40 FEET; THENCE NORTH 02°49'00" WEST, 77.10 FEET; THENCE NORTH 70°37'23"  
 WEST, 7.75 FEET; THENCE NORTH 11°04'31" WEST, 48.34 FEET; THENCE NORTH  
 39°12'07" WEST, 33.70 FEET; THENCE NORTH 28°54'54" WEST, 89.55 FEET; THENCE

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NORTH 19°36'14" WEST, 29.94 FEET; THENCE NORTH 41°33'22" WEST, 16.43 FEET;  
 THENCE NORTH 31°03'49" WEST, 16.43 FEET; THENCE NORTH 60°25'25" WEST, 14.07  
 FEET; THENCE NORTH 60°41'03" WEST, 124.83 FEET; THENCE SOUTH 73°40'45"  
 WEST, 6.47 FEET; THENCE NORTH 07°36'22" EAST, 4.98 FEET; THENCE NORTH  
 60°41'03" WEST, 13.42 FEET; THENCE SOUTH 87°03'15" WEST, 90.14 FEET; THENCE  
 NORTH 71°46'36" WEST, 37.56 FEET; THENCE SOUTH 31°25'08" WEST, 41.03 FEET;  
 THENCE SOUTH 40°14'43" WEST, 37.55 FEET; THENCE SOUTH 44°50'25" WEST, 43.12  
 FEET; THENCE SOUTH 71°42'48" WEST, 32.65 FEET; THENCE SOUTH 02°28'48" EAST,  
 19.92 FEET; THENCE SOUTH 82°55'41" EAST, 14.69 FEET; THENCE SOUTH 09°07'44"  
 WEST, 35.50 FEET; THENCE SOUTH 65°27'22" WEST, 30.85 FEET; THENCE NORTH  
 73°39'26" WEST, 49.02 FEET; THENCE NORTH 20°21'49" EAST, 18.92 FEET; THENCE  
 NORTH 73°09'35" EAST, 28.46 FEET; THENCE NORTH 17°16'46" WEST, 33.81 FEET;  
 THENCE NORTH 63°45'06" WEST, 39.63 FEET; THENCE NORTH 28°51'07" WEST, 27.95  
 FEET; THENCE NORTH 30°02'12" WEST, 44.70 FEET; THENCE NORTH 26°55'11" WEST,  
 22.68 FEET; THENCE NORTH 19°47'33" EAST, 59.27 FEET; THENCE NORTH 20°40'28"  
 WEST, 32.39 FEET; THENCE NORTH 39°55'31" WEST, 37.65 FEET; THENCE NORTH  
 09°58'14" WEST, 43.44 FEET; THENCE NORTH 12°57'30" EAST, 40.95 FEET; THENCE  
 NORTH 22°52'09" EAST, 38.19 FEET; THENCE NORTH 45°17'49" WEST, 36.15 FEET;  
 THENCE NORTH 51°54'18" WEST, 38.82 FEET; THENCE NORTH 24°48'17" EAST, 36.57  
 FEET; THENCE NORTH 37°15'37" WEST, 25.41 FEET; THENCE NORTH 40°34'04" WEST,  
 13.73 FEET; THENCE NORTH 46°36'36" WEST, 15.88 FEET; THENCE NORTH 52°04'49"  
 WEST, 12.62 FEET; THENCE NORTH 53°05'18" WEST, 100.73 FEET; THENCE NORTH  
 68°25'42" WEST, 6.77 FEET; THENCE NORTH 75°40'55" WEST, 54.66 FEET; THENCE  
 NORTH 85°06'56" WEST, 47.35 FEET; THENCE SOUTH 85°38'34" WEST, 42.46 FEET;  
 THENCE SOUTH 83°05'14" WEST, 43.32 FEET; THENCE NORTH 77°00'55" WEST, 49.45  
 FEET; THENCE NORTH 63°29'13" WEST, 54.32 FEET; THENCE NORTH 67°27'14" WEST,  
 55.22 FEET; THENCE NORTH 70°51'14" WEST, 52.28 FEET; THENCE NORTH 40°12'03"  
 WEST, 65.06 FEET; THENCE NORTH 09°31'49" WEST, 59.95 FEET; THENCE NORTH  
 26°53'44" WEST, 29.60 FEET; THENCE NORTH 06°25'16" WEST, 37.82 FEET; THENCE  
 NORTH 39°28'55" EAST, 22.52 FEET; THENCE NORTH 15°45'56" WEST, 46.20 FEET;  
 THENCE NORTH 23°40'31" EAST, 36.41 FEET; THENCE NORTH 18°52'21" EAST, 49.45  
 FEET; THENCE NORTH 10°09'30" EAST, 47.70 FEET; THENCE NORTH 19°37'42" WEST,  
 32.58 FEET; THENCE NORTH 31°06'58" WEST, 86.40 FEET; THENCE NORTH 72°52'44"  
 WEST, 36.63 FEET; THENCE SOUTH 85°25'59" WEST, 45.66 FEET; THENCE SOUTH  
 62°57'58" WEST, 26.73 FEET; THENCE SOUTH 49°24'55" WEST, 30.63 FEET; THENCE  
 SOUTH 13°19'09" WEST, 34.11 FEET; THENCE SOUTH 67°22'30" WEST, 49.15 FEET;  
 THENCE NORTH 66°53'31" WEST, 47.58 FEET; THENCE NORTH 07°24'05" EAST, 40.32  
 FEET; THENCE NORTH 27°41'49" EAST, 27.78 FEET; THENCE NORTH 32°13'14" EAST,  
 31.60 FEET; THENCE NORTH 51°45'33" EAST, 22.75 FEET; THENCE NORTH 44°41'32"  
 EAST, 34.09 FEET; THENCE NORTH 29°27'49" EAST, 45.55 FEET; THENCE NORTH

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42°33'34" EAST, 54.63 FEET; THENCE NORTH 25°16'44" EAST, 29.81 FEET; THENCE NORTH 09°16'10" WEST, 57.95 FEET; THENCE NORTH 64°41'24" EAST, 28.71 FEET; THENCE NORTH 62°37'25" EAST, 24.51 FEET; THENCE NORTH 84°42'40" EAST, 32.64 FEET; THENCE NORTH 68°15'50" EAST, 6.00 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 150.00 FOOT RIGHT OF WAY PER ST. JOHNS COUNTY RIGHT OF WAY MAP DATED 8-15-2002); THENCE SOUTH 53°14'48" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A DISTANCE OF 1598.73 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 277.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°58'35" EAST, 277.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°42'23" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY OF COUNTY ROAD NO. 210, A DISTANCE OF 1737.76 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 393.31 FEET, AN ARC DISTANCE OF 394.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°34'04" EAST, 378.07 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD (A VARIABLE WIDTH RIGHT OF WAY PER F.E.C. RAILWAY CO. RIGHT OF WAY AND TRACK MAP DATED DECEMBER 31, 1927); THENCE SOUTH 41°00'02" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 2283.78 FEET; THENCE NORTH 89°28'59" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 36.95 FEET; THENCE SOUTH 41°02'31" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 253.73 FEET TO THE SAID EASTERLY LINE OF SECTION 14; THENCE SOUTH 01°04'11" EAST, ALONG SAID EASTERLY LINE OF SECTION 14, 2817.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 279.34 ACRES, MORE OR LESS

**LESS AND EXCEPT:**

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**EXCEPTION #1**

LESS AND EXCEPT THAT PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF SECTIONS 14, 15, 22, AND 23, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°33'57" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, 5363.20 FEET TO THE INTERSECTION OF SECTIONS 13, 14, 23, AND 24 TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°04' 11" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 14 (ALSO BEING THE SOUTHWESTERLY LINE OF SAID SECTION 13), 5180.32 FEET TO THE SOUTHWESTERLY LINE OF THE FLORIDA EAST COAST RAILROAD (A VARIABLE WIDTH RIGHT OF WAY PER F.E.C RAILWAY CO., RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927); THENCE NORTH 41°02'31" WEST, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 253.73 FEET TO THE NORTHERLY LINE OF SECTION 14 (ALSO BEING THE SOUTHERLY LINE OF SAID SECTION 11); THENCE SOUTH 89°28'59" WEST ALONG THE SAID NORTHERLY LINE OF SECTION 14 AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 36.95 FEET; THENCE NORTH 41°00'02" WEST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 2283.78 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 ( A 150' RIGHT OF WAY PER ST. JOHN'S COUNTY RIGHT OF WAY MAP DATED, 08-15-2002) AND TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 393.31 FEET, AN ARC DISTANCE OF 394.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°34'04" WEST, 378.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°42'23" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, 200.79 FEET; THENCE SOUTH 21°17'37" WEST, 277.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71°40'17" EAST, 432.28 FEET; THENCE SOUTH 18°19'43" WEST, 103.00 FEET; THENCE SOUTH 71°40'17" EAST, 37.23 FEET; THENCE SOUTH 36°48'41" WEST, 22.11 FEET; THENCE SOUTH 22°06'48" EAST, 51.77 FEET; THENCE SOUTH 09°08'26" WEST, 69.98 FEET; THENCE SOUTH 14°16'38" EAST, 39.35 FEET; THENCE SOUTH 23°55'02" EAST, 64.91 FEET; THENCE SOUTH 48°10'02" EAST, 42.49 FEET; THENCE SOUTH 78°52'07" EAST, 18.82 FEET; THENCE SOUTH 16°23'37" WEST, 56.56 FEET; THENCE SOUTH 33°43'43" WEST, 30.03 FEET; THENCE SOUTH 04°33'59" WEST, 33.17 FEET; THENCE SOUTH 14°54'03" EAST, 32.64 FEET; THENCE SOUTH 69°50'26" EAST, 49.25 FEET; THENCE SOUTH

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08°06'32" WEST, 37.62 FEET; THENCE SOUTH 23°24'06" EAST, 37.77 FEET; THENCE  
 SOUTH 38°25'44" EAST, 44.61 FEET; THENCE SOUTH 29°52'55" WEST, 33.51 FEET;  
 THENCE SOUTH 68°27'18" WEST, 70.18 FEET; THENCE SOUTH 45°12'28" WEST, 30.21  
 FEET; THENCE SOUTH 22°11'49" EAST, 62.11 FEET; THENCE SOUTH 06°07'09" WEST,  
 33.83 FEET; THENCE SOUTH 17°35'55" EAST, 44.65 FEET; THENCE SOUTH 60°41'49"  
 WEST, 19.11 FEET; THENCE SOUTH 53°21'15" WEST, 41.64 FEET; THENCE SOUTH  
 52°26'43" WEST, 39.22 FEET; THENCE SOUTH 67°53'13" WEST, 28.65 FEET; THENCE  
 SOUTH 51°12'35" WEST, 13.85 FEET TO THE ARC OF A CURVE LEADING  
 NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE SOUTHWESTERLY; HAVING A RADIUS OF 1941.12 FEET,  
 AN ARC DISTANCE OF 18.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 55°46'53" WEST, 18.51 FEET; THENCE SOUTH  
 47°38'44" WEST, 105.24 FEET TO THE ARC OF A CURVE LEADING  
 NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 634.45 FEET, AN  
 ARC DISTANCE OF 23.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 56°51'01" WEST, 23.19 FEET; THENCE NORTH  
 16°19'24" WEST, 17.87 FEET; THENCE SOUTH 71°43'41" WEST, 14.37 FEET TO THE  
 ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY  
 ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY,  
 HAVING A RADIUS OF 1531.02 FEET, AN ARC DISTANCE OF 209.14 FEET, SAID ARC  
 BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°34'10"  
 WEST, 208.98 FEET; THENCE NORTH 68°21'58" WEST, 139.02 FEET; THENCE NORTH  
 72°28'21" WEST, 87.07 FEET; THENCE NORTH 81°52'59" WEST, 26.19 FEET; THENCE  
 NORTH 72°47'32" WEST, 34.76 FEET; THENCE NORTH 78°44'06" WEST, 82.67 FEET;  
 THENCE NORTH 80°03'26" WEST, 246.16 FEET; THENCE NORTH 30°05'30" EAST, 48.24  
 FEET; THENCE NORTH 41°51'57" EAST, 34.70 FEET; THENCE NORTH 28°00'46" EAST,  
 30.76 FEET; THENCE NORTH 15°37'52" EAST, 50.37 FEET; THENCE NORTH 07°20'36"  
 EAST, 33.67 FEET; THENCE NORTH 22°20'31" EAST, 24.53 FEET; THENCE NORTH  
 17°42'34" WEST, 17.38 FEET; THENCE NORTH 18°45'26" EAST, 36.33 FEET; THENCE  
 NORTH 11°04'01" EAST, 22.76 FEET; THENCE NORTH 23°53'17" WEST, 101.14 FEET;  
 THENCE NORTH 41°45'37" WEST, 30.54 FEET; THENCE NORTH 12°05'37" WEST, 35.03  
 FEET; THENCE NORTH 28°53'41" WEST, 54.68 FEET; THENCE NORTH 18°54'28" WEST,  
 36.44 FEET; THENCE NORTH 29°20'08" WEST, 23.85 FEET; THENCE NORTH 19°06'35"  
 WEST, 14.82 FEET; THENCE NORTH 78°57'35" WEST, 70.56 FEET; THENCE NORTH  
 42°58'00" WEST, 28.98 FEET; THENCE SOUTH 06°33'53" WEST, 52.81 FEET; THENCE  
 SOUTH 71°42'01" WEST, 26.51 FEET; THENCE NORTH 15°43'31" WEST, 23.17 FEET;  
 THENCE NORTH 40°25'01" WEST, 65.08 FEET; THENCE SOUTH 73°28'21" WEST, 15.83  
 FEET; THENCE NORTH 32°28'28" WEST, 41.39 FEET; THENCE NORTH 69°33'19" EAST,  
 44.98 FEET; THENCE SOUTH 86°36'52" EAST, 33.55 FEET; THENCE NORTH 41°37'55"

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WEST, 22.06 FEET; THENCE NORTH 17°26'07" EAST, 74.06 FEET; THENCE NORTH 29°22'30" WEST, 57.88 FEET; THENCE NORTH 47°41'17" EAST, 36.41 FEET; THENCE NORTH 21°56'39" WEST, 47.31 FEET; THENCE NORTH 37°55'27" EAST, 30.62 FEET; THENCE NORTH 02°36'25" WEST, 42.30 FEET; THENCE NORTH 30°32'20" EAST, 29.47 FEET; THENCE NORTH 17°33'20" WEST, 46.23 FEET; THENCE NORTH 41°48'00" WEST, 24.71 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 257.00 FEET, AN ARC DISTANCE OF 63.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°22'06" EAST, 63.76 FEET; THENCE NORTH 65°40'47" EAST, 20.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 268.00 FEET, AN ARC DISTANCE OF 275.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°52'43" EAST, 263.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°26'14" EAST, 91.37 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 457.00 FEET, AN ARC DISTANCE OF 228.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°46'12" EAST, 226.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°06'10" EAST, 10.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 343.00 FEET, AN ARC DISTANCE OF 74.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°53'14" EAST, 74.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 23.92 ACRES MORE OR LESS.

CONTAINING A NET ACREAGE OF 255.42 ACRES, MORE OR LESS.

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**Schedule 2**

A PORTION OF SECTIONS 3, 4, 9, 10, AND 16, TOGETHER WITH A PORTION OF SECTION 46, THE JOSEPH PEAVETT GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 89°12'49" WEST, 739.26 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 89°12'49" WEST, 1954.13 FEET; COURSE NO. 3: SOUTH 89°55'22" WEST, 1349.80 FEET, TO THE EASTERLY LINE OF GOVERNMENT LOT 7 OF SECTION 16; THENCE SOUTH 01°18'02" WEST, ALONG SAID EASTERLY LINE, 12.69 FEET; THENCE SOUTH 89°00'03" WEST, 589.15 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 (STATE ROAD NO. 9), A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2408 AND SECTION NO. 78080-2440, AND THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11309.16 FEET, AN ARC DISTANCE OF 401.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°58'05" EAST, 401.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°59'10" EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 1555.10 FEET; THENCE NORTH 79°20'20" EAST, 62.63 FEET; THENCE NORTH 77°56'56" EAST, 51.22 FEET; THENCE SOUTH 62°50'27" EAST, 47.11 FEET; THENCE NORTH 65°43'22" EAST, 44.96 FEET; THENCE NORTH 86°06'20" EAST, 52.89 FEET; THENCE NORTH 86°31'26" EAST, 38.55 FEET; THENCE SOUTH 85°17'12" EAST, 32.46 FEET; THENCE SOUTH 77°48'55" EAST, 12.74 FEET; THENCE NORTH 39°58'59" EAST, 39.77 FEET; THENCE SOUTH 82°26'05" EAST, 69.37 FEET; THENCE NORTH 79°07'38" EAST, 32.72 FEET; THENCE NORTH 57°54'51" EAST, 24.64 FEET; THENCE SOUTH 82°53'03" EAST, 14.58 FEET; THENCE NORTH 57°54'51" EAST, 3.37 FEET; THENCE NORTH 88°35'49" EAST, 68.30 FEET; THENCE NORTH 88°35'49" EAST, 37.20 FEET; THENCE NORTH 72°36'34" EAST, 33.79 FEET; THENCE NORTH 69°53'04" EAST, 52.32 FEET; THENCE NORTH 41°02'29" EAST, 68.11 FEET; THENCE NORTH 06°14'05" EAST, 2.48 FEET; THENCE NORTH 47°35'28" EAST, 39.82 FEET; THENCE NORTH 28°32'19" EAST, 92.90 FEET; THENCE NORTH 45°37'34" EAST, 51.88 FEET; THENCE NORTH 21°15'35" EAST, 34.41 FEET; THENCE NORTH 72°30'16" EAST, 94.40 FEET; THENCE NORTH 84°37'18" EAST, 55.45 FEET; THENCE NORTH 68°00'37" EAST, 52.87 FEET; THENCE SOUTH 20°39'58" EAST, 25.01 FEET; THENCE NORTH 32°33'09" EAST, 55.77 FEET; THENCE NORTH 89°43'31" EAST, 70.15 FEET; THENCE NORTH 40°40'25" WEST, 24.69 FEET; THENCE NORTH 38°17'02" EAST, 42.48 FEET; THENCE NORTH 80°53'15" EAST, 49.83 FEET; THENCE NORTH

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61°06'34" EAST, 44.32 FEET; THENCE NORTH 67°18'44" EAST, 65.54  
 FEET; THENCE NORTH 71°21'24" EAST, 42.87 FEET; THENCE NORTH  
 69°47'17" EAST, 40.58 FEET; THENCE NORTH 68°06'57" EAST, 30.25  
 FEET; THENCE NORTH 06°08'28" EAST, 58.77 FEET; THENCE SOUTH  
 66°38'00" EAST, 76.99 FEET; THENCE NORTH 51°16'22" EAST, 26.68  
 FEET; THENCE NORTH 58°45'27" EAST, 6.51 FEET; THENCE NORTH  
 66°14'32" EAST, 83.87 FEET; THENCE SOUTH 62°50'14" EAST, 56.91  
 FEET; THENCE NORTH 48°28'56" EAST, 39.80 FEET; THENCE SOUTH  
 67°41'34" EAST, 67.68 FEET; THENCE SOUTH 70°43'56" EAST, 28.02  
 FEET; THENCE SOUTH 59°40'37" EAST, 21.77 FEET; THENCE SOUTH  
 77°37'26" EAST, 9.56 FEET; THENCE NORTH 73°27'02" EAST, 28.67  
 FEET; THENCE NORTH 72°08'28" EAST, 26.66 FEET; THENCE NORTH  
 53°39'19" EAST, 54.21 FEET; THENCE SOUTH 86°28'28" EAST, 63.28  
 FEET; THENCE NORTH 66°34'58" EAST, 43.48 FEET; THENCE NORTH  
 77°58'54" EAST, 37.12 FEET; THENCE NORTH 08°14'02" WEST, 38.50  
 FEET; THENCE NORTH 33°14'22" EAST, 68.89 FEET; THENCE NORTH  
 43°23'18" EAST, 64.04 FEET; THENCE NORTH 88°48'54" EAST, 67.90  
 FEET; THENCE NORTH 85°00'25" EAST, 22.94 FEET; THENCE NORTH  
 33°28'28" EAST, 47.43 FEET; THENCE NORTH 56°34'52" EAST, 38.72  
 FEET; THENCE NORTH 21°37'12" EAST, 36.84 FEET; THENCE NORTH  
 27°08'05" EAST, 32.18 FEET; THENCE NORTH 30°45'48" EAST, 41.67  
 FEET; THENCE NORTH 64°34'26" EAST, 36.71 FEET; THENCE NORTH  
 49°34'01" EAST, 21.80 FEET; THENCE NORTH 74°43'50" EAST, 14.72  
 FEET; THENCE NORTH 14°45'48" EAST, 13.77 FEET; THENCE NORTH  
 66°33'57" EAST, 106.93 FEET; THENCE NORTH 31°48'51" EAST, 59.09  
 FEET; THENCE NORTH 34°01'01" EAST, 44.89 FEET; THENCE NORTH  
 05°46'24" EAST, 83.20 FEET; THENCE NORTH 19°46'26" EAST, 71.84  
 FEET; THENCE NORTH 50°24'21" EAST, 61.21 FEET; THENCE NORTH  
 19°38'22" EAST, 62.69 FEET; THENCE NORTH 37°57'02" EAST, 37.75  
 FEET; THENCE NORTH 83°39'12" EAST, 33.86 FEET; THENCE NORTH  
 88°27'15" EAST, 31.15 FEET TO THE POINT OF CURVATURE OF A CURVE  
 LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND  
 THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF  
 744.50 FEET, AN ARC DISTANCE OF 614.55 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°53'55"  
 EAST, 597.25 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE  
 LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND  
 THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF  
 855.50 FEET, AN ARC DISTANCE OF 243.17 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°23'39"  
 EAST, 242.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY;  
 THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE,  
 CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC  
 DISTANCE OF 111.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 26°26'48" EAST, 111.48 FEET, TO  
 THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY,  
 ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY,

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HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 5.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°55'46" WEST, 5.73 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 744.50 FEET, AN ARC DISTANCE OF 200.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°56'54" WEST, 199.43 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.50 FEET, AN ARC DISTANCE OF 678.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°58'39" WEST, 661.01 FEET; THENCE SOUTH 89°26'45" WEST, 25.40 FEET; THENCE NORTH 09°35'55" EAST, 42.83 FEET; THENCE NORTH 15°45'29" EAST, 69.01 FEET; THENCE NORTH 18°30'16" EAST, 79.10 FEET; THENCE NORTH 06°24'43" EAST, 39.38 FEET; THENCE NORTH 08°46'10" EAST, 104.43 FEET; THENCE NORTH 05°57'07" EAST, 87.94 FEET; THENCE NORTH 25°36'38" EAST, 93.25 FEET; THENCE NORTH 14°15'47" EAST, 88.73 FEET; THENCE NORTH 41°28'38" EAST, 56.95 FEET; THENCE NORTH 27°18'05" WEST, 224.73 FEET; THENCE SOUTH 68°22'10" WEST, 159.29 FEET; THENCE SOUTH 73°43'19" WEST, 93.19 FEET; THENCE SOUTH 86°08'36" WEST, 69.71 FEET; THENCE SOUTH 75°18'11" WEST, 85.09 FEET; THENCE SOUTH 37°12'29" WEST, 66.45 FEET; THENCE SOUTH 41°06'59" WEST, 54.99 FEET; THENCE SOUTH 12°13'05" WEST, 75.83 FEET; THENCE SOUTH 07°02'22" WEST, 58.31 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 58.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°58'46" WEST, 46.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 39°04'51" WEST, 23.32 FEET; THENCE NORTH 57°18'10" WEST, 43.52 FEET; THENCE NORTH 50°43'35" WEST, 10.59 FEET; THENCE NORTH 69°55'51" WEST, 20.26 FEET; THENCE NORTH 87°56'24" WEST, 27.31 FEET; THENCE SOUTH 39°30'10" WEST, 3.71 FEET; THENCE SOUTH 17°37'09" EAST, 31.28 FEET; THENCE SOUTH 18°45'29" WEST, 73.99 FEET; THENCE SOUTH 58°39'14" WEST, 92.99 FEET; THENCE NORTH 69°45'40" WEST, 38.90 FEET; THENCE SOUTH 68°04'25" WEST, 48.30 FEET; THENCE NORTH 24°27'23" WEST, 15.50 FEET; THENCE SOUTH 44°07'58" WEST, 19.27 FEET; THENCE SOUTH 57°11'44" WEST, 3.73 FEET; THENCE SOUTH 24°07'10" WEST, 19.95 FEET; THENCE SOUTH 73°25'40" WEST, 41.77 FEET; THENCE NORTH 77°06'15" WEST, 31.98 FEET; THENCE NORTH 69°41'18" WEST, 0.51 FEET; THENCE NORTH 86°36'13" WEST, 11.30 FEET; THENCE SOUTH 19°49'09" WEST, 21.71 FEET; THENCE NORTH 69°41'18" WEST, 20.19 FEET; THENCE SOUTH 86°31'41" WEST, 29.16 FEET; THENCE SOUTH 84°05'43" WEST, 33.41 FEET; THENCE SOUTH 56°37'20" WEST, 53.97 FEET; THENCE NORTH 72°19'57" WEST, 51.38

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FEET; THENCE NORTH 71°39'38" WEST, 16.37 FEET; THENCE SOUTH 84°44'21" WEST, 40.10 FEET; THENCE SOUTH 57°25'09" WEST, 46.12 FEET; THENCE SOUTH 71°56'02" WEST, 55.52 FEET; THENCE SOUTH 51°01'08" WEST, 50.85 FEET; THENCE SOUTH 53°56'09" WEST, 46.26 FEET; THENCE SOUTH 54°59'40" WEST, 51.18 FEET; THENCE SOUTH 77°12'41" WEST, 57.49 FEET; THENCE NORTH 85°39'43" WEST, 42.45 FEET; THENCE SOUTH 67°46'50" WEST, 36.40 FEET; THENCE SOUTH 61°13'30" WEST, 41.34 FEET; THENCE SOUTH 78°37'11" WEST, 37.42 FEET; THENCE SOUTH 22°27'42" WEST, 78.46 FEET; THENCE NORTH 78°31'47" WEST, 71.10 FEET; THENCE SOUTH 64°13'45" WEST, 27.98 FEET; THENCE SOUTH 69°37'16" WEST, 44.62 FEET; THENCE SOUTH 72°55'29" WEST, 59.43 FEET; THENCE NORTH 81°30'44" WEST, 63.35 FEET; THENCE SOUTH 58°49'10" WEST, 51.97 FEET; THENCE SOUTH 76°15'39" WEST, 39.88 FEET; THENCE SOUTH 65°59'32" WEST, 101.28 FEET; THENCE SOUTH 26°40'22" EAST, 82.71 FEET; THENCE SOUTH 60°19'27" WEST, 25.03 FEET; THENCE SOUTH 26°40'22" EAST, 41.30 FEET; THENCE SOUTH 24°49'20" WEST, 68.40 FEET; THENCE SOUTH 08°44'26" WEST, 44.33 FEET; THENCE SOUTH 12°10'41" WEST, 46.58 FEET; THENCE SOUTH 62°38'08" WEST, 59.39 FEET; THENCE SOUTH 19°38'37" WEST, 92.24 FEET; THENCE NORTH 73°58'24" WEST, 68.68 FEET; THENCE NORTH 67°11'26" WEST, 54.00 FEET; THENCE SOUTH 52°40'28" WEST, 44.97 FEET; THENCE NORTH 64°28'16" WEST, 36.34 FEET; THENCE SOUTH 51°16'32" WEST, 62.05 FEET; THENCE NORTH 87°34'53" WEST, 67.72 FEET; THENCE NORTH 89°09'12" WEST, 41.94 FEET; THENCE SOUTH 55°19'37" WEST, 67.07 FEET; THENCE SOUTH 81°13'38" WEST, 63.26 FEET; THENCE SOUTH 77°34'51" WEST, 39.18 FEET; THENCE SOUTH 59°41'40" WEST, 33.99 FEET; THENCE SOUTH 29°17'59" WEST, 21.49 FEET; THENCE SOUTH 16°29'14" WEST, 37.29 FEET; THENCE SOUTH 14°52'48" WEST, 30.27 FEET; THENCE NORTH 75°07'12" WEST, 32.28 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95; THENCE NORTH 03° 59' 10" EAST, ALONG AFORESAID EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95, A DISTANCE OF 1116.17 FEET; THENCE NORTH 63°02'45" EAST, 2200.27 FEET; THENCE NORTH 54°52'27" EAST, 2182.16 FEET; THENCE NORTH 68°14'55" EAST, 1486.00 FEET, TO THE SOUTHERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, ALSO BEING THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 60, PAGE 689, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°30'48" EAST, ALONG LAST SAID LINE, 505.72 FEET, TO THE SOUTHEASTERLY CORNER OF LAST SAID LANDS; THENCE NORTH 00°18'06" WEST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, 238.10 FEET; THENCE NORTH 58°10'03" EAST, 2181.20 FEET, TO THE SOUTHERLY LINE OF SAID LANDS OF OFFICIAL RECORDS BOOK 60, PAGE 689; THENCE NORTH 89°29'16" EAST, ALONG SAID SOUTHERLY LINE, 360.42 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF A FLORIDA EAST COAST RAILROAD, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA EAST COAST

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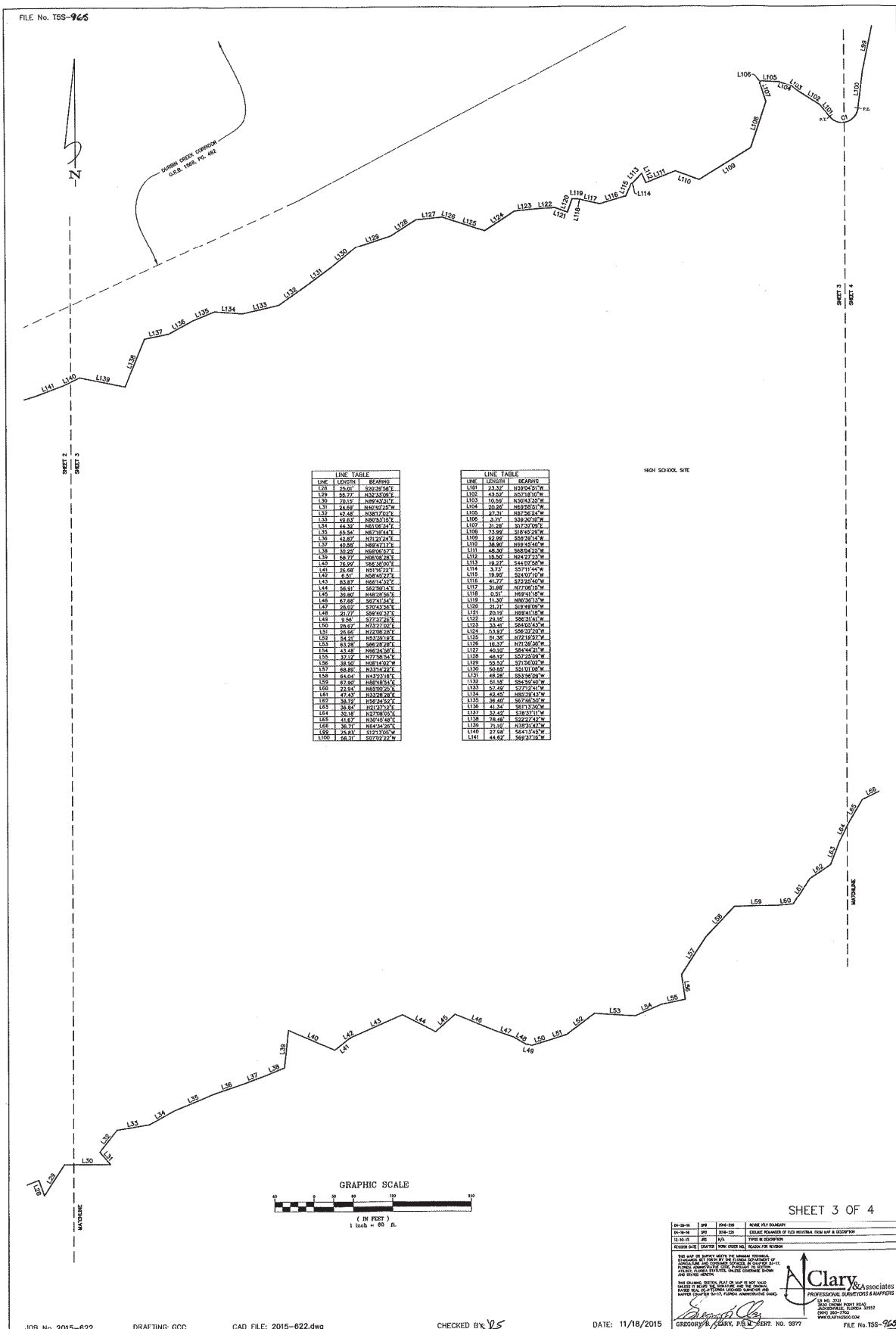
RAILWAY COMPANY RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927; THENCE SOUTH 41°00'19" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 471.39 FEET; THENCE SOUTH 67°44'11" WEST, 317.73 FEET; THENCE SOUTH 58°04'39" WEST, 748.83 FEET; THENCE SOUTH 22°29'12" EAST, 1586.21 FEET; THENCE SOUTH 29°37'14" EAST, 1863.62 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 RE-ALIGNMENT, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 78020; THENCE SOUTH 51°03'21" WEST, ALONG LAST SAID LINE, 132.65 FEET; THENCE SOUTH 38°56'39" EAST, ALONG LAST SAID LINE, 44.93 FEET, TO AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A VARIABLE WIDTH RIGHT OF WAY, PER ST. JOHNS COUNTY RIGHT OF WAY MAP, DATED AUGUST 15, 2002; THENCE SOUTH 51°03'23" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 6500.92 FEET, TO THE POINT OF BEGINNING.

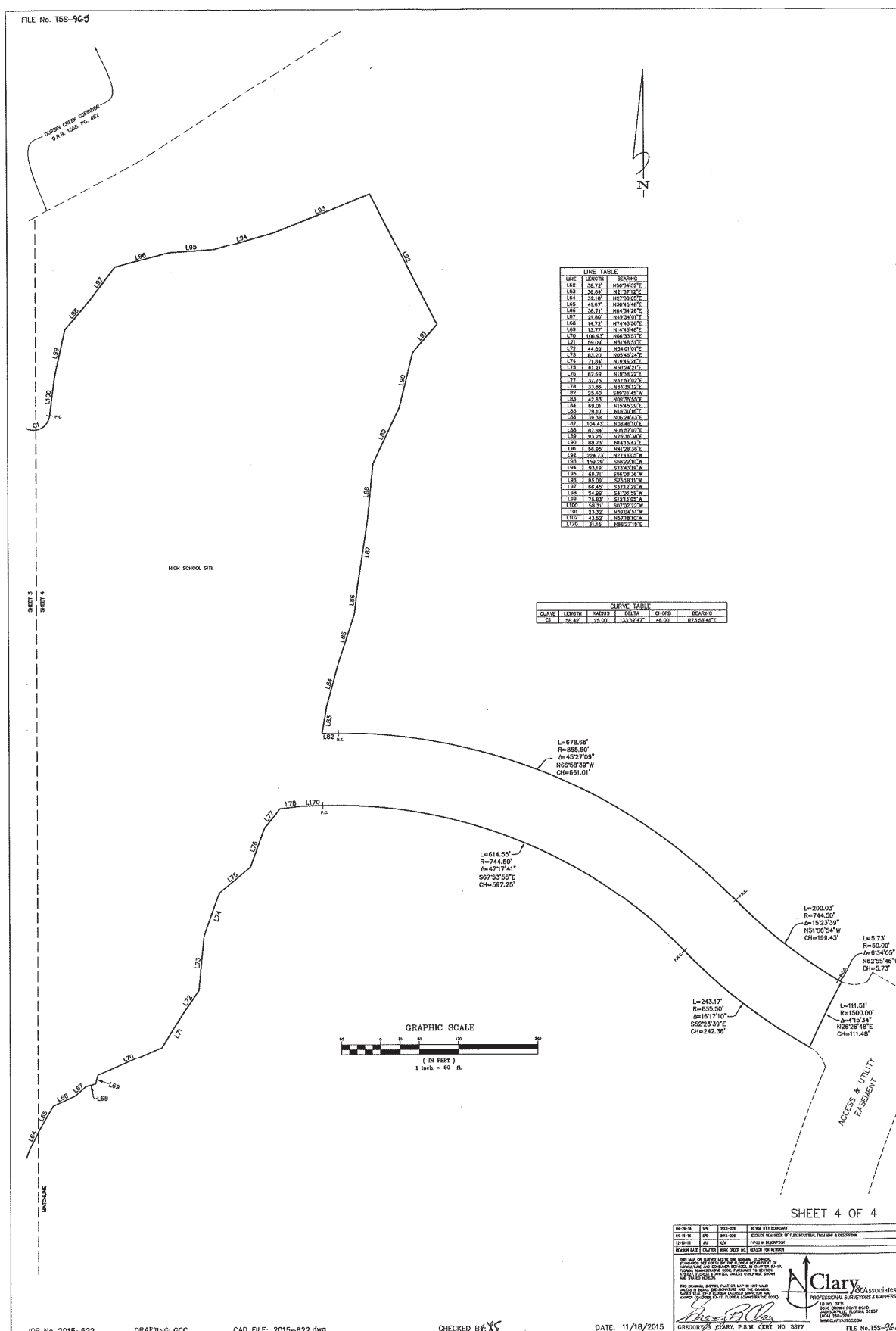
CONTAINING 892.39 ACRES, MORE OR LESS.

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Schedule 3

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**beachwalk**  
OVERALL SITE PLAN  
ST. JOHNS COUNTY, FL

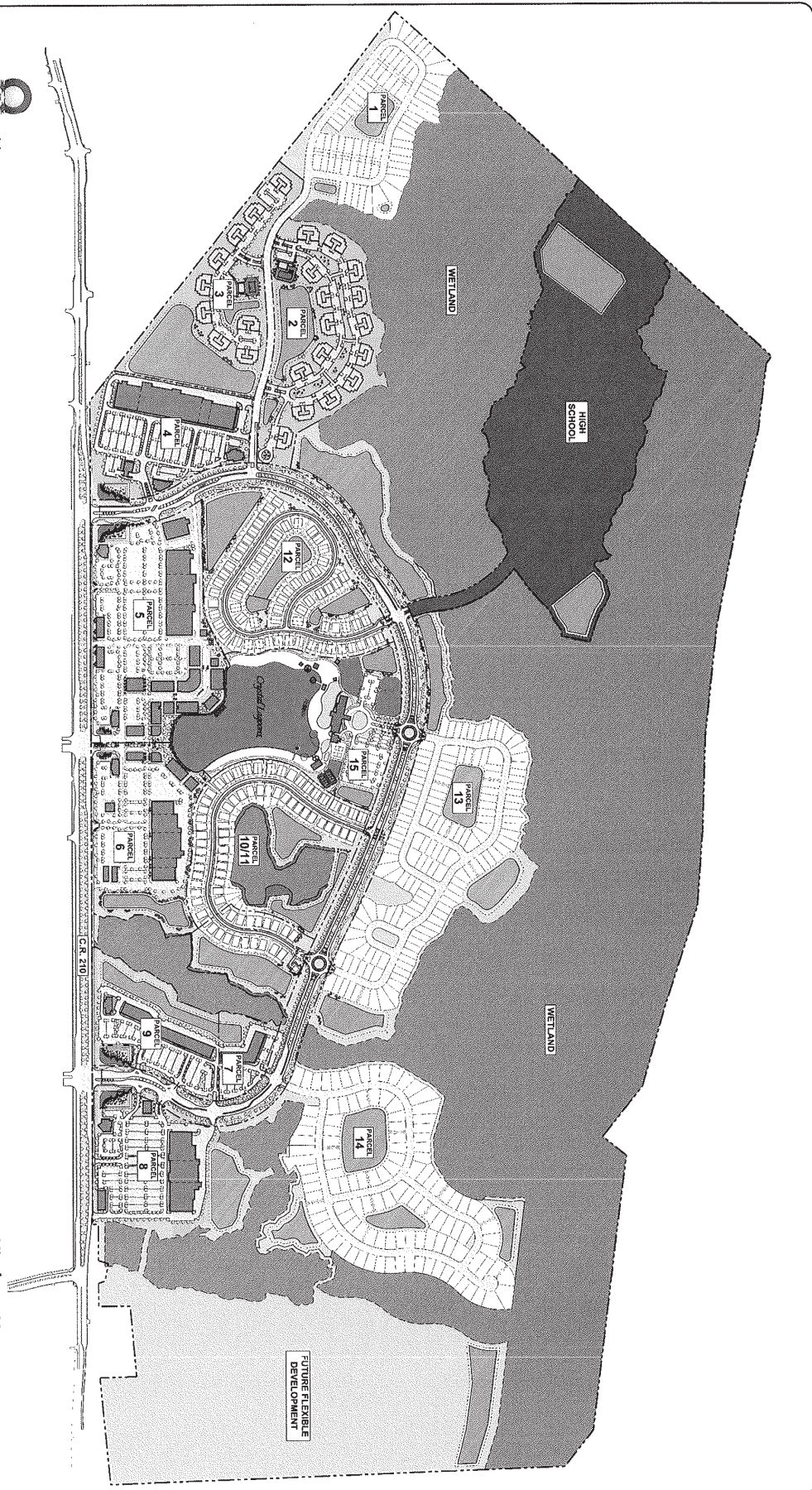


EXHIBIT "C"

ARTICLES

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49158/0001

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May 18, 2016

FLORIDA DEPARTMENT OF STATE

Division of Corporations

TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS'  
ONE TOWN CENTER, SUITE 600  
BOCA RATON, FL 33486

The Articles of Incorporation for TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC. were filed on May 16, 2016, and assigned document number N16000004913. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H16000121028.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

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

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,  
Sylvia Gilbert  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 916A00010550

P.O BOX 6327 - Tallahassee, Florida 32314

Fax Audit Number: H16000121028 3

**ARTICLES OF INCORPORATION FOR  
TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS'  
ASSOCIATION, INC.  
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the corporation shall be the Twin Creeks Recreational Lake Facility Property Owners' Association, Inc., a Florida corporation not for profit (the "Association").

**ARTICLE II - DEFINITIONS**

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility (the "Declaration") recorded, or to be recorded, among the Public Records of St. Johns County, Florida by TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the "Declarant") and joined in by TWIN CREEKS VENTURES LLC, a Florida limited liability company ("TCV"). Such defined terms shall have the same meaning or definition used herein as the meaning or definition ascribed thereto in the Declaration.

**ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of the corporation shall be One Town Center Road, Suite 600, Boca Raton, Florida 33486.

**ARTICLE IV - PURPOSE(S)**

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To own and maintain, repair and replace the Recreational Lake Facility owned by the Association and the improvements thereto on and/or benefiting said Association and its Members, for which the obligation to maintain and repair has been delegated.

Section 2. To enforce covenants and restrictions related to the Recreational Lake Facility in a manner consistent with the requirements of the St. Johns River Water Management District permit no. 99121-12 (the "Permit") and applicable St. Johns River Water Management rules, and perform any obligations related to the Permit.

Section 3. To operate without profit for the benefit of its Members.

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Section 4. To perform those functions granted to or reserved by the Association in the Declaration.

#### ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in the Declaration.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To affix Assessments to be levied against Parcels and Neighborhoods within the Property and the costs of effectuating the objectives and purposes of the Association, and to create reasonable reserves for such expenditures when approved by the Members, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such Assessments.

Section 5. The Association shall levy and collect adequate Assessments against Members of the Association for the costs, of any maintenance and operation of the Recreational Lake Facility.

Section 6. To pay taxes and other charges, if any, on or against the Association property and the Recreational Lake Facility.

Section 7. To have all express powers conferred upon the Association by the Declaration, Chapter 617, except as prohibited herein.

Section 8. To engage in activities which will actively foster, promote and advance the common interests of all Members, including contracting for services for the operation, maintenance, and management to be provided to the Association.

Section 9. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Members.

Section 10. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

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Section 11. To sue and be sued.

Section 12. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 13. To operate and maintain the Recreational Lake Facility, including without limitation, in compliance with the requirements of the Permit, and to contract for services to provide for such operation and maintenance.

Section 14. To mortgage or convey the Recreational Lake Facility with the required vote of the Voting Representatives as set forth in the Declaration.

#### ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

#### ARTICLE VII - MEMBERS

Section 1. Every Parcel Owner or Neighborhood Association within the Property shall be a Member of the Association and subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from any Parcel or Neighborhood which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be those Members defined in Article VII with the exception of the Declarant until the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot within such Members' Neighborhood or one (1) one vote for each approved residential dwelling unit within a Parcel. The votes for any such Member may be divided and exercised as the Neighborhood Association or Parcel Owner may determine, but in no event shall more than the allocated number of votes be cast with respect to any Member. Notwithstanding the contrary, the votes cast by the Voting Representative either at a duly noticed meeting or by written consent in lieu of a meeting shall be deemed by the Association to be representative of the Parcel Owners' or the Neighborhood Associations' elected voting in accordance with the Neighborhood Declaration and the Association shall have no obligation to verify the allocation of votes with any party other than the Voting Representative.

Class B. The Class B Member shall be the Declarant and its successors and assigns. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

- (a) three (3) months after ninety (90%) percent of all Parcels and all Lots

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approved for construction of a dwelling unit within the Property have been conveyed to third-party purchasers other than Builders;

(b) thirty (30) days after Declarant elects to terminate the Class B Membership in the manner provided in the Bylaws; or

(c) as otherwise required by Florida law.

Until the expiration of the Class B Membership, the Declarant shall have the right to appoint the entire Board of Directors. Upon the expiration of the Class B Membership, the Voting Representative of each Neighborhood Association or Parcel shall automatically become the appointed Directors of the Board. The Voting Representative shall cast all votes allocated to each Parcel or Neighborhood and after the Turnover Date shall also represent its Parcel or Neighborhood Association on the Board of Directors.

#### ARTICLE VIII - DIRECTORS

Section 1. The Initial Board of Directors of the Association shall be comprised of at least three (3) directors appointed by the Declarant. The members of the Board of Directors (each a "Director") and their street addresses are:

John T. Kinsey	One Town Center Road, Suite 600 Boca Raton, Florida 33486
Robert Furlong	10752 Deerwood Park Blvd. South Suite 100 Jacksonville, FL 32256
Bryan Kinsey	One Town Center Road, Suite 600 Boca Raton, Florida 33486

As long as Declarant or its designated successor or assigns maintains the Class B Membership, the Declarant shall have the right to appoint the entire Board of Directors and Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office only by the Declarant, thereafter, a successor Director may be appointed at any time by the Declarant.

Section 2. Upon the termination of the Class B Membership, the number of Directors shall be automatically increased to the number of Parcels and/or Neighborhoods within the Property and each Parcel Owner and/or Neighborhood Association Voting Representative shall automatically become a Director on the Board of Directors of the Association. In addition to the serving on the Board, the Voting Representative shall also continue to cast the votes of the Parcel or Neighborhood at all meetings of Members of the Association. The term of office of the Voting Representative acting as a Director shall be established for a term of one (1) year;

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provided, however, the Voting Representative may be removed or replaced with or without cause by the appointing Parcel Owner or Neighborhood Association, in its sole discretion. Each year thereafter, as many Directors shall be appointed, as the case may be, as there are Parcels or Neighborhoods within the Property, with each Parcel or Neighborhood having one Director on the Board of Directors.

#### ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	John T. Kinsey One Town Center Road, Suite 600 Boca Raton, Florida 33486
Vice President:	Robert Furlong 10752 Deerwood Park Blvd. South Suite 100 Jacksonville, FL 32256
Secretary and Treasurer:	Bryan Kinsey One Town Center Road, Suite 600 Boca Raton, Florida 33486

#### ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Association's initial registered office is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and the name of the initial Registered Agent at such address is TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC.

#### ARTICLE XI - CORPORATE EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence.

#### ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

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**ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS**

Section 1. So long as there is a Class B Membership, and subject to such limitations as provided by law, Declarant reserves the right to amend these Articles without the consent of the Members. Such amendments shall not require the consent of any mortgage lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms of these Articles may be amended by the vote of the Voting Representatives, at a duly noticed meeting at which a quorum has been attained, called for the purpose of voting on the amendment, casting affirmative votes equal to not less than two-thirds (2/3rds) of the votes of the Membership represented at such meeting. Notwithstanding the foregoing, for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Section 2. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

**ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

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(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and Officers appointed by the Class B Member, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

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#### ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XVII – CONFLICTS

In the event of conflicts between the Declaration, Articles and Bylaws, the Declaration controls over these Articles and these Articles control over the Bylaws.

#### ARTICLE XVIII – INCORPORATOR

Name: TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC

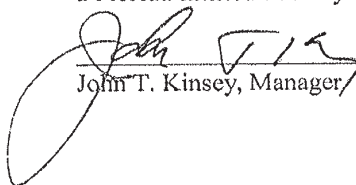
Address: One Town Center Road, Suite 600, Boca Raton, Florida 33486.

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IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 13<sup>th</sup> day of May, 2016.

INCORPORATOR:

Twin Creeks Development Associates, LLC,  
a Florida limited liability company

  
John T. Kinsey, Manager

STATE OF FLORIDA  
COUNTY OF Palm Beach

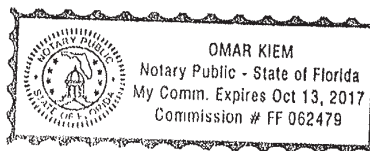
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2016, by John T. Kinsey as Manager of Twin Creeks Development Associates, LLC who is personally known to me or who has produced a Florida driver's license as identification.

  
Notary Public

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

Serial Number: \_\_\_\_\_

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



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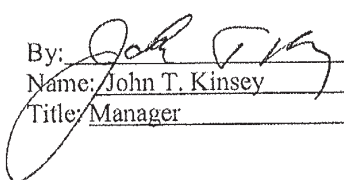
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**REGISTERED AGENT**

The undersigned hereby accepts appointment as Registered Agent of Twin Creeks Recreational Lake Facility Property Owners' Association, Inc. this 13<sup>th</sup> day of May, 2016.

Twin Creeks Development Associates, LLC,  
a Florida limited liability company

By:   
Name: John T. Kinsey  
Title: Manager

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EXHIBIT "D"

BYLAWS

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**BYLAWS OF TWIN CREEKS  
RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC.**

A corporation not-for-profit organized  
under the laws of the State of Florida

1. Identity. These are the Bylaws of TWIN CREEKS RECREATIONAL LAKE FACILITY PROPERTY OWNERS' ASSOCIATION, INC., (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering the operation, maintenance and upkeep of the land, improvements and facilities defined as the Recreational Lake Facility in the Declaration, which are located within Twin Creeks in St. Johns County, Florida.

1.1 Principal Office. The principal office of the Association shall be at One Town Center Road, Suite 600, Boca Raton, Florida 33486, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The members of the Association shall be as specified in the Declaration and Articles.

3.1 Annual Meeting. The annual meeting of the Members shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

3.2 Special Meeting. Special meetings of the Members shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted by the Association at a conspicuous place within the Recreational Lake Facility and by each Member within its own Neighborhood or Parcel. The notice of the annual meeting shall be hand delivered or sent by mail to each Member, unless the Member waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 4 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of annual or special meetings of the Members may be waived before or after the meeting. The attendance of any Member (or the Voting Representative authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Voting Representatives entitled to cast a majority of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

### 3.5 Voting.

(a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Members, including Declarant after the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot within such Member's Neighborhood or one (1) one vote for each approved residential dwelling unit within a Parcel. The votes for any such Member may be divided and exercised as the Neighborhood Association or Parcel Owner may determine, but in no event shall more than the allocated number of votes be cast with respect to any Member. Notwithstanding the contrary, the votes cast by the Voting Representative either at a duly noticed meeting or by written consent in lieu of a meeting shall be deemed by the Association to be representative of the Parcel Owners' or the Neighborhood Associations' elected voting in accordance with the Neighborhood Declaration and the Association shall have no obligation to verify the allocation of votes with any party other than the Voting Representative.

Class B. The Class B Member shall be Declarant and its successors and assigns. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

(i) three (3) months after ninety percent (90%) of all Parcels and all Lots approved for construction of a dwelling unit within the Property have been conveyed to third party purchasers other than Builders; or

(ii) thirty (30) days after the Declarant elects to terminate the Class B Membership by resignation of a majority Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member; or

(iii) as otherwise required by applicable law.

Until the expiration of the Class B Membership, the Declarant shall have the right to appoint the entire Board of Directors. Upon the expiration of the Class B Membership, the Voting Representative of each Neighborhood Association or Parcel shall automatically become the appointed Directors of the Board. The Voting Representative shall cast all votes allocated to each Parcel or Neighborhood in addition to representing its Parcel or Neighborhood Association on the Board of Directors.

(b) Voting Representative. The right to cast the votes of each Parcel Owner or Neighborhood Association shall be vested in a single person appointed by the Parcel Owner or Neighborhood Association and designated in writing to the Association (the "Voting Representative") prior to the date of the annual meeting each year. The appointment of the Voting Representative shall stand until the date of the next annual meeting, unless the Voting Representative is removed by the Parcel Owner or Neighborhood Association with or without cause and replaced with a new Voting Representative. If any Neighborhood Association fails to appoint a Voting Representative, the President of such Neighborhood Association shall automatically be deemed the Voting Representative until such appointment is made. If a Parcel Owner fails to appoint a Voting Representative, the entity's President, manager, partner or its equivalent position which has the authority to bind such entity shall be deemed the Voting Representative until such appointment is made. Prior to the Turnover Date only, an individual shall be permitted to serve as the Voting Representative on behalf of one or more Parcels or Neighborhoods. Each Voting Representative shall have the number of votes allocated to its Parcel or Neighborhood in accordance with the Declaration as to votes on which a Membership vote is required. Each Voting Representative shall have one vote as to matters which a vote of the Board of Directors is required.

(c) Majority Vote. The acts approved by a majority of the votes of the Members represented through their Voting Representatives present in person or by proxy at a meeting at which a quorum shall have been attained, shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, (i) the terms "majority of the Members"

shall mean a majority of the Voting Representatives of the Members; and (ii) any references to the “votes of the Members” or to the “votes of the Membership” shall mean the percentage of the votes of the Members and not of the Members themselves.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened 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 shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the Voting Representative (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Lot Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an annual meeting or a special meeting of the Members to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given as required hereunder. If any proposed meeting cannot be organized because a quorum has not been attained, the Voting Representatives who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual meetings of the Members, and, if applicable, at other meetings of the Members, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of Officers;
- (f) Reports of committees;
- (g) Determination of number of Directors;
- (h) Appointment of Directors;
- (i) Unfinished business;

- (j) New business;
- (k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives, Voting Representatives and/or Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the Voting Representatives having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of the Voting Representatives entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Voting Representatives having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of signatures to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other Officer or agent of the Association.

A written consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Voting Representatives consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Voting Representatives who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Recording. Any Member may tape record or videotape meetings of the Members. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Members.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than one director for each Parcel Owner and Neighborhood Association within the Property, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time.

4.2 Appointment of Directors. At least fifteen (15) days prior to the annual meeting of the Members, each Parcel Owner or Neighborhood Association shall elect or appoint within its Parcel or Neighborhood its Voting Representative for the next year. The Parcel Owner or Neighborhood Association shall provide the Association with a written certificate on or before the annual meeting so designating the Voting Representative for the next year. After the Turnover Date, the Voting Representative shall act as the Parcel Owner or Neighborhood Association Director on the Board of Directors. The Voting Representatives shall cast the votes allocated to the applicable Parcel or Neighborhood at any meeting of the Members.

4.3 Vacancies and Removal. After the Turnover Date, in the event of a vacancy on the Board due to (a) a Neighborhood Association failing to appoint a Voting Representative, then the President of such Neighborhood Association shall automatically be deemed the Voting Representative until such appointment is made; or (b) any Parcel Owner failing to appoint a Voting Representative, then the entity's President, manager, partner or its equivalent position which has the authority to bind such entity shall be deemed the Voting Representative until such appointment is made. A Voting Representative may be removed by its Parcel Owner or Neighborhood Association at any time with or without cause. Any Parcel Owner or Neighborhood Association electing to remove its Voting Representative shall provide a written certificate so stating the Voting Representative is being removed and naming a replacement Voting Representative. Notwithstanding the foregoing, no Voting Representative shall be removed and replaced within (five) 5 days of any duly noticed special or annual meeting. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

4.4 Board Meeting. All meetings of the Board must be open to all Lot Owners except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Recreational Lake Facility at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Recreational Lake Facility, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a meeting of the Board unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Notice of any meeting of the Board at which

Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Recreational Lake Facility or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting. In addition to the required form of notice as provided in this Section 4.4, an additional notice of any Board meetings may also be provided on any website for the Association. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. This subsection also applies to the meetings of any committees or other similar body.

4.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Except as set forth above with respect to meetings where a Special Assessment will be considered, regular meetings of the Board shall be open to all Lot Owners and notice of such meetings shall be posted conspicuously in the Recreational Lake Facility at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Lot Owners shall not be permitted to participate, and need not be recognized at any such meeting.

4.6 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Except as set forth above with respect to meetings where a Special Assessment will be considered, notice of special meetings shall be given personally by mail, telephone or telegraph to each Director, each of which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Lot Owners and notice of a special meeting shall be posted conspicuously in the Recreational Lake Facility at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Lot Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A quorum at meetings of the Board shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those Directors present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.9 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those Directors present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

UPON RECORDING RETURN TO:

Zelica M. Quigley, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY**

THIS FIRST AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY (the "Amendment") is made this 13 day of July, 2016, by Twin Creeks Development Associates, LLC, a Florida limited liability company ("Declarant").

**W I T N E S S E T H**

WHEREAS, Declarant executed that certain DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CREEKSIDE AT TWIN CREEKS RECREATIONAL LAKE FACILITY, which was recorded on July 7, 2016, in Official Records Book 4219, Page 1093 of the Public Records of St. Johns County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 5, so long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners and such amendments shall not require the consent of any mortgage lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Section 5 of Article I is hereby deleted in its entirety and replaced with the following:

"Section 5. "Builder" shall mean any person or entity that purchases more than one Lot within a Neighborhood for the purpose of constructing a residential dwelling thereon for sale to a third party purchaser, including without limitation Lennar Homes, LLC."

3. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

DECLARANT:

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC,  
a Florida limited liability company

Zelica M. Quigley  
Print Name: Zelica M. Quigley

John Barrett Kinsey  
Print Name: John Barrett Kinsey

By:

John T. Kinsey, Manager

STATE OF FLORIDA           )  
  ) ss  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 14 day of June, 2016, by John T. Kinsey, as Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company on behalf of the company. He is personally known to me and did not take an oath.

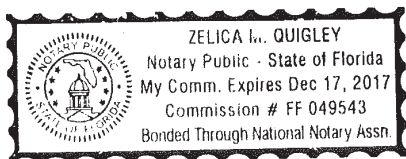
[NOTARIAL SEAL]

By:

Name:

Serial Number, if any:

My Commission Expires:



UPON RECORDING RETURN TO:

Zelica M. Quigley, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**SECOND AMENDMENT TO THE DECLARATION OF MAINTENANCE  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN  
CREEKS RECREATIONAL LAKE FACILITY**

THIS SECOND AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY (the “**Amendment**”) is made this 15 day of November, 2016, by Twin Creeks Development Associates, LLC, a Florida limited liability company (“**Declarant**”).

**WITNESSETH**

WHEREAS, Declarant executed that certain DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CREEKSIDE AT TWIN CREEKS RECREATIONAL LAKE FACILITY recorded in Official Records Book 4219, Page 1093 of the Public Records of St. Johns County, Florida, as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4223, Page 1498 of the Public Records of St. Johns County, Florida (collectively, the “**Declaration**”); and

WHEREAS, pursuant to Article X, Section 5 of the Declaration, so long as there is a Class B Membership, Declarant reserved the right to amend this Declaration without the consent of the Members and such amendments shall not require the consent of any mortgage lenders; and

WHEREAS, pursuant to Article II, Section 1 of the Declaration, Declarant reserved the right to release such portions of the Property from the legal description of the Property by an amendment to this Declaration executed solely by the Declarant;

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The following additional Sections are hereby added at the end of Article I of the Declaration:

Section 27. "Home" shall mean a single family residential dwelling constructed upon and including a Lot.

Section 28. "Institutional First Mortgage" shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 29. "Institutional First Mortgagee" shall mean a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Corporation or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

3. The real property described on Schedule 4 attached hereto (the **Release Parcel**) shall not be part of the Property and such Release Parcel is hereby released, discharged and exonerated from the Declaration. The Declaration is no longer enforceable in any manner as to, against or in connection with the Release Parcel, and the Release Parcel shall no longer be subject to the Declaration. The release of the Release Parcel from the Declaration shall not affect in any way the lien, operation or effect of the Declaration upon the remainder of the Property not released hereby and the Declaration shall remain in full force and effect as to the remaining Property not hereby expressly released.
4. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the date and year first above written.

Witnessed By:

DECLARANT:

**TWIN CREEKS DEVELOPMENT  
ASSOCIATES, LLC**, a Florida limited liability  
company

Zelma M. Quigley  
Print Name: Zelma M. Quigley

Bryan Kinsey  
Print Name: Bryan Kinsey

By: John T. Kinsey  
John T. Kinsey, Manager

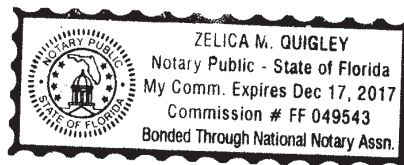
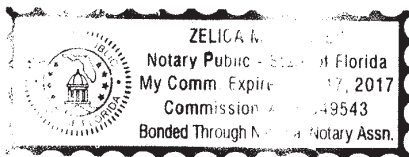
STATE OF FLORIDA \_\_\_\_\_ )  
 ) ss  
COUNTY OF PALM BEACH \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2016, by John T. Kinsey, as Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company on behalf of the company. He is personally known to me and did not take an oath.

By: Zelma M. Quigley  
Name: \_\_\_\_\_

[NOTARIAL SEAL]

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



Schedule 4WATERFALL WAY 9-14-16

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.33 FEET; THENCE NORTH 51°03'23" EAST, 659.94 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 38°56'37" WEST, 300.00 FEET; THENCE NORTH 51°03'23" EAST, 150.84 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, AN ARC DISTANCE OF 410.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°36'20" WEST, 406.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 975.00 FEET, AN ARC DISTANCE OF 523.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°56'23" WEST, 516.96 FEET; THENCE SOUTH 52°32'00" WEST, 352.85 FEET; THENCE NORTH 37°28'00" WEST, 120.00 FEET; THENCE NORTH 52°32'00" EAST, 42.89 FEET; THENCE NORTH 34°56'13" WEST, 862.47 FEET; THENCE NORTH 23°21'17" EAST, 1084.31 FEET; THENCE NORTH 48°02'40" EAST, 357.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 855.50 FEET, AN ARC DISTANCE OF 243.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°23'39" EAST, 242.36 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 111.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°26'48" EAST, 111.48 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 5.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°55'46" WEST, 5.73 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 744.50 FEET, AN ARC DISTANCE OF 200.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°56'54" WEST, 199.43 FEET; THENCE NORTH 31°07'03" EAST, 323.57 FEET; THENCE NORTH 48°03'35" EAST, 415.70

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FEET; THENCE NORTH 88°52'04" EAST, 122.35 FEET; THENCE NORTH 67°37'36" EAST, 123.69 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 76.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°35'52" EAST, 69.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°49'20" EAST, 63.74 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1522.17 FEET, AN ARC DISTANCE OF 80.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°10'40" EAST, 80.00 FEET; THENCE SOUTH 69°49'20" EAST, 32.07 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 1443.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°01'31" EAST, 1441.70 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 410.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°52'43" EAST, 410.51 FEET; THENCE NORTH 28°51'05" EAST, 20.30 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7385.55 FEET, AN ARC DISTANCE OF 80.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°52'06" EAST, 80.00 FEET; THENCE SOUTH 61°08'55" EAST, 20.31 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7353.00 FEET, AN ARC DISTANCE OF 133.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°56'13" EAST, 133.70 FEET; THENCE NORTH 17°35'02" WEST, 53.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 6.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°09'28" WEST, 6.95 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 187.00 FEET, AN ARC DISTANCE OF 95.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°24'27" WEST, 94.58 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 20.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°32'14" WEST, 19.97

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FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°01'06" WEST, 204.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 318.00 FEET, AN ARC DISTANCE OF 246.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°15'10" WEST, 240.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59°29'13" WEST, 74.44 FEET; THENCE NORTH 67°58'28" EAST, 381.58 FEET; THENCE SOUTH 43°32'38" EAST, 375.32 FEET; THENCE SOUTH 26°42'47" EAST, 370.50 FEET; THENCE NORTH 66°13'30" EAST, 111.40 FEET; THENCE NORTH 71°36'21" EAST, 27.26 FEET; THENCE NORTH 05°05'45" EAST, 29.69 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7445.00 FEET, AN ARC DISTANCE OF 6.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°35'12" EAST, 6.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 561.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°41'21" EAST, 544.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°03'36" EAST, 406.61 FEET; THENCE NORTH 70°48'04" EAST, 630.86 FEET; THENCE SOUTH 51°22'44" EAST, 362.28 FEET; THENCE SOUTH 51°03'23" WEST, 716.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 171.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°06'05" WEST, 156.95 FEET; THENCE SOUTH 63°56'56" WEST, 61.89 FEET; THENCE SOUTH 54°18'46" WEST, 91.94 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 437.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'53" EAST, 428.81 FEET; THENCE SOUTH 00°40'10" EAST, 40.31 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 415.50 FEET, AN ARC DISTANCE OF 215.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°31'57" EAST, 213.15 FEET; THENCE NORTH 51°03'23" EAST, 137.88 FEET; THENCE SOUTH 38°56'37" EAST, 300.00 FEET; THENCE SOUTH 51°03'23" WEST, 510.00 FEET; THENCE NORTH 38°56'37" WEST, 300.00 FEET; THENCE NORTH 51°03'23" EAST, 140.37 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 643.00 FEET, AN ARC DISTANCE OF 192.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD

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BEARING AND DISTANCE OF NORTH 23°17'49" WEST, 192.07 FEET;  
 THENCE NORTH 01°05'20" WEST, 50.59 FEET, TO THE ARC OF A CURVE  
 LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 633.00 FEET, AN  
 ARC DISTANCE OF 150.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 03°27'43" WEST, 149.68 FEET, TO  
 THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY;  
 THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE,  
 CONCAVE WESTERLY, HAVING A RADIUS OF 442.00 FEET, AN ARC  
 DISTANCE OF 170.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 07°45'05" WEST, 169.88 FEET;  
 THENCE NORTH 28°17'18" EAST, 10.84 FEET, TO THE ARC OF A CURVE  
 LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, AN  
 ARC DISTANCE OF 20.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 21°04'09" WEST, 20.41 FEET; THENCE  
 SOUTH 53°09'33" WEST, 75.00 FEET; THENCE NORTH 36°50'27" WEST,  
 90.00 FEET; THENCE SOUTH 53°09'33" WEST, 10.72 FEET; THENCE  
 NORTH 36°50'27" WEST, 50.00 FEET; THENCE NORTH 53°09'33" EAST,  
 99.16 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE  
 WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF  
 566.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND  
 DISTANCE OF NORTH 76°23'39" WEST, 529.57 FEET, TO THE POINT OF  
 REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY,  
 ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY,  
 HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 256.91 FEET,  
 SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF  
 SOUTH 68°31'48" WEST, 256.90 FEET; THENCE NORTH 39°11'49" WEST,  
 19.99 FEET; THENCE SOUTH 69°12'23" WEST, 25.15 FEET; THENCE  
 SOUTH 73°07'35" WEST, 55.25 FEET; THENCE SOUTH 61°02'07" WEST,  
 25.61 FEET; THENCE SOUTH 41°29'26" EAST, 9.11 FEET; THENCE SOUTH  
 10°17'39" WEST, 10.68 FEET, TO THE ARC OF A CURVE LEADING  
 WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID  
 CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN  
 ARC DISTANCE OF 400.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF SOUTH 71°52'07" WEST, 400.26 FEET;  
 THENCE SOUTH 28°54'38" WEST, 43.41 FEET; THENCE SOUTH 73°54'38"  
 WEST, 80.00 FEET; THENCE NORTH 61°05'22" WEST, 43.41 FEET, TO  
 THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND  
 AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS  
 OF 7600.00 FEET, AN ARC DISTANCE OF 401.20 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°57'21"  
 WEST, 401.15 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE  
 LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7400.00 FEET,  
 AN ARC DISTANCE OF 1400.48 FEET, SAID ARC BEING SUBTENDED BY A

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 49158/0001

CHORD BEARING AND DISTANCE OF SOUTH 72°02'47" WEST, 1398.40 FEET; THENCE SOUTH 20°14'17" WEST, 30.83 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1277.78 FEET, AN ARC DISTANCE OF 80.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°14'17" WEST, 80.00 FEET; THENCE NORTH 69°45'43" WEST, 30.25 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1300.00 FEET, AN ARC DISTANCE OF 1162.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°55'12" WEST, 1123.88 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 337.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°06'09" WEST, 336.33 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 775.00 FEET, AN ARC DISTANCE OF 827.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°42'14" EAST, 789.01 FEET; TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 775.00 FEET, AN ARC DISTANCE OF 273.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°54'18" EAST, 271.99 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 768.00 FEET, AN ARC DISTANCE OF 264.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°27'29" EAST, 262.90 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1007.00 FEET, AN ARC DISTANCE OF 531.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°11'56" EAST, 525.14 FEET; THENCE NORTH 51°03'23" EAST, 141.76 FEET; THENCE SOUTH 38°56'37" EAST, 300.00 FEET; THENCE SOUTH 51°03'22" WEST, 500.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 83.49 ACRES, MORE OR LESS.

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49158/0001

**UPON RECORDING RETURN TO:**

**Zelica M. Quigley, Esq.  
Broad and Cassel LLP  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434**

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**THIRD AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS  
RECREATIONAL LAKE FACILITY**

THIS THIRD AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY (the "**Amendment**") is made this 13 day of July, 2017, by Twin Creeks Development Associates, LLC, a Florida limited liability company ("**Declarant**").

**WITNESSETH**

WHEREAS, Declarant executed that certain DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CREEKSIDE AT TWIN CREEKS RECREATIONAL LAKE FACILITY recorded in Official Records Book 4219, Page 1093 of the Public Records of St. Johns County, Florida, as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4223, Page 1498 of the Public Records of St. Johns County, Florida and the Second Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4303, Page 1929 of the Public Records of St. Johns County, Florida (collectively, the "**Declaration**"); and

WHEREAS, pursuant to Article II, Sections 1 and 3 of the Declaration, Declarant reserved the right to release such portions of the Property not intended to be developed for residential use from the legal description of the Property by an amendment to this Declaration executed solely by the Declarant;

WHEREAS, pursuant to Article X, Section 5 of the Declaration, so long as there is a Class B Membership, Declarant reserved the right to amend this Declaration without the consent of the Members and such amendments shall not require the consent of any mortgage lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

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WHEREAS, Declarant desires to amend the Declaration to release a portion of the Property identified on Exhibit "B" to the Declaration which is not intended to be developed for residential use, and as more particularly set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The Land shall no longer include the property described on Schedule 2 to Exhibit "A" of the Declaration (the "**Released Land**"). Such Released Land is hereby released, discharged and exonerated from the Declaration. The Declaration is no longer enforceable in any manner as to, against or in connection with the Released Land and the Released Land shall no longer be subject to the Declaration. The release of the Released Land from the Declaration shall not affect in any way affect the operation or effect of the Declaration upon the remaining portion of the Land described on Exhibit "A" to the Declaration.
3. The Property shall no longer include the property specifically described on Exhibit "B-1" and Exhibit "B-2" attached hereto (collectively, the "**Released Property**"). Such Released Property is hereby released, discharged and exonerated from the Declaration. The Declaration is no longer enforceable in any manner as to, against or in connection with the Released Property and the Released Property shall no longer be subject to the Declaration. The release of the Released Property from the Declaration shall not affect in any way affect the lien, operation or effect of the Declaration upon the remaining portion of the Property described on Exhibit "B" to the Declaration.
4. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the date and year first above written.

Witnessed By:

DECLARANT:

**TWIN CREEKS DEVELOPMENT  
ASSOCIATES, LLC**, a Florida limited liability  
company

*John T. Kinsey*  
Print Name: *John T. Kinsey*  
*Zelica M. Quigley*  
Print Name: *Zelica M. Quigley*

By: *John T. Kinsey*  
John T. Kinsey, Manager

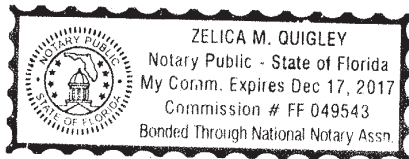
STATE OF FLORIDA

) ss

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of July, 2017, by John T. Kinsey, as Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company on behalf of the company. He is personally known to me and did not take an oath.

[NOTARIAL SEAL]



By: *Zelica M. Quigley*  
Name: *Zelica M. Quigley*  
Serial Number, if any: FF 049543  
My Commission Expires: 12/17/17

**EXHIBIT B-1****LAGOON PARCEL**

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 9 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 2349.81 FEET; THENCE NORTH 38°56'37" WEST, 856.98 FEET; THENCE SOUTH 51°03'28" WEST, 306.11 FEET; THENCE NORTH 38°56'37" WEST, 162.27 FEET; THENCE NORTH 24°33'26" EAST, 73.38 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 96.98 FEET, AN ARC DISTANCE OF 78.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48°07'57" WEST, 76.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 486.06 FEET, AN ARC DISTANCE OF 133.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°44'42" WEST, 133.48 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 223.34 FEET, AN ARC DISTANCE OF 96.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°02'15" WEST, 95.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 127.08 FEET, AN ARC DISTANCE OF 105.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°39'27" WEST, 102.49 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1216.58 FEET, AN ARC DISTANCE OF 106.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°22'30" WEST, 106.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 82.92 FEET, AN ARC DISTANCE OF 37.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°52'13" WEST, 37.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°52'04" WEST, 81.72 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF

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SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 127.13 FEET, AN ARC DISTANCE OF 308.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°51'53" EAST, 238.16 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 217.91 FEET, AN ARC DISTANCE OF 282.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°10'59" EAST, 263.37 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 56.25 FEET, AN ARC DISTANCE OF 104.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°32'42" EAST, 90.04 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 127.08 FEET, AN ARC DISTANCE OF 325.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°28'54" EAST, 243.42 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 663.98 FEET, AN ARC DISTANCE OF 434.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°56'31" EAST, 426.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 597.92 FEET, AN ARC DISTANCE OF 356.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°08'57" EAST, 351.02 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 96.50 FEET, AN ARC DISTANCE OF 110.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°27'13" EAST, 104.45 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 66.38 FEET, AN ARC DISTANCE OF 64.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°06'34" WEST, 61.91 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 37.53 FEET, AN ARC DISTANCE OF 23.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°04'25" WEST, 22.99 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 284.83 FEET, AN ARC DISTANCE OF 353.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°49'22" WEST, 331.48 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 19.35 FEET, AN ARC

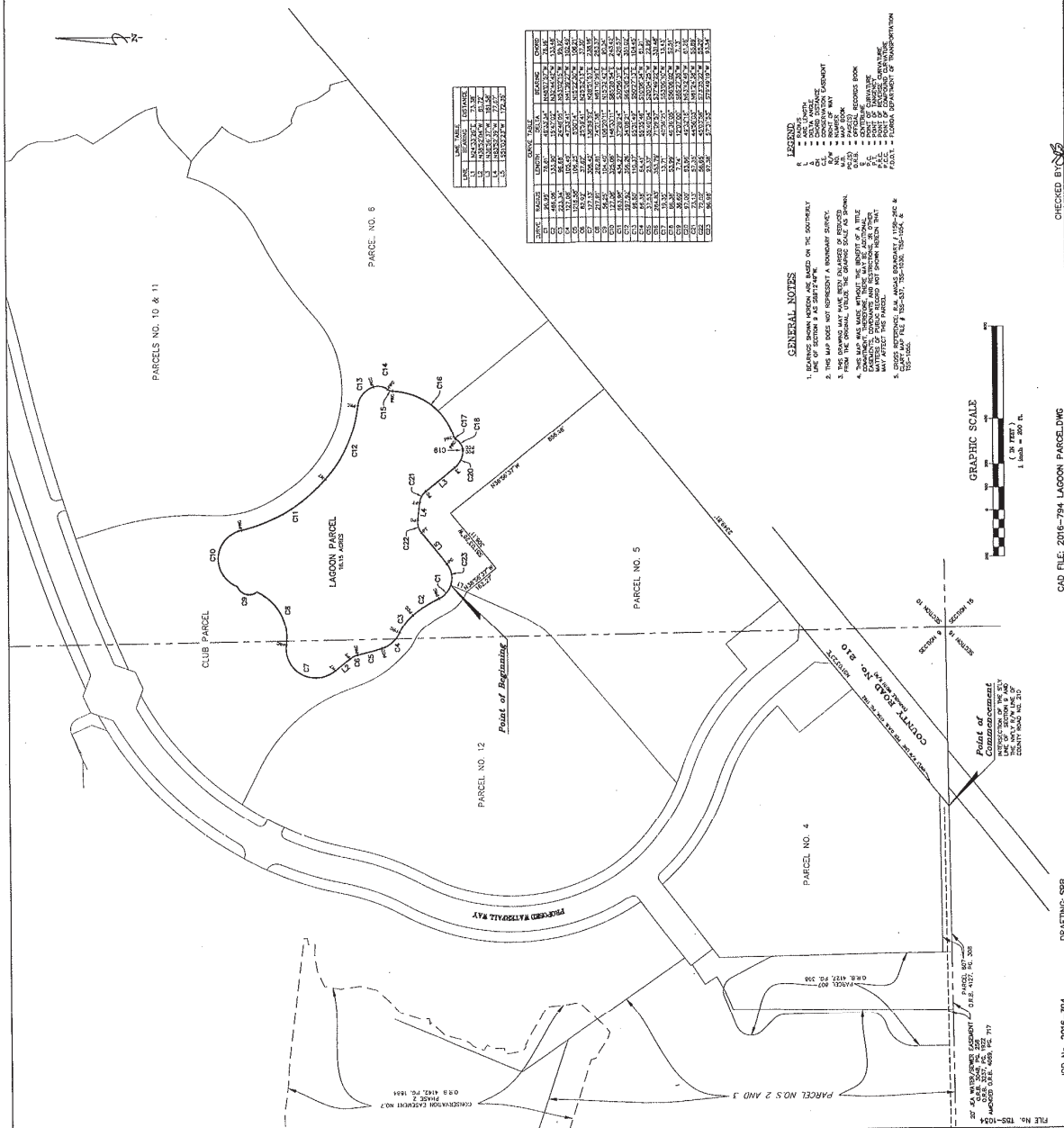
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DISTANCE OF 13.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°06'10" WEST, 13.43 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 66.38 FEET, AN ARC DISTANCE OF 53.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°06'02" WEST, 52.51 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 36.60 FEET, AN ARC DISTANCE OF 7.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°27'35" WEST, 7.73 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 97.00 FEET, AN ARC DISTANCE OF 83.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°42'46" WEST, 81.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°56'37" WEST, 161.58 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 73.13 FEET, AN ARC DISTANCE OF 57.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°24'38" WEST, 55.89 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°52'39" WEST, 77.67 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 72.02 FEET, AN ARC DISTANCE OF 56.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°35'22" WEST, 55.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°03'23" WEST, 172.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 96.98 FEET, AN ARC DISTANCE OF 97.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 79°49'19" WEST, 93.34 FEET, TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

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AGROON PARCEL

[illegible]

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N24°33'26"E	73.38
L2	N38°52'04"W	83.72
L3	N26°56'37"W	181.58
L4	N63°52'39"W	77.67
L5	S60°52'39"W	172.86

[illegible]

## GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF SECTION 9 AS 55°12'48"R.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UNLESS THE GRAPHIC SCALE IS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS. NO OTHER INTERESTS ARE INDICATED NOR SHOWN HEREON THAT MAY AFFECT THIS PARCEL.
5. GROSS REFERENCE: S.W. 43RD BOUNDARY 11500-26C & CLAYTON MAP T-135-337, 1350-1030, 1350-1054.

## LEGEND

- = RADUS
- = ARC LENGTH
- = ARC ANGLE
- = DELTA ANGLE
- = CHORD
- = CONCENTRATION
- = CONCENTRATION ELEMENT
- = POINT OF MEAN
- = NAME
- = MAP BOOK
- = PAGE(S)
- = OFFICIAL RECORDS BOOK
- = CENTRAL LINE
- = POINT OF CURVATURE
- = POINT OF TANGENCY
- = POINT OF BEGINNING CURVATURE
- = POINT OF COMPOUND CURVATURE
- = P.C.
- = D.O.T.
- = FLORIDA DEPARTMENT OF TRANSPORTATION

GRAPHIC SCALE  
( IN FEET )  
1 inch = 200 ft

**Point of Commencement**  
INTERSECTION OF THE S'LY  
LINE OF SECTION 9 AND  
THE N'LY R/W LINE OF  
COUNTY ROAD NO. 210

207 J.E. WATSON/SOMER EASEMENT  
O.R.B. 3048, PG. 256  
O.R.B. 3237, PG. 1922  
AMENDED O.R.B. 4059, PG. 717

JOB No. 2016-794

DRAFTING: SPB

CAD FILE: 2016--794 LAGOON PARCEL.DWG

CHECKED BY 203

DATE: 12-23-16

*Handwritten Signature*  
GREGORY P. CLARY, P. 304 CERT. NO. 3377

FILE No. TSS-1054

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**EXHIBIT B-2**

**CLUB PARCEL:**

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 9 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH  $51^{\circ}03'23''$  EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 2349.81 FEET; THENCE NORTH  $38^{\circ}56'37''$  WEST, 856.98 FEET; THENCE SOUTH  $51^{\circ}03'28''$  WEST, 306.11 FEET; THENCE NORTH  $38^{\circ}56'37''$  WEST, 162.27 FEET, TO THE POINT OF BEGINNING; THENCE NORTH  $24^{\circ}33'26''$  EAST, 73.38 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 96.98 FEET, AN ARC DISTANCE OF 78.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $48^{\circ}07'57''$  WEST, 76.66 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 486.06 FEET, AN ARC DISTANCE OF 133.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $32^{\circ}44'42''$  WEST, 133.48 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 223.34 FEET, AN ARC DISTANCE OF 96.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $53^{\circ}02'15''$  WEST, 95.92 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 127.08 FEET, AN ARC DISTANCE OF 105.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $41^{\circ}39'27''$  WEST, 102.49 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1216.58 FEET, AN ARC DISTANCE OF 106.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $15^{\circ}22'30''$  WEST, 106.21 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 82.92 FEET, AN ARC DISTANCE OF 37.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $25^{\circ}52'13''$  WEST, 37.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE;

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THENCE NORTH 38°52'04" WEST, 81.72 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 127.13 FEET, AN ARC DISTANCE OF 308.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°51'53" EAST, 238.16 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 217.91 FEET, AN ARC DISTANCE OF 282.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°10'59" EAST, 263.37 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 56.25 FEET, AN ARC DISTANCE OF 104.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°32'42" EAST, 90.04 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 127.08 FEET, AN ARC DISTANCE OF 325.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°28'54" EAST, 243.42 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 663.98 FEET, AN ARC DISTANCE OF 434.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°56'31" EAST, 426.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 597.92 FEET, AN ARC DISTANCE OF 356.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°08'57" EAST, 351.02 FEET; THENCE NORTH 06°46'53" EAST, 72.92 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 442.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°02'56" WEST, 429.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°52'44" WEST, 55.52 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 316.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°49'06" WEST, 310.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1245.00 FEET, AN ARC DISTANCE OF 461.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°22'15" WEST, 458.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'02" WEST, 126.12 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 609.88 FEET, SAID ARC BEING SUBTENDED BY

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A CHORD BEARING AND DISTANCE OF SOUTH 68°59'08" WEST, 609.70 FEET;  
 THENCE SOUTH 20°14'17" WEST, 4.75 FEET; THENCE SOUTH 07°07'32" EAST, 29.50  
 FEET; THENCE SOUTH 64°43'12" WEST, 95.00 FEET; THENCE NORTH 35°56'38" WEST,  
 20.36 FEET; THENCE NORTH 69°45'43" WEST, 16.90 FEET, TO THE ARC OF A CURVE  
 LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND  
 THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF  
 1300.00 FEET, AN ARC DISTANCE OF 650.83 FEET, SAID ARC BEING SUBTENDED BY  
 A CHORD BEARING AND DISTANCE OF SOUTH 48°11'20" WEST, 644.05 FEET;  
 THENCE SOUTH 62°38'17" EAST, 187.13 FEET, TO THE POINT OF CURVATURE OF A  
 CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND  
 AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A  
 RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 542.27 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°26'43" EAST,  
 528.81 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING  
 SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 485.00 FEET, AN  
 ARC DISTANCE OF 229.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF SOUTH 31°48'43" EAST, 227.42 FEET, TO THE POINT OF  
 TANGENCY OF SAID CURVE; THENCE SOUTH 45°22'16" EAST, 41.05 FEET, TO THE  
 POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE  
 SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 70.10  
 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF  
 SOUTH 55°24'44" EAST, 69.74 FEET, TO THE POINT OF REVERSE CURVATURE OF A  
 CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND  
 AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A  
 RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 64.26 FEET, SAID ARC BEING  
 SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°10'54" EAST,  
 63.77 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING  
 SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 405.00 FEET, AN  
 ARC DISTANCE OF 114.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF SOUTH 32°49'52" EAST, 113.83 FEET, TO THE POINT OF  
 REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE  
 SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF  
 120.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF SOUTH 45°05'52" EAST, 118.21 FEET, TO THE POINT OF TANGENCY OF SAID  
 CURVE; THENCE SOUTH 65°26'34" EAST, 10.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 19.07 ACRES, MORE OR LESS

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**UPON RECORDING RETURN TO:**

**Zelica M. Quigley, Esq.**  
**Broad and Cassel LLP**  
**7777 Glades Road, Suite 300**  
**Boca Raton, FL 33434**

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**FOURTH AMENDMENT TO THE DECLARATION OF MAINTENANCE  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN  
CREEKS RECREATIONAL LAKE FACILITY**

THIS FOURTH AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY (the "**Amendment**") is made as of October 4, 2017, by Twin Creeks Development Associates, LLC, a Florida limited liability company ("**Declarant**") with joinder by Twin Creeks Ventures LLC, a Florida limited liability company.

**W I T N E S S E T H**

WHEREAS, Declarant executed that certain Declaration of Maintenance Covenants, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4219, Page 1093 of the Public Records of St. Johns County, Florida, as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4223, Page 1498, the Second Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4303, Page 1929, and the Third Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4407, Page 1980, all of the Public Records of St. Johns County, Florida (collectively, the "**Declaration**"); and

WHEREAS, pursuant to Article II, Sections 1 and 3 of the Declaration, Declarant reserved the right to release such portions of the Property not intended to be developed for residential use from the legal description of the Property by an amendment to this Declaration executed solely by the Declarant;

WHEREAS, pursuant to **Exhibit "B"** of the Declaration, Declarant reserved the right to include the specific legal descriptions for the parcels identified on **Exhibit "B"** which are or will be developed for residential use, as such legal descriptions become available;

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

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WHEREAS, Declarant desires to amend the Declaration to include the specific legal descriptions for the parcels identified on Exhibit "B" which are or will be developed for residential use, and to release other portions of the Property, as more particularly set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Exhibit "B" to the Declaration is hereby replaced in its entirety with Exhibit "B-3" attached hereto. All references to Exhibit "B" in the Declaration shall be deemed to mean and refer to Exhibit "B-3" attached hereto.
3. The Property shall no longer include the portions of the property identified in the original Exhibit "B" to the Declaration other than the parcels specifically described on Exhibit "B-3" attached hereto which are or will be developed for residential use (all such property other than the parcels described on Exhibit "B-3" is collectively referred to herein as the "**Released Property**"). Such Released Property is hereby released, discharged and exonerated from the Declaration. The Declaration is no longer enforceable in any manner as to, against or in connection with the Released Property and the Released Property shall no longer be subject to the Declaration. The release of the Released Property from the Declaration shall not affect in any way the lien, operation or effect of the Declaration upon the property described on Exhibit "B-3" and the Declaration shall remain in full force and effect as to such property described on "Exhibit "B-3".
4. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the date and year first above written.

Witnessed By:

DECLARANT:

**TWIN CREEKS DEVELOPMENT  
ASSOCIATES, LLC**, a Florida limited liability  
company

Zelica M. Quigley  
Print Name: Zelica M. Quigley

John T. Kinsey  
Print Name: John T. Kinsey

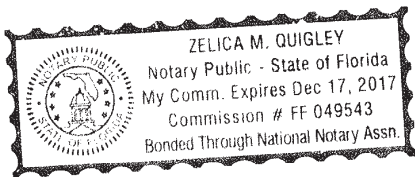
By: John T. Kinsey  
John T. Kinsey, Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of September, 2017, by John T. Kinsey, as Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company on behalf of the company. He is personally known to me and did not take an oath.

Zelica M. Quigley  
Notary Public State of Florida



**JOINDER**

Twin Creeks Ventures LLC, a Florida limited liability company, hereby approves and joins in the foregoing Amendment and the Exhibits attached thereto, agrees to subject the portion of the Property owned by it to the terms thereof and to the terms of the Declaration.

IN WITNESS WHEREOF, Twin Creeks Ventures LLC has executed this Joinder on this 26 day of September, 2017.

Witnessed by:

Zelica M. Quigley  
Name: Zelica M. Quigley

John B. Kinsey  
Name: John B. Kinsey

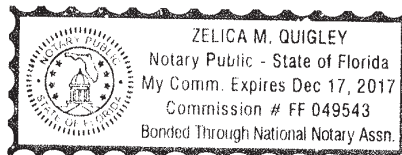
**TWIN CREEKS VENTURES LLC,**  
a Florida limited liability company

By: John T. Kinsey  
John T. Kinsey, Manager

STATE OF FLORIDA                     )  
  ):SS  
COUNTY OF PALM BEACH         )

The foregoing instruction was acknowledged before me this 26 day of September, 2017, by John T. Kinsey, as Manager, of Twin Creeks Ventures LLC, a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath.

Zelica M. Quigley  
Notary Public State of Florida



**JOINDER**

Lennar Homes, LLC, a Florida limited liability company, hereby approves and joins in the foregoing Amendment and the Exhibits attached thereto, agrees to subject the portion of the Property owned by it to the terms thereof and to the terms of the Declaration, and will comply with and perform the terms and conditions of said Amendment and of said Declaration.

IN WITNESS WHEREOF, Lennar Homes, LLC has executed this Joinder on this 25th day of August, 2017.

Witnessed by:

Cynthia Arnold  
Name: Cynthia Arnold

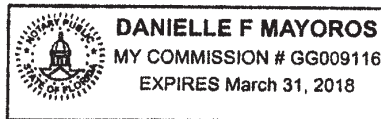
Christy King  
Name: Christy King

**LENNAR HOMES, LLC,**  
a Florida limited liability company

By: [Signature]  
John T. Kinsey, Manager  
Scott Keiling, Vice President

STATE OF FLORIDA                     )  
   ):SS  
COUNTY OF DUVAL                     )

The foregoing instruction was acknowledged before me this 25th day of August, 2017 by Scott Keiling, as Vice President, of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath.



[Signature]  
Notary Public State of Florida

**CONSENT TO FOURTH AMENDMENT TO DECLARATION OF MAINTENANCE  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
TWIN CREEKS RECREATIONAL LAKE FACILITY**

VINTAGE ESTATE HOMES, LLC, a Florida limited liability company, as the owner and holder of the following Amended and Restated Memorandum of Contract (the “**Memorandum**”):

that certain Amended and Restated Memorandum of Contract recorded in Official Records Book 4444, at Page 1589, of the Public Records of St. Johns County, Florida,

hereby consents to, and subordinates the lien of the Memorandum to the terms, conditions and provisions of the Declaration and the foregoing Amendment, and acknowledges that the Declaration and said Amendment shall be binding upon the portion of the Property encumbered by the Memorandum.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

VINTAGE ESTATE HOMES, LLC,  
a Florida limited liability company

Jacinda Jask  
Name: Jacinda Jask

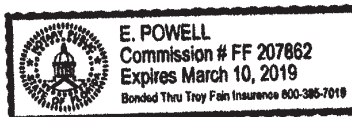
Chris Wiley  
Name: Chris Wiley

By: [Signature]  
Name: Steve Hagg  
Title: Division President  
Date: 10/4/17

STATE OF FLORIDA       )  
                                  )ss:  
COUNTY OF St Johns)

The foregoing instrument was acknowledged before me this 4 day of October, 2017, by Steve Hagg, as Division President of Vintage Estate Homes, LLC, a Florida limited liability company, who is either [check where applicable] ☒ personally known to me, or \_\_\_\_\_ has produced a \_\_\_\_\_ driver's license as identification.

E Powell  
Notary Public State of Florida



**MORTGAGEE CONSENT TO  
FOURTH AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
TWIN CREEKS RECREATIONAL LAKE FACILITY**

LENNAR HOMES, LLC, a Florida limited liability company, as the owner and holder of the following mortgage (collectively, the “**Mortgage**”):

that certain Deposit Release Mortgage recorded in Official Records Book 4297, at Page 719, of the Public Records of St. Johns County, Florida.

hereby consents to, and subordinates the lien of the Mortgage to the terms, conditions and provisions of the Declaration and the foregoing Amendment, and acknowledges that the Declaration and said Amendment shall be binding upon the portion of the Property encumbered by the Mortgage.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

**LENNAR HOMES, LLC,**  
a Florida limited liability company

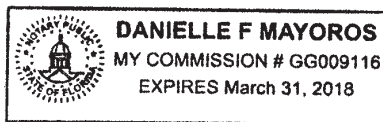
Cynthia Arnold  
Name: Cynthia Arnold

Christy King  
Name: Christy King

By: [Signature]  
Name: Scott Keiling  
Title: Vice President  
Date: August 25, 2017

STATE OF FLORIDA       )  
                                  )ss:  
COUNTY OF DUVAL    )

The foregoing instrument was acknowledged before me this 25th day of August, 2017, by Scott Keiling, as Vice President of Lennar Homes, LLC, a Florida limited liability company, who is either [check where applicable] X personally known to me, or \_\_\_\_\_ has produced a \_\_\_\_\_ driver's license as identification.



[Signature]  
Notary Public State of Florida

**EXHIBIT B-3**

The Creekside at Twin Creeks property, Twin Creeks North Parcel 1, Twin Creeks North Parcel 2/3, Twin Creeks North Parcel 10/11, Twin Creeks North Parcel 12, Twin Creeks North Parcel 13 and Twin Creeks North Parcel 14, as each such parcel is described on the following pages.

Declarant reserves the right to amend the Declaration to amend the legal description for any of the foregoing parcels to the extent any of such legal descriptions are amended.

To the extent any of the foregoing referenced parcels are not developed for residential use, Declarant reserves the right to amend the Declaration to remove such parcel from the Property that is subject to the Declaration.

Creekside at Twin Creeks

## PARCEL 1

A PORTION OF SECTIONS 10, 11 AND 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY (SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY); THENCE NORTH 89°33'57" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 5363.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID SECTION 14; THENCE NORTH 01°04'11" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 14, A DISTANCE OF 2363.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°42'34" WEST, 125.74 FEET; THENCE SOUTH 88°31'52" WEST, 252.15 FEET; THENCE NORTH 25°15'19" WEST, 80.96 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 53.00 FEET, AN ARC DISTANCE OF 15.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°44'16" WEST, 15.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°13'14" WEST, 157.48 FEET; THENCE NORTH 62°52'06" WEST, 22.99 FEET; THENCE NORTH 26°36'18" EAST, 99.85 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 170.05 FEET, AN ARC DISTANCE OF 213.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°35'21" WEST, 199.60 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°01'23" WEST, 326.58 FEET; THENCE NORTH 83°07'23" WEST, 18.84 FEET; THENCE NORTH 34°48'08" WEST, 23.20 FEET; THENCE NORTH 18°28'51" EAST, 44.11 FEET; THENCE NORTH 18°44'41" WEST, 48.80 FEET; THENCE NORTH 47°54'06" WEST, 45.55 FEET; THENCE NORTH 09°13'12" WEST, 49.87 FEET; THENCE NORTH 02°17'20" WEST, 50.91 FEET; THENCE NORTH 74°18'15" WEST, 37.68 FEET; THENCE NORTH 03°01'18" WEST, 65.33 FEET; THENCE NORTH 47°07'13" WEST, 58.25 FEET; THENCE NORTH 24°56'08" WEST, 42.35 FEET; THENCE NORTH 30°20'45" WEST, 47.37 FEET; THENCE SOUTH 69°57'39" WEST, 10.55 FEET; THENCE NORTH 61°12'35" WEST, 38.10 FEET; THENCE NORTH 01°28'58" WEST, 71.57 FEET; THENCE NORTH 27°58'57" EAST, 31.78 FEET; THENCE NORTH 26°50'40" WEST, 43.36 FEET; THENCE NORTH 38°05'52" EAST, 55.12 FEET; THENCE NORTH 19°09'44" WEST, 48.91 FEET; THENCE NORTH 09°40'52" WEST, 82.84 FEET; THENCE NORTH 71°18'58" WEST, 73.95 FEET; THENCE NORTH 21°04'49" WEST, 42.80 FEET; THENCE NORTH 36°48'21" EAST, 33.99 FEET; THENCE NORTH 14°17'59" EAST, 30.85 FEET; THENCE

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NORTH 31°36'48" WEST, 41.22 FEET; THENCE NORTH 32°40'18" WEST, 54.16 FEET;  
 THENCE NORTH 06°17'46" EAST, 51.02 FEET; THENCE NORTH 81°38'17" EAST, 6.30  
 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 NORTHEASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF  
 109.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF NORTH 45°18'05" WEST, 109.18 FEET TO A POINT OF NON-TANGENCY; THENCE  
 SOUTH 67°45'46" WEST, 18.96 FEET; THENCE NORTH 47°45'26" WEST, 68.99 FEET;  
 THENCE NORTH 46°03'48" WEST, 49.16 FEET; THENCE NORTH 41°46'31" EAST, 41.03  
 FEET; THENCE NORTH 30°38'40" WEST, 13.60 FEET; THENCE SOUTH 62°34'07" WEST,  
 53.57 FEET; THENCE NORTH 58°24'53" WEST, 44.44 FEET; THENCE NORTH 02°31'34"  
 WEST, 40.97 FEET; THENCE NORTH 39°58'26" WEST, 49.72 FEET; THENCE NORTH  
 78°50'27" WEST, 49.43 FEET; THENCE NORTH 32°31'33" WEST, 54.67 FEET; THENCE  
 NORTH 39°18'05" WEST, 38.65 FEET; THENCE NORTH 28°33'39" WEST, 62.88 FEET;  
 THENCE NORTH 75°54'37" WEST, 25.20 FEET; THENCE NORTH 32°45'57" WEST, 54.16  
 FEET; THENCE NORTH 74°48'46" WEST, 44.15 FEET; THENCE NORTH 40°55'24" WEST,  
 33.81 FEET; THENCE NORTH 23°04'49" WEST, 62.69 FEET; THENCE NORTH 09°50'42"  
 WEST, 32.95 FEET; THENCE NORTH 35°09'39" EAST, 23.21 FEET; THENCE NORTH  
 46°56'35" WEST, 51.91 FEET; THENCE SOUTH 69°31'51" WEST, 16.31 FEET; THENCE  
 SOUTH 69°16'15" WEST, 4.50 FEET; THENCE SOUTH 65°59'49" WEST, 17.80 FEET;  
 THENCE NORTH 48°37'52" WEST, 11.39 FEET; THENCE SOUTH 86°29'54" WEST, 47.87  
 FEET; THENCE SOUTH 61°45'18" WEST, 4.23 FEET; THENCE SOUTH 61°45'03" WEST,  
 17.11 FEET; THENCE SOUTH 38°23'11" WEST, 48.85 FEET; THENCE SOUTH 50°28'52"  
 WEST, 54.03 FEET; THENCE SOUTH 86°26'32" WEST, 32.92 FEET; THENCE NORTH  
 18°18'47" WEST, 45.96 FEET; THENCE NORTH 68°28'19" WEST, 58.30 FEET; THENCE  
 NORTH 14°44'16" EAST, 37.81 FEET; THENCE NORTH 56°03'13" WEST, 60.52 FEET;  
 THENCE NORTH 28°31'51" WEST, 46.48 FEET; THENCE NORTH 27°29'17" WEST, 69.71  
 FEET; THENCE NORTH 25°21'40" WEST, 38.82 FEET; THENCE NORTH 50°44'59" WEST,  
 34.78 FEET; THENCE NORTH 18°25'50" WEST, 53.35 FEET; THENCE NORTH 38°42'45"  
 WEST, 92.16 FEET; THENCE NORTH 11°34'38" WEST, 101.82 FEET; THENCE NORTH  
 76°53'47" WEST, 85.56 FEET; THENCE NORTH 33°45'42" WEST, 77.80 FEET; THENCE  
 SOUTH 72°50'03" WEST, 39.39 FEET; THENCE NORTH 57°57'55" WEST, 45.89 FEET;  
 THENCE SOUTH 78°52'44" WEST, 35.04 FEET; THENCE NORTH 58°57'34" WEST, 95.14  
 FEET; THENCE NORTH 67°21'51" WEST, 46.80 FEET; THENCE NORTH 03°35'36" WEST,  
 95.11 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 SOUTHWESTERLY, HAVING A RADIUS OF 1338.45 FEET, AN ARC DISTANCE OF  
 87.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF NORTH 58°36'55" WEST, 87.35 FEET; THENCE NORTH 29°49'59" EAST, 49.35 FEET;  
 THENCE NORTH 02°09'19" EAST, 56.76 FEET; THENCE NORTH 62°11'07" WEST, 33.45

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FEET; THENCE SOUTH 77°58'02" WEST, 58.42 FEET; THENCE NORTH 51°43'10" WEST, 66.26 FEET; THENCE NORTH 18°12'32" WEST, 28.58 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1572.01 FEET, AN ARC DISTANCE OF 237.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°05'16" WEST, 237.45 FEET; THENCE NORTH 76°51'18" WEST, 103.77 FEET; THENCE NORTH 75°24'28" WEST, 145.36 FEET; THENCE NORTH 79°53'54" WEST, 99.65 FEET; THENCE SOUTH 55°14'07" WEST, 55.44 FEET; THENCE SOUTH 60°24'35" WEST, 31.28 FEET; THENCE SOUTH 80°08'43" WEST, 64.39 FEET; THENCE SOUTH 74°30'40" WEST, 23.60 FEET; THENCE SOUTH 79°54'51" WEST, 22.98 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1351.05 FEET, AN ARC DISTANCE OF 7.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°48'34" WEST, 7.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°58'37" WEST, 169.41 FEET; THENCE SOUTH 88°25'56" EAST, 22.71 FEET; THENCE SOUTH 75°36'58" EAST, 42.54 FEET; THENCE NORTH 54°07'56" EAST, 42.49 FEET; THENCE NORTH 58°23'50" EAST, 43.11 FEET; THENCE NORTH 63°04'52" EAST, 41.43 FEET; THENCE NORTH 88°36'57" EAST, 53.78 FEET; THENCE SOUTH 76°46'53" EAST, 57.98 FEET; THENCE SOUTH 68°17'03" EAST, 24.62 FEET; THENCE SOUTH 64°58'52" EAST, 40.82 FEET; THENCE NORTH 86°36'12" EAST, 55.71 FEET; THENCE SOUTH 55°03'49" EAST, 26.93 FEET; THENCE SOUTH 52°13'39" EAST, 47.87 FEET; THENCE SOUTH 33°51'06" EAST, 72.41 FEET; THENCE SOUTH 06°50'02" EAST, 39.44 FEET; THENCE SOUTH 55°47'51" WEST, 49.97 FEET; THENCE SOUTH 84°58'57" WEST, 54.12 FEET; THENCE SOUTH 59°47'50" WEST, 56.28 FEET; THENCE SOUTH 59°37'08" WEST, 34.65 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 565.00 FEET, AN ARC DISTANCE OF 157.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°27'56" EAST, 157.32 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 79°37'29" EAST, 29.40 FEET; THENCE SOUTH 51°51'04" EAST, 57.40 FEET; THENCE SOUTH 55°02'36" EAST, 35.94 FEET; THENCE SOUTH 47°44'17" EAST, 38.89 FEET; THENCE SOUTH 22°49'52" EAST, 72.92 FEET; THENCE SOUTH 06°47'49" EAST, 77.30 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 560.00, AN ARC DISTANCE OF 17.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°53'35" EAST, 17.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°00'40" EAST, 147.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE

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SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 640.00, AN ARC DISTANCE OF 45.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°03'37" EAST, 45.77 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 36°49'45" EAST, 32.18 FEET; THENCE SOUTH 31°10'32" EAST, 49.69 FEET; THENCE SOUTH 17°17'25" EAST, 26.29 FEET; THENCE SOUTH 17°12'36" EAST, 46.34 FEET; THENCE SOUTH 62°45'55" EAST, 51.73 FEET; THENCE SOUTH 42°13'24" EAST, 57.82 FEET; THENCE SOUTH 42°24'49" EAST, 69.36 FEET; THENCE SOUTH 72°55'43" EAST, 31.77 FEET; THENCE SOUTH 72°55'43" EAST, 37.90 FEET; THENCE SOUTH 37°54'06" EAST, 17.58 FEET; THENCE SOUTH 63°06'52" EAST, 28.95 FEET; THENCE SOUTH 81°46'54" EAST, 73.05 FEET; THENCE SOUTH 43°57'42" EAST, 31.02 FEET; THENCE SOUTH 40°24'32" EAST, 31.54 FEET; THENCE SOUTH 13°37'43" EAST, 52.94 FEET; THENCE NORTH 02°25'27" EAST, 72.61 FEET; THENCE NORTH 32°07'14" EAST, 39.89 FEET; THENCE NORTH 59°23'44" EAST, 43.26 FEET; THENCE NORTH 32°18'40" EAST, 43.64 FEET; THENCE NORTH 59°48'47" EAST, 30.98 FEET; THENCE NORTH 87°03'00" EAST, 56.56 FEET; THENCE SOUTH 43°59'54" EAST, 86.81 FEET; THENCE NORTH 62°57'38" EAST, 60.81 FEET; THENCE SOUTH 37°40'16" EAST, 45.66 FEET; THENCE SOUTH 48°15'40" EAST, 45.07 FEET; THENCE SOUTH 04°32'39" EAST, 28.07 FEET; THENCE SOUTH 39°32'25" WEST, 57.01 FEET; THENCE SOUTH 35°02'01" WEST, 89.47 FEET; THENCE SOUTH 63°43'26" WEST, 43.35 FEET; THENCE SOUTH 31°06'28" WEST, 33.82 FEET; THENCE SOUTH 03°32'28" WEST, 24.63 FEET; THENCE SOUTH 17°50'17" WEST, 48.94 FEET; THENCE SOUTH 82°44'34" EAST, 20.68 FEET; THENCE SOUTH 38°48'08" EAST, 54.75 FEET; THENCE NORTH 22°58'13" EAST, 8.87 FEET; THENCE NORTH 27°08'26" WEST, 31.74 FEET; THENCE NORTH 78°08'32" EAST, 57.84 FEET; THENCE NORTH 58°58'08" EAST, 60.86 FEET; THENCE NORTH 35°27'10" EAST, 34.93 FEET; THENCE NORTH 04°05'50" WEST, 29.18 FEET; THENCE NORTH 65°06'03" EAST, 28.23 FEET; THENCE SOUTH 44°22'54" EAST, 33.75 FEET; THENCE SOUTH 05°53'13" EAST, 20.61 FEET; THENCE SOUTH 28°53'52" EAST, 58.52 FEET; THENCE NORTH 45°01'48" EAST, 30.97 FEET; THENCE NORTH 85°10'44" EAST, 54.59 FEET; THENCE SOUTH 38°11'55" EAST, 62.35 FEET; THENCE SOUTH 07°39'33" EAST, 43.26 FEET; THENCE SOUTH 17°19'28" WEST, 50.63 FEET; THENCE SOUTH 11°43'23" WEST, 38.03 FEET; THENCE SOUTH 40°23'08" EAST, 25.55 FEET; THENCE NORTH 83°50'50" EAST, 42.55 FEET; THENCE SOUTH 77°49'43" EAST, 53.97 FEET; THENCE SOUTH 32°52'47" EAST, 48.57 FEET; THENCE SOUTH 06°00'14" EAST, 53.55 FEET; THENCE SOUTH 00°35'55" WEST, 32.54 FEET; THENCE SOUTH 81°25'44" WEST, 26.71 FEET; THENCE SOUTH 05°22'17" WEST, 58.17 FEET; THENCE SOUTH 36°04'34" EAST, 15.18 FEET; THENCE SOUTH 87°12'33" WEST, 55.53 FEET; THENCE SOUTH 39°00'15" WEST, 54.21 FEET; THENCE SOUTH 72°41'00" WEST, 22.97 FEET; THENCE SOUTH 31°47'27" WEST, 47.25 FEET; THENCE SOUTH 02°37'35" WEST, 23.20 FEET; THENCE NORTH 39°05'08" WEST, 35.07 FEET; THENCE SOUTH 81°58'23" WEST, 32.53 FEET; THENCE NORTH

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24°06'56" WEST, 50.06 FEET; THENCE SOUTH 61°44'52" WEST, 14.96 FEET; THENCE  
 SOUTH 25°48'33" WEST, 27.49 FEET; THENCE SOUTH 27°27'38" WEST, 38.80 FEET;  
 THENCE SOUTH 58°20'10" WEST, 49.87 FEET; THENCE SOUTH 85°51'32" WEST, 44.76  
 FEET; THENCE SOUTH 41°56'07" WEST, 49.46 FEET; THENCE SOUTH 52°09'09" WEST,  
 32.95 FEET; THENCE NORTH 83°02'44" WEST, 13.84 FEET; THENCE SOUTH 31°44'40"  
 WEST, 42.23 FEET; THENCE SOUTH 85°05'43" WEST, 27.67 FEET; THENCE SOUTH  
 14°54'21" WEST, 54.20 FEET; THENCE SOUTH 40°08'02" WEST, 39.50 FEET; THENCE  
 SOUTH 63°20'20" WEST, 45.02 FEET; THENCE SOUTH 04°18'22" EAST, 41.25 FEET;  
 THENCE SOUTH 16°55'51" WEST, 49.39 FEET; THENCE SOUTH 63°34'02" WEST, 27.49  
 FEET; THENCE SOUTH 18°28'05" WEST, 50.45 FEET; THENCE SOUTH 24°04'06" WEST,  
 50.48 FEET; THENCE SOUTH 19°22'57" WEST, 73.86 FEET; THENCE SOUTH 10°53'24"  
 WEST, 59.87 FEET; THENCE SOUTH 33°19'26" EAST, 67.37 FEET; THENCE SOUTH  
 82°19'08" EAST, 52.93 FEET; THENCE SOUTH 44°01'14" EAST, 72.19 FEET; THENCE  
 NORTH 41°32'25" EAST, 24.38 FEET; THENCE NORTH 89°33'40" EAST, 48.56 FEET;  
 THENCE NORTH 81°10'37" EAST, 57.72 FEET; THENCE NORTH 85°41'51" EAST, 41.52  
 FEET; THENCE NORTH 59°49'33" EAST, 20.47 FEET; THENCE NORTH 87°45'12" EAST,  
 32.30 FEET; THENCE SOUTH 60°37'05" EAST, 43.57 FEET; THENCE SOUTH 11°48'20"  
 WEST, 44.92 FEET; THENCE SOUTH 10°00'13" WEST, 48.05 FEET; THENCE SOUTH  
 37°26'04" WEST, 36.23 FEET; THENCE SOUTH 20°19'01" EAST, 44.02 FEET; THENCE  
 SOUTH 21°12'39" WEST, 47.63 FEET; THENCE SOUTH 13°22'17" EAST, 35.47 FEET;  
 THENCE SOUTH 11°01'12" EAST, 32.00 FEET; THENCE SOUTH 76°05'35" EAST, 35.69  
 FEET; THENCE SOUTH 65°18'20" EAST, 40.61 FEET; THENCE SOUTH 59°05'48" EAST,  
 31.45 FEET; THENCE NORTH 82°48'06" EAST, 41.16 FEET; THENCE NORTH 09°19'08"  
 EAST, 22.97 FEET; THENCE NORTH 14°22'01" WEST, 54.70 FEET; THENCE NORTH  
 31°13'58" EAST, 24.08 FEET; THENCE NORTH 54°37'45" EAST, 49.30 FEET; THENCE  
 SOUTH 71°46'24" EAST, 33.59 FEET; THENCE SOUTH 52°43'14" EAST, 45.12 FEET;  
 THENCE SOUTH 72°52'27" EAST, 46.24 FEET; THENCE SOUTH 23°15'29" EAST, 39.79  
 FEET; THENCE SOUTH 09°04'38" WEST, 37.89 FEET; THENCE SOUTH 29°07'07" EAST,  
 53.73 FEET; THENCE SOUTH 48°49'03" EAST, 48.92 FEET; THENCE SOUTH 56°14'52"  
 EAST, 42.72 FEET; THENCE SOUTH 05°12'42" EAST, 47.61 FEET; THENCE NORTH  
 66°25'32" WEST, 29.19 FEET; THENCE NORTH 63°54'22" WEST, 35.40 FEET; THENCE  
 SOUTH 55°25'16" WEST, 39.69 FEET; THENCE NORTH 83°15'07" WEST, 43.13 FEET;  
 THENCE SOUTH 78°50'35" WEST, 36.42 FEET; THENCE SOUTH 60°13'24" WEST, 36.85  
 FEET; THENCE SOUTH 47°56'07" WEST, 41.05 FEET; THENCE SOUTH 44°47'19" WEST,  
 49.23 FEET; THENCE SOUTH 18°14'55" WEST, 39.79 FEET; THENCE SOUTH 20°09'02"  
 EAST, 43.53 FEET; THENCE SOUTH 07°04'31" WEST, 46.76 FEET; THENCE SOUTH  
 04°41'00" EAST, 47.78 FEET; THENCE SOUTH 19°51'51" EAST, 38.87 FEET; THENCE  
 SOUTH 08°21'48" EAST, 34.51 FEET; THENCE SOUTH 40°23'33" WEST, 36.08 FEET;  
 THENCE SOUTH 22°26'09" WEST, 55.31 FEET; THENCE SOUTH 47°02'06" WEST, 23.16  
 FEET; THENCE SOUTH 81°06'58" WEST, 38.52 FEET; THENCE SOUTH 78°34'03" WEST,

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39.59 FEET; THENCE SOUTH 76°58'42" WEST, 33.32 FEET; THENCE SOUTH 77°50'34" WEST, 33.12 FEET; THENCE SOUTH 84°42'54" WEST, 32.01 FEET; THENCE SOUTH 61°13'52" WEST, 32.97 FEET; THENCE SOUTH 89°54'34" WEST, 62.71 FEET; THENCE SOUTH 75°29'29" WEST, 55.15 FEET; THENCE NORTH 82°33'46" WEST, 49.56 FEET; THENCE SOUTH 73°21'12" WEST, 16.21 FEET; THENCE NORTH 83°20'16" WEST, 64.37 FEET; THENCE SOUTH 83°36'06" WEST, 52.92 FEET; THENCE NORTH 82°34'00" WEST, 49.11 FEET; THENCE NORTH 81°02'38" WEST, 38.51 FEET; THENCE SOUTH 60°22'52" WEST, 46.99 FEET; THENCE SOUTH 87°24'21" WEST, 29.68 FEET; THENCE NORTH 84°45'13" WEST, 123.11 FEET; THENCE NORTH 79°01'31" WEST, 44.73 FEET; THENCE SOUTH 38°19'32" EAST, 26.60 FEET; THENCE NORTH 63°40'45" WEST, 52.44 FEET; THENCE NORTH 39°15'18" WEST, 43.22 FEET; THENCE NORTH 50°48'22" WEST, 39.51 FEET; THENCE NORTH 50°33'55" WEST, 40.95 FEET; THENCE NORTH 24°48'09" WEST, 27.45 FEET; THENCE NORTH 35°08'10" WEST, 28.84 FEET; THENCE NORTH 30°18'45" WEST, 54.40 FEET; THENCE NORTH 28°39'38" WEST, 56.00 FEET; THENCE NORTH 57°26'23" WEST, 29.36 FEET; THENCE NORTH 21°19'02" WEST, 66.68 FEET; THENCE NORTH 15°48'30" WEST, 24.19 FEET; THENCE NORTH 09°27'48" EAST, 30.23 FEET; THENCE NORTH 16°25'47" WEST, 30.02 FEET; THENCE NORTH 23°34'39" WEST, 100.93 FEET; THENCE NORTH 10°16'33" WEST, 56.28 FEET; THENCE NORTH 14°42'43" WEST, 90.00 FEET; THENCE SOUTH 63°41'38" WEST, 37.52 FEET; THENCE NORTH 58°22'25" WEST, 60.07 FEET; THENCE NORTH 75°10'26" WEST, 19.12 FEET; THENCE NORTH 33°16'35" WEST, 31.80 FEET; THENCE NORTH 16°49'07" WEST, 52.83 FEET; THENCE NORTH 16°36'21" WEST, 38.26 FEET; THENCE NORTH 11°39'30" WEST, 34.87 FEET; THENCE NORTH 40°56'08" EAST, 62.51 FEET; THENCE NORTH 31°19'31" EAST, 54.12 FEET; THENCE NORTH 02°13'47" WEST, 31.28 FEET; THENCE NORTH 57°56'40" WEST, 22.78 FEET; THENCE NORTH 44°30'43" WEST, 37.68 FEET; THENCE NORTH 80°18'31" WEST, 47.47 FEET; THENCE NORTH 56°38'25" WEST, 28.43 FEET; THENCE NORTH 28°22'21" WEST, 40.58 FEET; THENCE NORTH 05°53'40" WEST, 57.12 FEET; THENCE NORTH 71°09'16" WEST, 29.21 FEET; THENCE NORTH 08°51'58" WEST, 58.43 FEET; THENCE NORTH 04°40'16" EAST, 47.25 FEET; THENCE NORTH 09°58'59" WEST, 19.79 FEET; THENCE NORTH 47°41'17" EAST, 25.53 FEET; THENCE NORTH 01°38'20" EAST, 16.08 FEET; THENCE SOUTH 80°41'13" WEST, 25.05 FEET; THENCE NORTH 10°37'38" WEST, 81.25 FEET; THENCE NORTH 20°49'10" WEST, 115.53 FEET; THENCE NORTH 15°34'52" WEST, 62.61 FEET; THENCE NORTH 06°35'11" WEST, 45.20 FEET; THENCE NORTH 30°24'12" WEST, 92.42 FEET; THENCE SOUTH 68°54'09" WEST, 33.17 FEET; THENCE NORTH 14°49'38" WEST, 34.80 FEET; THENCE SOUTH 89°48'14" WEST, 50.83 FEET; THENCE NORTH 26°42'17" WEST, 32.64 FEET; THENCE NORTH 15°36'04" WEST, 53.45 FEET; THENCE NORTH 25°46'48" WEST, 101.36 FEET; THENCE NORTH 26°05'22" WEST, 109.32 FEET; THENCE NORTH 12°19'09" EAST, 21.99 FEET; THENCE NORTH 67°29'01" EAST, 47.90 FEET; THENCE NORTH 44°53'10" EAST, 22.43 FEET; THENCE NORTH 08°58'20" WEST, 140.33 FEET; THENCE NORTH 71°46'04" WEST, 108.71 FEET;

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THENCE NORTH 24°13'40" WEST, 66.07 FEET; THENCE NORTH 09°58'44" WEST, 142.32  
 FEET; THENCE NORTH 03°12'45" WEST, 103.75 FEET; THENCE NORTH 39°59'12"  
 EAST, 17.53 FEET; THENCE NORTH 00°51'43" EAST, 48.66 FEET; THENCE NORTH  
 37°47'33" EAST, 31.03 FEET; THENCE NORTH 80°09'19" EAST, 38.58 FEET; THENCE  
 NORTH 21°29'13" EAST, 13.44 FEET; THENCE NORTH 09°12'20" WEST, 125.57 FEET;  
 THENCE NORTH 04°03'45" WEST, 154.40 FEET; THENCE NORTH 68°23'39" WEST, 13.14  
 FEET; THENCE NORTH 20°25'54" WEST, 57.44 FEET; THENCE NORTH 04°39'08" WEST,  
 52.48 FEET; THENCE NORTH 10°10'25" WEST, 64.29 FEET; THENCE NORTH 16°40'11"  
 EAST, 64.08 FEET; THENCE NORTH 01°42'55" EAST, 53.42 FEET; THENCE NORTH  
 63°53'26" EAST, 34.32 FEET; THENCE NORTH 47°51'58" EAST, 33.01 FEET; THENCE  
 NORTH 12°37'42" EAST, 98.31 FEET; THENCE NORTH 16°07'40" EAST, 92.21 FEET;  
 THENCE NORTH 08°12'21" WEST, 11.20 FEET; THENCE NORTH 12°17'01" WEST, 25.25  
 FEET; THENCE NORTH 63°09'55" WEST, 36.49 FEET; THENCE NORTH 44°18'37" WEST,  
 43.24 FEET; THENCE SOUTH 87°22'49" WEST, 25.07 FEET; THENCE SOUTH 40°31'52"  
 EAST, 35.09 FEET; THENCE SOUTH 36°30'45" WEST, 33.39 FEET; THENCE SOUTH  
 43°29'11" WEST, 49.20 FEET; THENCE NORTH 78°08'37" WEST, 49.95 FEET; THENCE  
 NORTH 61°38'47" WEST, 41.00 FEET; THENCE NORTH 14°22'32" WEST, 45.27 FEET;  
 THENCE NORTH 27°11'00" EAST, 32.65 FEET; THENCE NORTH 13°37'04" WEST, 50.46  
 FEET; THENCE NORTH 15°26'05" WEST, 61.91 FEET; THENCE NORTH 48°45'20" WEST,  
 52.69 FEET; THENCE NORTH 59°12'49" WEST, 29.92 FEET; THENCE NORTH 76°30'17"  
 WEST, 68.14 FEET; THENCE NORTH 25°18'49" WEST, 19.72 FEET; THENCE NORTH  
 10°18'28" WEST, 50.34 FEET; THENCE NORTH 16°14'02" WEST, 45.24 FEET; THENCE  
 NORTH 01°09'11" WEST, 50.39 FEET; THENCE NORTH 13°34'04" WEST, 53.10 FEET;  
 THENCE NORTH 31°22'18" EAST, 28.71 FEET; THENCE NORTH 30°04'34" EAST, 58.14  
 FEET; THENCE NORTH 26°56'54" WEST, 12.17 FEET; THENCE NORTH 41°07'50" EAST,  
 30.53 FEET; THENCE NORTH 45°19'42" WEST, 34.79 FEET; THENCE NORTH 00°27'08"  
 EAST, 32.43 FEET; THENCE NORTH 41°00'31" EAST, 43.06 FEET; THENCE NORTH  
 27°59'22" EAST, 51.56 FEET; THENCE NORTH 34°53'33" EAST, 48.15 FEET; THENCE  
 NORTH 10°32'05" WEST, 59.74 FEET; THENCE NORTH 37°52'54" WEST, 31.10 FEET;  
 THENCE NORTH 19°33'14" WEST, 65.05 FEET; THENCE NORTH 04°35'57" WEST, 49.19  
 FEET; THENCE NORTH 13°51'46" WEST, 66.31 FEET; THENCE NORTH 31°54'53" WEST,  
 61.02 FEET; THENCE NORTH 13°29'37" WEST, 42.66 FEET; THENCE NORTH 03°48'50"  
 WEST, 38.38 FEET; THENCE NORTH 15°41'01" WEST, 38.38 FEET; THENCE NORTH  
 04°03'23" WEST, 76.66 FEET; THENCE NORTH 16°35'34" EAST, 28.08 FEET; THENCE  
 NORTH 32°34'50" WEST, 42.20 FEET; THENCE NORTH 14°42'51" WEST, 40.10 FEET;  
 THENCE NORTH 52°00'00" WEST, 47.76 FEET; THENCE NORTH 28°51'01" WEST, 40.02  
 FEET; THENCE NORTH 60°54'33" WEST, 40.56 FEET; THENCE NORTH 45°16'17" WEST,  
 49.40 FEET; THENCE NORTH 02°49'00" WEST, 77.10 FEET; THENCE NORTH 70°37'23"  
 WEST, 7.75 FEET; THENCE NORTH 11°04'31" WEST, 48.34 FEET; THENCE NORTH  
 39°12'07" WEST, 33.70 FEET; THENCE NORTH 28°54'54" WEST, 89.55 FEET; THENCE

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NORTH 19°36'14" WEST, 29.94 FEET; THENCE NORTH 41°33'22" WEST, 16.43 FEET;  
 THENCE NORTH 31°03'49" WEST, 16.43 FEET; THENCE NORTH 60°25'25" WEST, 14.07  
 FEET; THENCE NORTH 60°41'03" WEST, 124.83 FEET; THENCE SOUTH 73°40'45"  
 WEST, 6.47 FEET; THENCE NORTH 07°36'22" EAST, 4.98 FEET; THENCE NORTH  
 60°41'03" WEST, 13.42 FEET; THENCE SOUTH 87°03'15" WEST, 90.14 FEET; THENCE  
 NORTH 71°46'36" WEST, 37.56 FEET; THENCE SOUTH 31°25'08" WEST, 41.03 FEET;  
 THENCE SOUTH 40°14'43" WEST, 37.55 FEET; THENCE SOUTH 44°50'25" WEST, 43.12  
 FEET; THENCE SOUTH 71°42'48" WEST, 32.65 FEET; THENCE SOUTH 02°28'48" EAST,  
 19.92 FEET; THENCE SOUTH 82°55'41" EAST, 14.69 FEET; THENCE SOUTH 09°07'44"  
 WEST, 35.50 FEET; THENCE SOUTH 65°27'22" WEST, 30.85 FEET; THENCE NORTH  
 73°39'26" WEST, 49.02 FEET; THENCE NORTH 20°21'49" EAST, 18.92 FEET; THENCE  
 NORTH 73°09'35" EAST, 28.46 FEET; THENCE NORTH 17°16'46" WEST, 33.81 FEET;  
 THENCE NORTH 63°45'06" WEST, 39.63 FEET; THENCE NORTH 28°51'07" WEST, 27.95  
 FEET; THENCE NORTH 30°02'12" WEST, 44.70 FEET; THENCE NORTH 26°55'11" WEST,  
 22.68 FEET; THENCE NORTH 19°47'33" EAST, 59.27 FEET; THENCE NORTH 20°40'28"  
 WEST, 32.39 FEET; THENCE NORTH 39°55'31" WEST, 37.65 FEET; THENCE NORTH  
 09°58'14" WEST, 43.44 FEET; THENCE NORTH 12°57'30" EAST, 40.95 FEET; THENCE  
 NORTH 22°52'09" EAST, 38.19 FEET; THENCE NORTH 45°17'49" WEST, 36.15 FEET;  
 THENCE NORTH 51°54'18" WEST, 38.82 FEET; THENCE NORTH 24°48'17" EAST, 36.57  
 FEET; THENCE NORTH 37°15'37" WEST, 25.41 FEET; THENCE NORTH 40°34'04" WEST,  
 13.73 FEET; THENCE NORTH 46°36'36" WEST, 15.88 FEET; THENCE NORTH 52°04'49"  
 WEST, 12.62 FEET; THENCE NORTH 53°05'18" WEST, 100.73 FEET; THENCE NORTH  
 68°25'42" WEST, 6.77 FEET; THENCE NORTH 75°40'55" WEST, 54.66 FEET; THENCE  
 NORTH 85°06'56" WEST, 47.35 FEET; THENCE SOUTH 85°38'34" WEST, 42.46 FEET;  
 THENCE SOUTH 83°05'14" WEST, 43.32 FEET; THENCE NORTH 77°00'55" WEST, 49.45  
 FEET; THENCE NORTH 63°29'13" WEST, 54.32 FEET; THENCE NORTH 67°27'14" WEST,  
 55.22 FEET; THENCE NORTH 70°51'14" WEST, 52.28 FEET; THENCE NORTH 40°12'03"  
 WEST, 65.06 FEET; THENCE NORTH 09°31'49" WEST, 59.95 FEET; THENCE NORTH  
 26°53'44" WEST, 29.60 FEET; THENCE NORTH 06°25'16" WEST, 37.82 FEET; THENCE  
 NORTH 39°28'55" EAST, 22.52 FEET; THENCE NORTH 15°45'56" WEST, 46.20 FEET;  
 THENCE NORTH 23°40'31" EAST, 36.41 FEET; THENCE NORTH 18°52'21" EAST, 49.45  
 FEET; THENCE NORTH 10°09'30" EAST, 47.70 FEET; THENCE NORTH 19°37'42" WEST,  
 32.58 FEET; THENCE NORTH 31°06'58" WEST, 86.40 FEET; THENCE NORTH 72°52'44"  
 WEST, 36.63 FEET; THENCE SOUTH 85°25'59" WEST, 45.66 FEET; THENCE SOUTH  
 62°57'58" WEST, 26.73 FEET; THENCE SOUTH 49°24'55" WEST, 30.63 FEET; THENCE  
 SOUTH 13°19'09" WEST, 34.11 FEET; THENCE SOUTH 67°22'30" WEST, 49.15 FEET;  
 THENCE NORTH 66°53'31" WEST, 47.58 FEET; THENCE NORTH 07°24'05" EAST, 40.32  
 FEET; THENCE NORTH 27°41'49" EAST, 27.78 FEET; THENCE NORTH 32°13'14" EAST,  
 31.60 FEET; THENCE NORTH 51°45'33" EAST, 22.75 FEET; THENCE NORTH 44°41'32"  
 EAST, 34.09 FEET; THENCE NORTH 29°27'49" EAST, 45.55 FEET; THENCE NORTH

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42°33'34" EAST, 54.63 FEET; THENCE NORTH 25°16'44" EAST, 29.81 FEET; THENCE NORTH 09°16'10" WEST, 57.95 FEET; THENCE NORTH 64°41'24" EAST, 28.71 FEET; THENCE NORTH 62°37'25" EAST, 24.51 FEET; THENCE NORTH 84°42'40" EAST, 32.64 FEET; THENCE NORTH 68°15'50" EAST, 6.00 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 150.00 FOOT RIGHT OF WAY PER ST. JOHNS COUNTY RIGHT OF WAY MAP DATED 8-15-2002); THENCE SOUTH 53°14'48" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A DISTANCE OF 1598.73 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 277.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°58'35" EAST, 277.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°42'23" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY OF COUNTY ROAD NO. 210, A DISTANCE OF 1737.76 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 393.31 FEET, AN ARC DISTANCE OF 394.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°34'04" EAST, 378.07 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD (A VARIABLE WIDTH RIGHT OF WAY PER F.E.C. RAILWAY CO. RIGHT OF WAY AND TRACK MAP DATED DECEMBER 31, 1927); THENCE SOUTH 41°00'02" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 2283.78 FEET; THENCE NORTH 89°28'59" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 36.95 FEET; THENCE SOUTH 41°02'31" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 253.73 FEET TO THE SAID EASTERLY LINE OF SECTION 14; THENCE SOUTH 01°04'11" EAST, ALONG SAID EASTERLY LINE OF SECTION 14, 2817.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 279.34 ACRES, MORE OR LESS

**LESS AND EXCEPT:**

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**EXCEPTION #1**

LESS AND EXCEPT THAT PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF SECTIONS 14, 15, 22, AND 23, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°33'57" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, 5363.20 FEET TO THE INTERSECTION OF SECTIONS 13, 14, 23, AND 24 TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°04' 11" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 14 (ALSO BEING THE SOUTHWESTERLY LINE OF SAID SECTION 13), 5180.32 FEET TO THE SOUTHWESTERLY LINE OF THE FLORIDA EAST COAST RAILROAD (A VARIABLE WIDTH RIGHT OF WAY PER F.E.C RAILWAY CO., RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927); THENCE NORTH 41°02'31" WEST, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 253.73 FEET TO THE NORTHERLY LINE OF SECTION 14 (ALSO BEING THE SOUTHERLY LINE OF SAID SECTION 11); THENCE SOUTH 89°28'59" WEST ALONG THE SAID NORTHERLY LINE OF SECTION 14 AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 36.95 FEET; THENCE NORTH 41°00'02" WEST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 2283.78 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 ( A 150' RIGHT OF WAY PER ST. JOHN'S COUNTY RIGHT OF WAY MAP DATED, 08-15-2002) AND TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 393.31 FEET, AN ARC DISTANCE OF 394.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°34'04" WEST, 378.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°42'23" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, 200.79 FEET; THENCE SOUTH 21°17'37" WEST, 277.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71°40'17" EAST, 432.28 FEET; THENCE SOUTH 18°19'43" WEST, 103.00 FEET; THENCE SOUTH 71°40'17" EAST, 37.23 FEET; THENCE SOUTH 36°48'41" WEST, 22.11 FEET; THENCE SOUTH 22°06'48" EAST, 51.77 FEET; THENCE SOUTH 09°08'26" WEST, 69.98 FEET; THENCE SOUTH 14°16'38" EAST, 39.35 FEET; THENCE SOUTH 23°55'02" EAST, 64.91 FEET; THENCE SOUTH 48°10'02" EAST, 42.49 FEET; THENCE SOUTH 78°52'07" EAST, 18.82 FEET; THENCE SOUTH 16°23'37" WEST, 56.56 FEET; THENCE SOUTH 33°43'43" WEST, 30.03 FEET; THENCE SOUTH 04°33'59" WEST, 33.17 FEET; THENCE SOUTH 14°54'03" EAST, 32.64 FEET; THENCE SOUTH 69°50'26" EAST, 49.25 FEET; THENCE SOUTH

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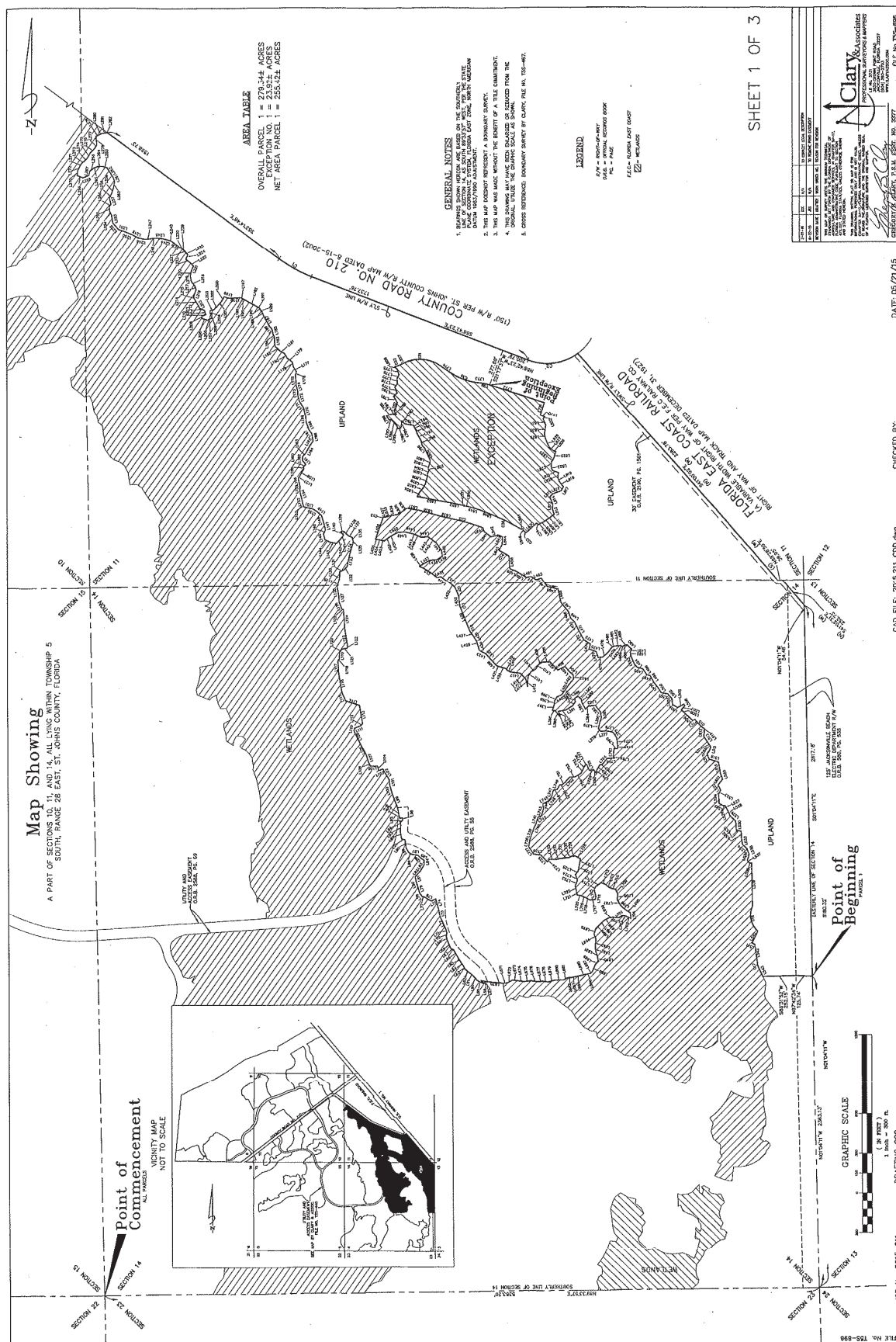
08°06'32" WEST, 37.62 FEET; THENCE SOUTH 23°24'06" EAST, 37.77 FEET; THENCE  
 SOUTH 38°25'44" EAST, 44.61 FEET; THENCE SOUTH 29°52'55" WEST, 33.51 FEET;  
 THENCE SOUTH 68°27'18" WEST, 70.18 FEET; THENCE SOUTH 45°12'28" WEST, 30.21  
 FEET; THENCE SOUTH 22°11'49" EAST, 62.11 FEET; THENCE SOUTH 06°07'09" WEST,  
 33.83 FEET; THENCE SOUTH 17°35'55" EAST, 44.65 FEET; THENCE SOUTH 60°41'49"  
 WEST, 19.11 FEET; THENCE SOUTH 53°21'15" WEST, 41.64 FEET; THENCE SOUTH  
 52°26'43" WEST, 39.22 FEET; THENCE SOUTH 67°53'13" WEST, 28.65 FEET; THENCE  
 SOUTH 51°12'35" WEST, 13.85 FEET TO THE ARC OF A CURVE LEADING  
 NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE SOUTHWESTERLY; HAVING A RADIUS OF 1941.12 FEET,  
 AN ARC DISTANCE OF 18.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 55°46'53" WEST, 18.51 FEET; THENCE SOUTH  
 47°38'44" WEST, 105.24 FEET TO THE ARC OF A CURVE LEADING  
 NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF  
 SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 634.45 FEET, AN  
 ARC DISTANCE OF 23.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD  
 BEARING AND DISTANCE OF NORTH 56°51'01" WEST, 23.19 FEET; THENCE NORTH  
 16°19'24" WEST, 17.87 FEET; THENCE SOUTH 71°43'41" WEST, 14.37 FEET TO THE  
 ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY  
 ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY,  
 HAVING A RADIUS OF 1531.02 FEET, AN ARC DISTANCE OF 209.14 FEET, SAID ARC  
 BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°34'10"  
 WEST, 208.98 FEET; THENCE NORTH 68°21'58" WEST, 139.02 FEET; THENCE NORTH  
 72°28'21" WEST, 87.07 FEET; THENCE NORTH 81°52'59" WEST, 26.19 FEET; THENCE  
 NORTH 72°47'32" WEST, 34.76 FEET; THENCE NORTH 78°44'06" WEST, 82.67 FEET;  
 THENCE NORTH 80°03'26" WEST, 246.16 FEET; THENCE NORTH 30°05'30" EAST, 48.24  
 FEET; THENCE NORTH 41°51'57" EAST, 34.70 FEET; THENCE NORTH 28°00'46" EAST,  
 30.76 FEET; THENCE NORTH 15°37'52" EAST, 50.37 FEET; THENCE NORTH 07°20'36"  
 EAST, 33.67 FEET; THENCE NORTH 22°20'31" EAST, 24.53 FEET; THENCE NORTH  
 17°42'34" WEST, 17.38 FEET; THENCE NORTH 18°45'26" EAST, 36.33 FEET; THENCE  
 NORTH 11°04'01" EAST, 22.76 FEET; THENCE NORTH 23°53'17" WEST, 101.14 FEET;  
 THENCE NORTH 41°45'37" WEST, 30.54 FEET; THENCE NORTH 12°05'37" WEST, 35.03  
 FEET; THENCE NORTH 28°53'41" WEST, 54.68 FEET; THENCE NORTH 18°54'28" WEST,  
 36.44 FEET; THENCE NORTH 29°20'08" WEST, 23.85 FEET; THENCE NORTH 19°06'35"  
 WEST, 14.82 FEET; THENCE NORTH 78°57'35" WEST, 70.56 FEET; THENCE NORTH  
 42°58'00" WEST, 28.98 FEET; THENCE SOUTH 06°33'53" WEST, 52.81 FEET; THENCE  
 SOUTH 71°42'01" WEST, 26.51 FEET; THENCE NORTH 15°43'31" WEST, 23.17 FEET;  
 THENCE NORTH 40°25'01" WEST, 65.08 FEET; THENCE SOUTH 73°28'21" WEST, 15.83  
 FEET; THENCE NORTH 32°28'28" WEST, 41.39 FEET; THENCE NORTH 69°33'19" EAST,  
 44.98 FEET; THENCE SOUTH 86°36'52" EAST, 33.55 FEET; THENCE NORTH 41°37'55"

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WEST, 22.06 FEET; THENCE NORTH 17°26'07" EAST, 74.06 FEET; THENCE NORTH 29°22'30" WEST, 57.88 FEET; THENCE NORTH 47°41'17" EAST, 36.41 FEET; THENCE NORTH 21°56'39" WEST, 47.31 FEET; THENCE NORTH 37°55'27" EAST, 30.62 FEET; THENCE NORTH 02°36'25" WEST, 42.30 FEET; THENCE NORTH 30°32'20" EAST, 29.47 FEET; THENCE NORTH 17°33'20" WEST, 46.23 FEET; THENCE NORTH 41°48'00" WEST, 24.71 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 257.00 FEET, AN ARC DISTANCE OF 63.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°22'06" EAST, 63.76 FEET; THENCE NORTH 65°40'47" EAST, 20.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 268.00 FEET, AN ARC DISTANCE OF 275.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°52'43" EAST, 263.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°26'14" EAST, 91.37 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 457.00 FEET, AN ARC DISTANCE OF 228.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°46'12" EAST, 226.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°06'10" EAST, 10.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 343.00 FEET, AN ARC DISTANCE OF 74.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°53'14" EAST, 74.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 23.92 ACRES MORE OR LESS.

CONTAINING A NET ACREAGE OF 255.42 ACRES, MORE OR LESS.



SHEET 2 OF 3

CHECKED BY:

DATE: 05/21/15

CAN FILE: 2015 211 CON.DWG

BRITISH-INDIAN-CHINA CO.

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Twin Creeks North Parcel 1

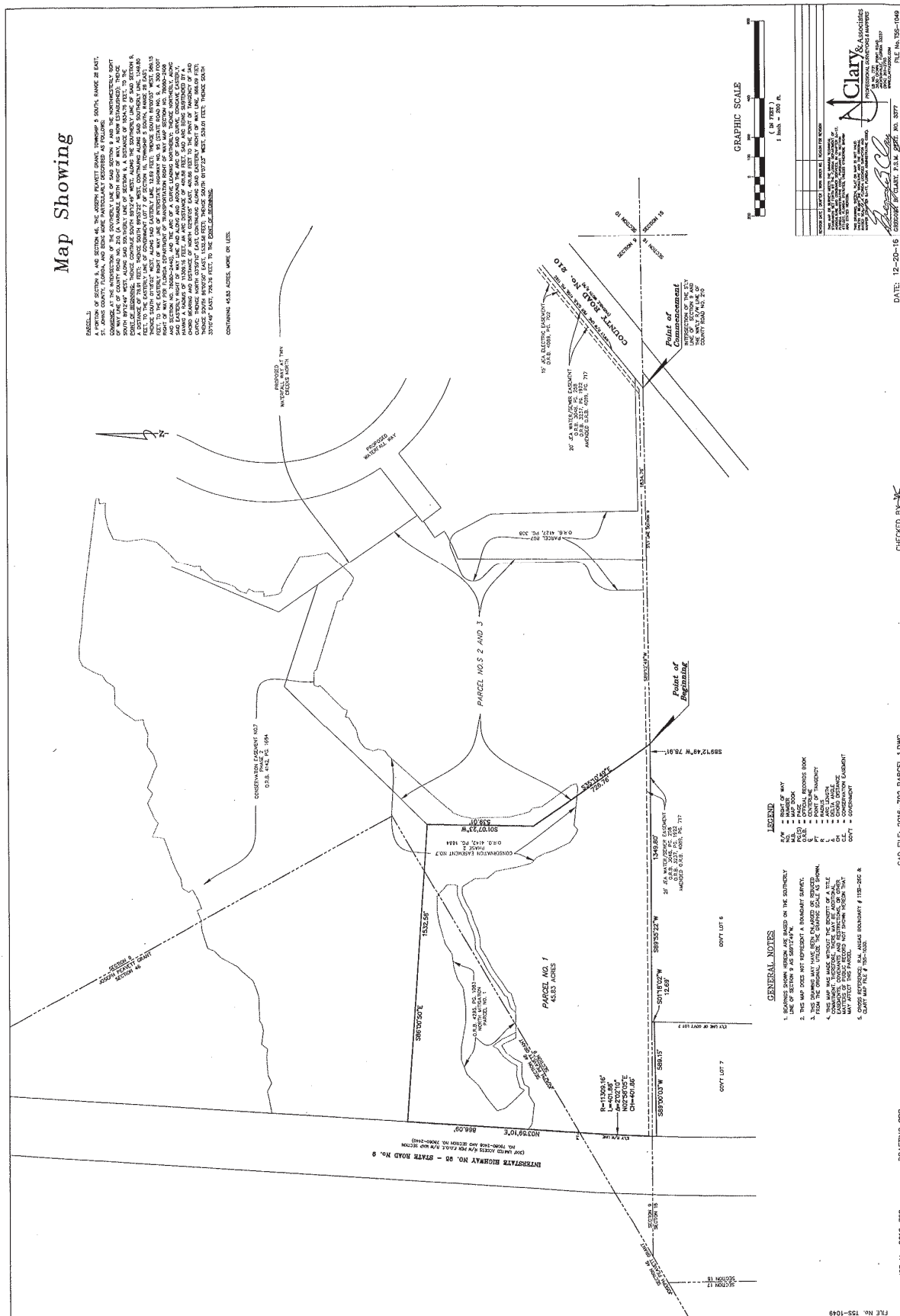
PARCEL 1:

A PORTION OF SECTION 9, AND SECTION 46, THE JOSEPH PEAVETT GRANT, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 9 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 89°12'49" WEST, ALONG SAID SOUTHERLY LINE OF SECTION 9, A DISTANCE OF 1834.76 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 78.91 FEET; THENCE SOUTH 89°55'22" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, 1349.80 FEET, TO THE EASTERLY LINE OF GOVERNMENT LOT 7 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 28 EAST; THENCE SOUTH 01°18'02" WEST, ALONG SAID EASTERLY LINE, 12.69 FEET; THENCE SOUTH 89°00'03" WEST, 589.15 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 95 (STATE ROAD NO. 9, A 300 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 78080-2408 AND SECTION NO. 78080-2440), AND THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11309.16 FEET, AN ARC DISTANCE OF 401.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°58'05" EAST, 401.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°59'10" EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 866.09 FEET; THENCE SOUTH 86°00'50" EAST, 1532.58 FEET; THENCE SOUTH 01°07'23" WEST, 539.01 FEET; THENCE SOUTH 35°10'49" EAST, 726.76 FEET, TO THE POINT OF BEGINNING.

CONTAINING 45.83 ACRES, MORE OR LESS.

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Twin Creeks North Parcel 2/3

PARCELS NO. 2 & 3

A PORTION OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 9 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°12'49" WEST, ALONG SAID SOUTHERLY LINE OF SECTION 9, A DISTANCE OF 887.40 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°12'49" WEST, ALONG SAID SOUTHERLY LINE OF SECTION 9, A DISTANCE OF 947.36 FEET; THENCE NORTH 35°10'49" WEST, 726.76 FEET; THENCE NORTH 01°07'23" EAST, 539.01 FEET; THENCE NORTH 44°47'25" EAST, 1016.85 FEET; THENCE SOUTH 71°34'09" EAST, 546.85 FEET; THENCE SOUTH 34°56'13" EAST, 618.71 FEET; THENCE SOUTH 52°32'00" WEST, 42.89 FEET; THENCE SOUTH 37°28'00" EAST, 80.14 FEET; THENCE SOUTH 56°27'10" WEST, 63.83 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 198.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°39'54" WEST, 198.36 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1310.00 FEET, AN ARC DISTANCE OF 9.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°39'56" WEST, 9.68 FEET; THENCE SOUTH 00°31'32" WEST, 945.33 FEET, TO THE POINT OF BEGINNING.

CONTAINING 49.11 ACRES, MORE OR LESS

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51282/0004



Twin Creeks North Parcel 10/11

PARCEL 10/11

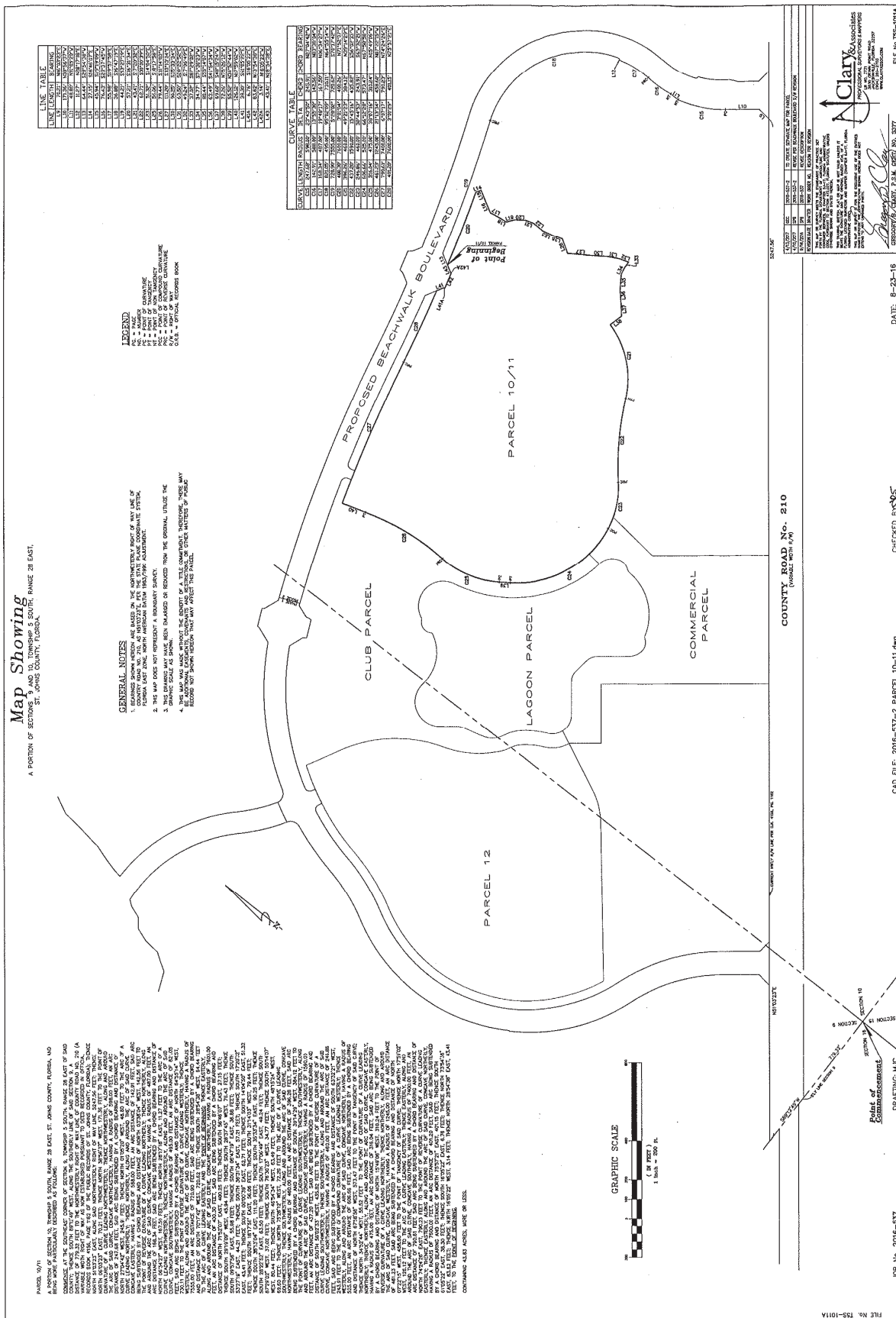
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 28 EAST OF SAID COUNTY; THENCE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 5247.56 FEET; THENCE NORTH 06°03'23" EAST, 70.21 FEET; THENCE NORTH 38°56'37" WEST, 171.36 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 598.00 FEET, AN ARC DISTANCE OF 247.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°04'42" WEST, 245.91 FEET; THENCE NORTH 01°05'20" WEST, 48.80 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 588.00 FEET, AN ARC DISTANCE OF 142.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°38'04" WEST, 142.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 487.00 FEET, AN ARC DISTANCE OF 168.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°34'27" WEST, 167.50 FEET; THENCE NORTH 28°17'18" EAST, 11.27 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 495.00 FEET, AN ARC DISTANCE OF 821.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°55'14" WEST, 730.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7555.00 FEET, AN ARC DISTANCE OF 720.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°17'42" WEST, 720.62 FEET; THENCE SOUTH 28°54'38" WEST, 64.44 FEET TO THE ARC OF A CURVE LEADING EASTERLY AND THE POINT OF BEGINNING; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 400.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°52'07" EAST, 400.26 FEET; THENCE SOUTH 56°46'07" EAST, 27.15 FEET; THENCE SOUTH 29°19'09" WEST, 45.94 FEET; THENCE SOUTH 28°37'45" WEST, 76.43 FEET; THENCE SOUTH 09°57'58" EAST, 55.98 FEET; THENCE SOUTH 06°47'19" EAST, 36.88 FEET; THENCE SOUTH 53°27'19" EAST, 44.21 FEET; THENCE SOUTH 36°31'34" EAST, 57.21 FEET; THENCE SOUTH 17°20'32" EAST, 43.41 FEET; THENCE SOUTH 00°00'39" EAST, 62.71 FEET; THENCE SOUTH 14°04'50" EAST, 51.32 FEET; THENCE SOUTH 18°17'58" EAST, 56.06 FEET; THENCE SOUTH 31°14'03" WEST, 79.44 FEET; THENCE

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SOUTH 33°13'04" EAST, 111.20 FEET; THENCE SOUTH 35°33'34" EAST, 90.25 FEET; THENCE SOUTH 28°22'52" EAST, 63.50 FEET; THENCE SOUTH 17°06'49" EAST, 49.24 FEET; THENCE SOUTH 87°29'02" WEST, 37.02 FEET; THENCE SOUTH 76°30'23" WEST, 34.77 FEET; THENCE SOUTH 55°14'07" WEST, 80.44 FEET; THENCE SOUTH 46°54'34" WEST, 63.49 FEET; THENCE SOUTH 48°15'24" WEST, 69.60 FEET; THENCE NORTH 75°26'12" WEST, 72.26 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 396.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°14'29" WEST, 384.12 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1590.00 FEET, AN ARC DISTANCE OF 437.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°02'33" WEST, 435.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 246.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°32'21" WEST, 243.91 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 606.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°58'58" WEST, 573.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°52'44" WEST, 55.52 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET, AN ARC DISTANCE OF 316.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°49'06" WEST, 310.24 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1245.00 FEET, AN ARC DISTANCE OF 461.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°22'15" WEST, 458.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 17°59'02" WEST, 126.12 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 790.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°24'26" EAST, 790.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 401.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°57'21" EAST, 401.15 FEET; THENCE SOUTH 61°05'22" EAST, 38.30 FEET; THENCE SOUTH 16°05'22" EAST, 6.76 FEET; THENCE NORTH 73°54'38" EAST, 83.62 FEET; THENCE NORTH 16°05'22" WEST, 3.14 FEET; THENCE NORTH 28°54'38" EAST, 43.41 FEET, TO THE POINT OF BEGINNING.

CONTAINING 43.83 ACRES, MORE OR LESS.



Twin Creeks North Parcel 12

## PARCEL 12

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 1024.44 FEET; THENCE NORTH 83°56'37" WEST, 70.36 FEET; THENCE NORTH 38°56'37" WEST, 195.08 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 962.00 FEET, AN ARC DISTANCE OF 560.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°37'42" WEST, 552.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 813.00 FEET, AN ARC DISTANCE OF 84.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°20'33" WEST, 84.26 FEET; THENCE NORTH 50°09'43" EAST, 50.67 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 768.00 FEET, AN ARC DISTANCE OF 207.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60°19'55" WEST, 206.57 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 775.00 FEET, AN ARC DISTANCE OF 273.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°54'18" WEST, 271.99 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 775.00 FEET, AN ARC DISTANCE OF 827.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°42'14" WEST, 789.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 337.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°06'09" EAST, 336.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1300.00 FEET, AN ARC DISTANCE OF 511.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°34'40" EAST, 508.08 FEET; THENCE SOUTH 62°38'17" EAST, 187.13 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 542.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD

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BEARING AND DISTANCE OF SOUTH 40°26'43" EAST, 528.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 485.00 FEET, AN ARC DISTANCE OF 229.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°48'43" EAST, 227.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°22'16" EAST, 41.05 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 70.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°24'44" EAST, 69.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 64.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53°10'54" EAST, 63.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 405.00 FEET, AN ARC DISTANCE OF 114.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 32°49'52" EAST, 113.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 120.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°05'52" EAST, 118.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°26'34" EAST, 10.12 FEET; THENCE SOUTH 24°33'26" WEST, 265.99 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 385.00 FEET, AN ARC DISTANCE OF 172.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°21'34" WEST, 170.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°09'43" WEST, 815.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.02 ACRES, MORE OR LESS.



Twin Creeks North Parcel 13

PARCEL NO. 13 OVERALL

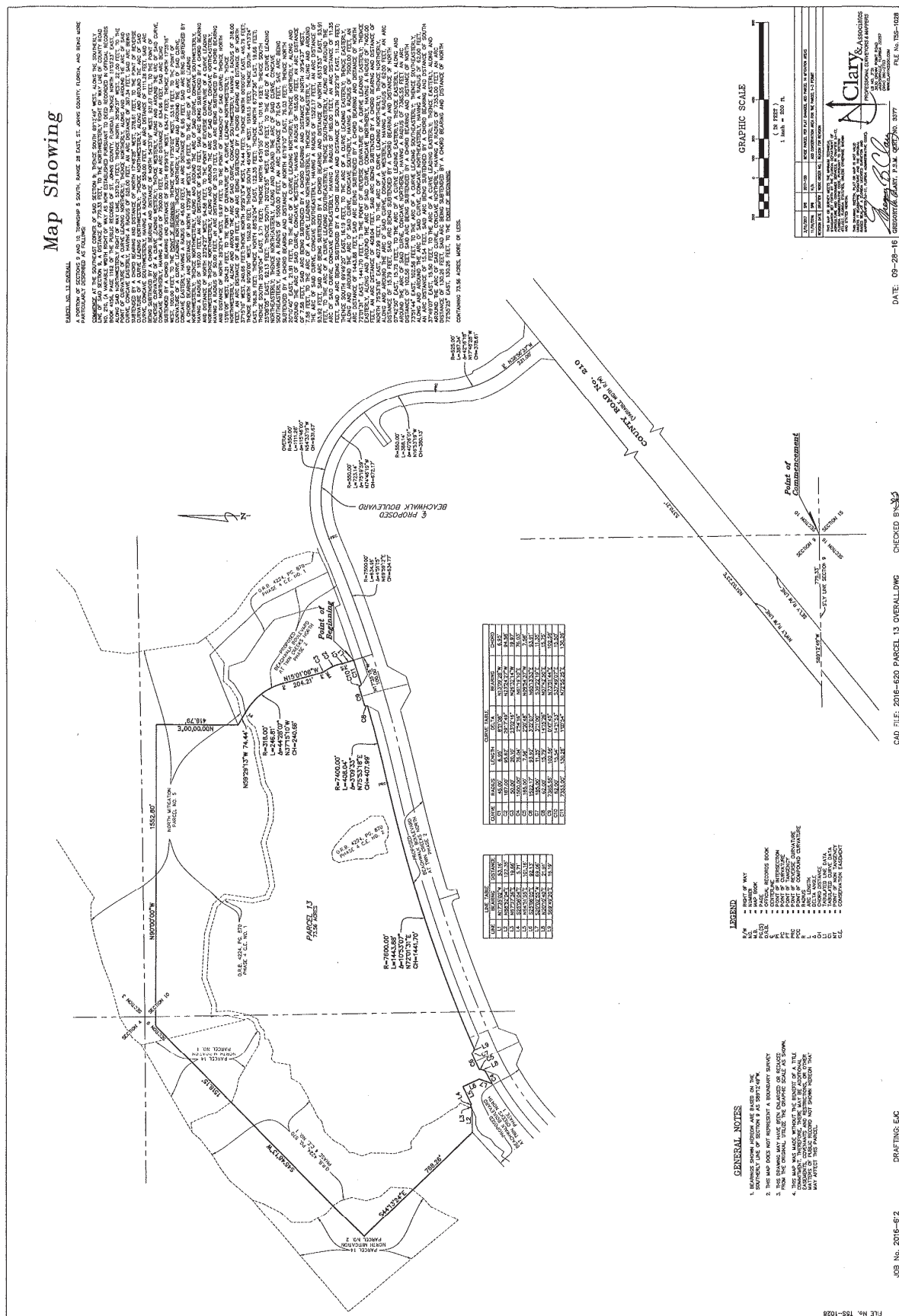
A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.33 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 5370.21 FEET; THENCE NORTH 38°56'37" WEST, 221.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 387.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°48'28" WEST, 378.61 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 1111.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°33'19" WEST, 931.67 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7500.00 FEET, AN ARC DISTANCE OF 634.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°59'12" WEST, 634.77 FEET; THENCE NORTH 17°35'16" WEST, 100.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 17°35'02" WEST, 53.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 6.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°09'28" WEST, 6.95 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 187.00 FEET, AN ARC DISTANCE OF 95.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°24'27" WEST, 94.58 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 20.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°32'14" WEST, 19.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°01'06" WEST, 204.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 318.00 FEET, AN ARC DISTANCE OF 246.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°15'10" WEST, 240.66 FEET; THENCE NORTH 59°29'13"W WEST, 74.44 FEET; THENCE NORTH 00°00'00" EAST, 416.79 FEET; THENCE NORTH 90°00'00" WEST, 1552.80 FEET; THENCE SOUTH 45°48'13" WEST, 1518.15 FEET; THENCE

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SOUTH 44°13'24" EAST, 768.26 FEET; THENCE NORTH 88°52'04" EAST, 122.35 FEET; THENCE NORTH 67°37'36" EAST, 19.66 FEET; THENCE SOUTH 25°08'04" EAST, 5.71 FEET; THENCE NORTH 64°51'55" EAST, 101.16 FEET; THENCE SOUTH 25°08'05" EAST, 92.13 FEET; THENCE SOUTH 20°02'55" WEST, 69.06 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 76.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°19'10" EAST, 76.03 FEET; THENCE NORTH 20°10'40" EAST, 21.91 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 185.00 FEET, AN ARC DISTANCE OF 7.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°54'37" WEST, 7.58 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1522.17 FEET, AN ARC DISTANCE OF 93.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°13'53" EAST, 93.91 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 185.00 FEET, AN ARC DISTANCE OF 11.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°22'19" EAST, 11.35 FEET; THENCE SOUTH 69°49'20" EAST, 16.19 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 1443.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°01'31" EAST, 1441.70 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 408.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°53'18" EAST, 407.99 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°42'50" EAST, 15.75 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7385.55 FEET, AN ARC DISTANCE OF 102.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°51'44" EAST, 102.58 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°49'07" EAST, 15.50 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7353.00 FEET, AN ARC DISTANCE OF 130.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°55'25" EAST, 130.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 73.56 ACRES, MORE OR LESS.



Twin Creeks North Parcel 14

PARCEL NO. 14 OVERALL

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°12'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.33 FEET, TO THE NORTHWESTERLY R/W LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY R/W LINE, 5370.21 FEET; THENCE NORTH 38°56'37" WEST, 221.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 387.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°48'28" WEST, 378.61 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 636.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°48'22" WEST, 601.26 FEET; THENCE NORTH 27°03'36" EAST, 100.00 FEET, TO THE POINT OF BEGINNING AND THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 561.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°41'21" WEST, 544.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7445.00 FEET, AN ARC DISTANCE OF 6.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°35'12" WEST, 6.54 FEET; THENCE SOUTH 05°05'45" WEST, 29.69 FEET; THENCE SOUTH 71°36'21" WEST, 27.26 FEET; THENCE SOUTH 66°13'30" WEST, 111.40 FEET; THENCE NORTH 26°42'47" WEST, 370.50 FEET; THENCE NORTH 43°32'38" WEST, 375.32 FEET; THENCE NORTH 11°42'06" WEST, 600.69 FEET; THENCE NORTH 13°35'30" EAST, 1084.69 FEET; THENCE NORTH 58°04'39" EAST, 1116.28 FEET; THENCE SOUTH 22°29'12" EAST, 1586.21 FEET; THENCE SOUTH 29°37'14" EAST, 774.19 FEET; THENCE SOUTH 70°48'04" WEST, 825.37 FEET; THENCE SOUTH 27°03'36" WEST, 406.61 FEET, TO THE POINT OF BEGINNING.

CONTAINING 85.15 ACRES, MORE OR LESS

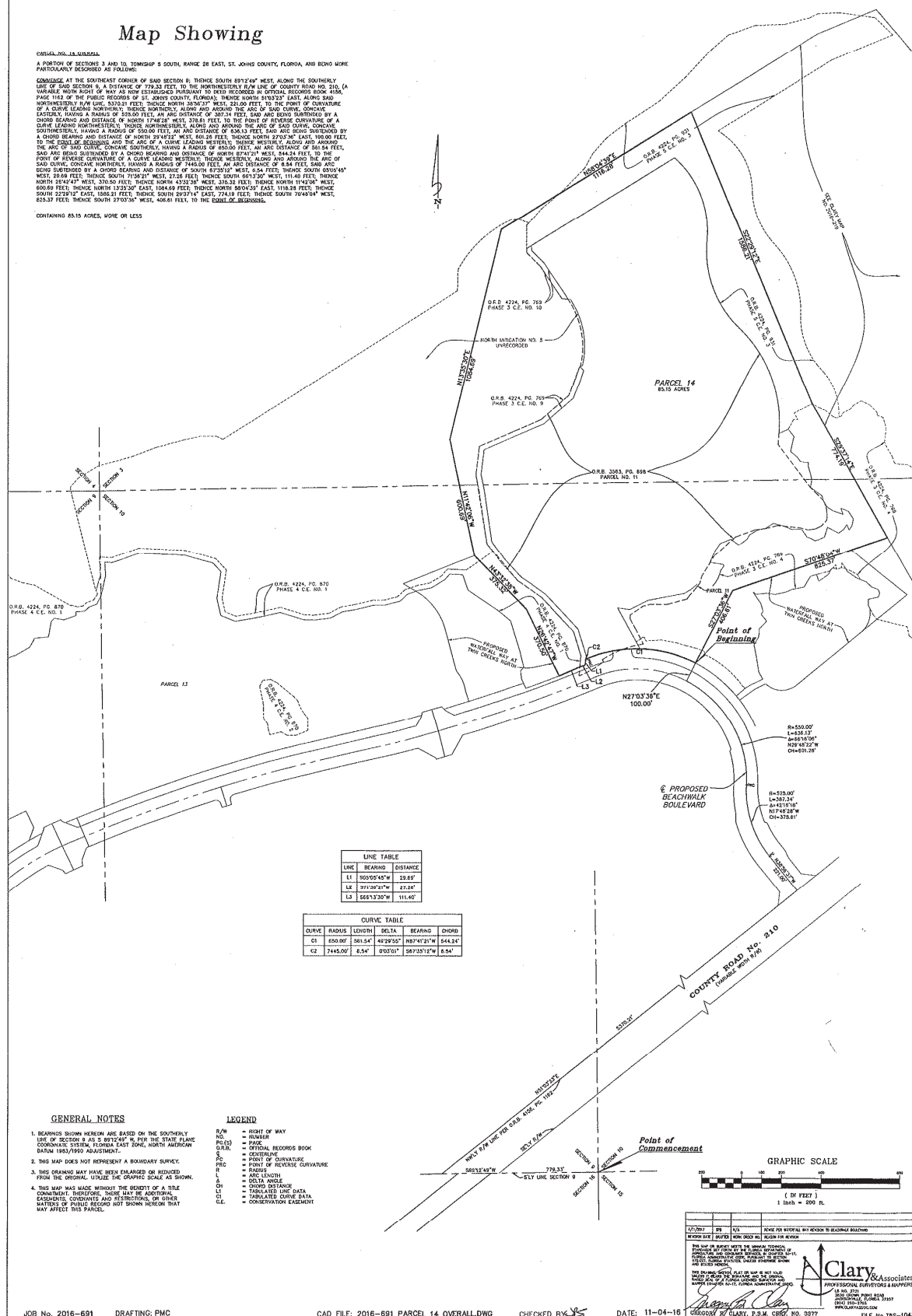
4842-1233-9259.2  
49158/0003

## PAPERED NO. 18, 6350911

A PORTION OF SECTIONS 3 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

<sup>1</sup> 0001438800 88 18 10000 10000 00 1550



### GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY  
LINE OF SECTION 9 AS S 89°24'40" W, PER THE STATE PLAT  
COORDINATE SYSTEM, FORTUNA EAST TOWNE, NORTH AMERICA  
DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS GRADING MAY HAVE BEEN ENLARGED OR REDUCED  
FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE  
COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL  
EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER  
MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT  
MAY AFFECT THIS PROPERTY.

LEGEND

R/W	= RIGHT OF WAY
NO.	= NUMBER
PG.(S)	= PAGE
Q.R.R.	= OFFICIAL RECORDS BOOK
Q	= CENTERLINE
PC	= POINT OF CURVATURE
PRC	= POINT OF REVERSE CURVATURE
R	= RADIUS
L	= ARC LENGTH
$\Delta$	= DELTA ANGLE
CH	= CHORD DISTANCE
L1	= TABULATED LINE DATA
CI	= TABULATED CURVE DATA
CT	= OBSERVATION AGREEMENT

Point of Commencement

GRAPHIC SCALE

100 200 400

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible]

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIFTH AMENDMENT TO THE DECLARATION  
OF MAINTENANCE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
TWIN CREEKS RECREATIONAL LAKE FACILITY**

THIS FIFTH AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY (this “**Fifth Amendment**”) is made on this 27<sup>th</sup> day of December, 2018, by TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the “**Declarant**”).

**RECITALS**

A. The Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility was recorded in Official Records Book 4219, Page 1093 (the “**Original Declaration**”), as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4223, Page 1498 (the “**First Amendment**”), the Second Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4303, Page 1929 (the “**Second Amendment**”), and Third Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4407, Page 1980 (the “**Third Amendment**”), and the Fourth Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4444, Page 1943 (the “**Fourth Amendment**”) all of the Public Records of St. Johns County, Florida. The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall be referred to as the “**Declaration**.”

B. Pursuant to Article X, Section 5 of the Declaration, so long as there is a Class B Membership, Declarant has the right to amend the Declaration without the consent of the Members or the consent of any mortgage lenders.

C. The Declarant is the Class B Member.

D. Declarant desires to amend the Declaration as more particularly set forth herein.

4833-5204-2614.2  
49158/0001

NOW THEREFORE, the Declaration is hereby amended and supplemented as provided herein.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this Fifth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Amendment. Article VIII, Section 3 of the Declaration is hereby amended as follows:

Section 3. Declarant. An easement is reserved over the Recreational Lake Facility in favor of (i) the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of Twin Creeks and (ii) the Declarant for the purpose of construction of improvements to the Recreational Lake Facility, and (iii) Builders for the purpose of sales and marketing of the homes and Lots within Twin Creeks provided, however, that the Builders shall not be entitled to exercise such easement until Declarant has notified the Builders that construction on the Recreational Lake Facility has been completed. In addition, the Declarant shall also have the right to keep any entry gate open to provide access to the Recreational Lake Facility by the public for sales and marketing of the homes and Lots within Twin Creeks by Declarant and Builders. The easements created by this Section shall be broadly construed and supplement other rights of the Declarant and Builders herein, running with the land until such time as the Declarant and Builders no longer own any Parcels or Lots in the Property and all of the Declarant's obligations hereunder are satisfied.

4. Ratification. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. Covenant. This Fifth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in St. Johns County, Florida.

IN WITNESS WHEREOF, the Declarant has executed this Fifth Amendment as of the date set forth above.

**WITNESSES:**

**“DECLARANT”**

**TWIN CREEKS DEVELOPMENT  
ASSOCIATES, LLC**, a Florida limited  
liability company

Print Name: Bryan Kinsey

Print Name: Derek Prince

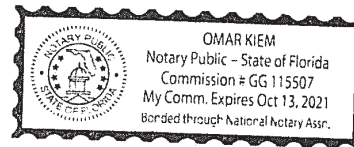
By: John T. Kinsey  
Print Name: John T. Kinsey  
Title: Manager

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2018, by John T. Kinsey, as Manager of TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced NA as identification].

Notary Public  
Print Name:

My Commission Expires:



UPON RECORDING RETURN TO:  
Brett Kinsey, Esq.  
Nelson Mullins Broad and Cassel  
1905 NW Corporate Blvd, Suite 310  
Boca Raton, Florida 33431

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**SIXTH AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
TWIN CREEKS RECREATIONAL LAKE FACILITY**

THIS SIXTH AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TWIN CREEKS RECREATIONAL LAKE FACILITY (this "**Sixth Amendment**") is made on this 2<sup>nd</sup> day of March, 2020, by TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company (the "**Declarant**").

**RECITALS**

A. The Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility was recorded in Official Records Book 4219, Page 1093 (the "**Original Declaration**"), as amended by the First Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4223, Page 1498 (the "**First Amendment**"), the Second Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4303, Page 1929 (the "**Second Amendment**"), and Third Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4407, Page 1980 (the "**Third Amendment**"), the Fourth Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility, recorded in Official Records Book 4444, Page 1943 (the "**Fourth Amendment**"), and the Fifth Amendment to the Declaration of Maintenance Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4660, Page 692 (the "**Fifth Amendment**"), all of the Public Records of St. Johns County, Florida. The Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment shall be referred to as the "**Declaration**."

B. Pursuant to Article X, Section 5 of the Declaration, so long as there is a Class B Membership, Declarant has the right to amend the Declaration without the consent of the Members or the consent of any mortgage lenders.

C. The Declarant is the Class B Member.

4819-5324-7368 v.4 149158/00001

D. Declarant desires to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, the Declaration is hereby amended and supplemented as provided herein.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this Sixth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this Sixth Amendment and the Declaration, this Sixth Amendment shall control. Whenever possible, this Sixth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Amendment. Article I, Section 5 of the Original Declaration (as affected by Section 2 of the First Amendment) is hereby amended as follows:

“Builder” shall mean any person or entity that purchases ~~more than one Lot one (1) or more Lot(s)~~ within a Neighborhood for the purpose of constructing a residential dwelling thereon for sale to a third party purchaser; or for the purpose of selling such Lot(s) to a person or entity that will construct Homes on such Lot(s) for sale to third party purchasers. “Builder” shall include ~~including~~ without limitation (i) Lennar Homes, LLC, a Florida limited liability company, (ii) TCV, (iii) Pulte Home Company, LLC, a Michigan limited liability company, (iv) Drees Homes of Florida, Inc., a Florida corporation, (v) Vintage Estate Homes LLC, a Florida limited liability company, (vi) Americrest Luxury Homes, LLC, a Florida limited liability company, (vii) Dream Finders Homes, LLC, a Florida limited liability company, (ix) DFC Beachwalk, LLC, a Florida limited liability company, (x) Encore Beachwalk 13, LLC, a Florida limited liability company, (ix) LGI Homes – Florida, LLC, a Florida limited liability company, and (xi) TFCC Jacksonville Beach LLC, a Florida limited liability company.

4. Covenant. This Sixth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in St. Johns County, Florida.

IN WITNESS WHEREOF, the Declarant has executed this Sixth Amendment as of the date set forth above.

WITNESSES:

“DECLARANT”

**TWIN CREEKS DEVELOPMENT  
ASSOCIATES, LLC**, a Florida limited  
liability company

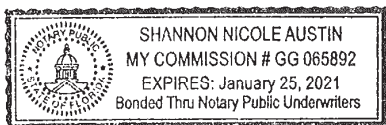
John B Kinsey  
Print Name: John B Kinsey

By: John T Kinsey  
John T. Kinsey, Manager

Shannon Austin  
Print Name: Shannon Austin

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of February, 2020, by John T. Kinsey, as Manager of TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company. He has produced \_\_\_\_\_ as identification.



Shannon Austin  
Notary Public State of Florida

**This Instrument Prepared By:**

Jennifer M. Lawton, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CREEKSIDE AT TWIN CREEKS**

This Declaration of Covenants, Conditions and Restrictions is hereby made by **TWIN CREEKS VENTURES LLC, a Florida limited liability company**, whose mailing address is One Town Center Road, Suite 600, Boca Raton, Florida 33486.

**WITNESSETH:**

Twin Creeks Ventures LLC is the owner in fee simple of the property described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

Twin Creeks Ventures LLC for purposes of this Declaration will be the Declarant; and

Twin Creeks Ventures LLC intends, but shall not be required, to develop the Property as a residential community and to construct homes upon the property described in Exhibit "A", provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the real property described in Exhibit "A", and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

**ARTICLE I**

**DEFINITIONS**

The following words and terms when used in this Declaration or any supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of Creekside at Twin Creeks Homeowners' Association, Inc., a not-for-profit Florida corporation, attached hereto as Exhibit "B", and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

4843-2913-6419.14  
49158/0001

Section 2. "Assessments" shall mean all Regular or Annual Assessments, Special Assessments and Individual Assessments described in Article VI hereof, and the Recreational Lake Facility Assessments.

Section 3. "Association" shall mean Creekside at Twin Creeks Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 4. "Builder" shall mean any person or entity that purchases more than one Lot from the Declarant for the purpose of constructing Homes on such Lots for sale to third party purchasers.

Section 5. "Bylaws" shall mean the Bylaws of Creekside at Twin Creeks Homeowners' Association, Inc., attached hereto as Exhibit "C" and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 6. "CDD" shall mean the Creekside at Twin Creeks Community Development District.

Section 7. "Creekside at Twin Creeks" or "Community" means the planned community planned for development upon the Property (as hereinafter defined) or any property annexed as provided herein; the said being within St. Johns County, Florida.

Section 8. "Common Area" is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include entrance features, recreational facilities, rights of way, street lighting, signage, landscape buffers, upland wetland buffers and open space or parks. Any property conveyed to the Association in accordance with this Declaration, including water management systems and wetlands, shall also become Common Area. Any easements granted to the Association in accordance with this Declaration, shall be deemed Common Area but used solely for the purpose which such easement is intended.

Section 9. "County" shall mean St. Johns County, Florida.

Section 10. "Declarant" shall mean TWIN CREEKS VENTURES LLC, a Florida limited liability company, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of St. Johns County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 11. "Declaration" shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 12. "Development Period" shall mean the period of time until the Declarant and the Builders have sold the last Lot within the Property with a completed Home, or any property annexed to the

Property and becoming a part of the Property as provided herein, to a third party purchaser other than a Builder.

Section 13. "Home" shall mean a single family dwelling constructed upon and including a Lot.

Section 14. "Institutional First Mortgage" shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 15. "Institutional First Mortgagee" shall mean a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 16. "Lot" is a designated lot within the property described on any Plat of the Property (or any property annexed thereto and becoming a part of the Property) conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 17. "Member" shall mean every person or entity who is a Member in the Association in accordance with Article III, Section 1.

Section 18. "Owner" or "Lot Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 19. "Recreational Lake Facility Association" shall mean the Twin Creeks Recreational Lake Facility Property Owners' Association, Inc., a Florida corporation not for profit.

Section 20. "Recreational Lake Facility Assessments" shall mean any expenses levied as assessments by the Recreational Lake Facility Association with respect to the Community, in accordance with the Recreational Lake Facility Covenants, including without limitation, the Regular or Annual Assessments of the Recreational Lake Facility Association, the Special Assessments of the Recreational Lake Facility Association and the Individual Assessments of the Recreational Lake Facility Association, each as defined in the Recreational Lake Facility Covenants.

Section 21. "Recreational Lake Facility Covenants" shall mean the Declaration of Maintenance, Covenants, Conditions, Restrictions and Easements of Twin Creeks Recreational Lake Facility recorded in Official Records Book 4219, Page 1093 of the Public Records of St. Johns, County, Florida.

Section 22. "Permit" shall mean Environmental Resource Permit or other permits issued for Surface Water or Stormwater Management Systems (hereinafter defined) or wetlands in or adjacent to the Community by the St. John's River Water Management District or the Army Corps of Engineers.

Section 23. "Plat" is the plat or plats of the Property to be recorded in the Public Records of St. Johns County, Florida, as such plats may be amended from time to time. The term Plat shall also

include any plats of property subsequently brought within the jurisdiction of the Association and subject to the terms of this Declaration by annexation.

Section 24. “Property” is the property described in Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 25. “Rules” are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon.

Section 26. “SJRWMD”, “St. Johns River Water Management District” or “WMD” shall mean and refer to the St. Johns River Florida Water Management District.

Section 27. “Surface Water or Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to section 62-330, F.A.C.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in Exhibit “A”, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex in and subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein.

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for, and the proper form of notice of, any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Additional Common Area. The Declarant or the CDD may convey to the Association additional real property, or any interest therein, improved or unimproved, and such conveyance or dedication to the Association shall be accepted by the Association. Additionally, the Declarant may direct a third party to convey to the Association wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, and such conveyance or dedication to the Association shall be accepted by the Association. After any such conveyance to the Association, the additional real property shall become Common Area and shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association.

(d) Withdrawal of Land. Declarant shall be entitled to withdraw portions of the Land owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Land withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw any portion of the Land from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant during the Development Period.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership in the Association. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

### ARTICLE IV

#### VOTING RIGHTS

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

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, Twin Creeks Ventures LLC and its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Class A Member vote, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Three (3) months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers other than Builders;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) as otherwise required by Florida law.

### ARTICLE V

#### PROPERTY RIGHTS

Section 1. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area for the purpose which each

Common Area is intended, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and, in connection therewith, to mortgage said Common Area, provided the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners in this Declaration to use and enjoy the Common Areas. The right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a third party purchaser. No such rights to mortgage shall be effective unless approved by the holders of at least two-thirds (2/3rds) of the votes of the Membership other than the Declarant represented at a duly noticed meeting of Members at which a quorum has been attained. Written notice of the foregoing proposed action must be sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such mortgage is held;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose and subject to such conditions as may be agreed to by the Members. After the expiration of the Class B Membership, no such dedication or transfer, shall be effective unless approved by the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a duly noticed meeting of Members at which a quorum has been attained and an instrument reflecting the same has been recorded in the public records. Written notice of the foregoing proposed action must be sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common service purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith; and

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules;

(h) Access to certain Common Area within the Property may not be accessible by all Owners or Members from their Lot or other Common Area or publicly dedicated streets or properties. An Owner or Member wishing to obtain access to any such Common Areas shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner does not have access or cannot obtain permission to access certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to avoid liability for Assessments related to the inaccessible Common Areas provided for in Article VI of this Declaration. Further, Members shall not have access over or use of easements granted to the Association for maintenance purposes, rather such easements are to be maintained as Common Areas and utilized by the Association as specified in the grant of easement ;

(i) The other provisions of this Declaration, the Articles and Bylaws and restrictions of the CDD.

## Section 2. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title or easement interests, as applicable, to the Common Area has been or will be conveyed and granted to the Association and the Association shall maintain the Common Area. The Association shall be obligated to accept conveyance of or a grant of easement in any Common Areas from the Declarant, the CDD or other third parties as deemed necessary or advisable by Declarant.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, drainage structures, signs, sidewalks, fences, irrigation systems, and other structures, including entry features and recreational facilities, if installed or constructed by the Declarant or the Association, but excepting any public utilities, County improvements, or CDD improvements (which may include reclaimed water lines for irrigation). The Association shall be authorized, but not required, to provide other services, such as emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the Declaration or lawfully adopted Rules of the Association shall be levied as an Individual Assessment against such Owner individually and against such Owner's Lot or Lots. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote or use recreational amenities. The Board of Directors of the Association shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

Section 3. Declarant's Reserved Rights and Builder's Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, Bylaws and Rules after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and

maintenance of cable television, telecommunications, electrical and telephone conduit and lines, sewer lines and facilities, or water pipes, or any other facilities for any other utilities or services to any Lots within the Property or any portion of the Common Area and such other easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant and all Builders shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant and such Builders are engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property. The Declarant and all Builders shall further have an easement over and about the Property, including all Common Areas, for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction, placing and operating construction and sales trailers, and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and all Builders shall further have the right to place marketing signage on Common Areas and Lots they own in the Community, to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's and such Builder's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or any Builder, or their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. In addition, the Declarant, in its sole discretion, shall also have the right to grant each Builder additional rights reserved hereunder to the Declarant for the purpose of constructing Homes in the Community and conducting construction, sales and marketing thereof by executing a non-exclusive, partial assignment of rights in favor of each Builder to be kept in the official records of the Association. The Declarant reserves the right to qualify any such rights granted or assigned to any Builder by limiting size, location, hours of operation or other matters the Declarant deems appropriate in Declarant's sole discretion; and

(e) Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Declarant and other persons set forth in this Declaration; and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency, law enforcement and persons providing essential services to the Community and its Members. Notwithstanding the foregoing, any CDD property within the Community may be subject to use by the public in accordance with the CDD restrictions affecting such property.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the

respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Surface Water or Stormwater Management System for the Property and other property is one integrated system. The Surface Water or Stormwater Management System is intended to be owned, operated and maintained by the CDD, provided, however, the Association may own, operate and maintain the Surface Water or Stormwater Management System or portions thereof if the Permit or obligations thereunder are assigned to the Association by the CDD or any other party as permitted by the St. Johns River Water Management District. The Association may also own, operate and/or maintain upland buffer areas associated with wetlands. Portions of the Property upon which the Surface Water or Stormwater Management System are located shall be deemed CDD property or Common Area and an easement is hereby created over portions of the Property necessary for the surface water drainage and storage, and for the installation and maintenance of the Surface Water or Stormwater Management System for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. An easement is also hereby created over portions of the Property necessary to allow the CDD and/or the Association, as applicable, to maintain wetland areas located adjacent to the Property. The Surface Water or Stormwater Management System for the Property shall be developed, operated, and maintained in conformance with the requirements of the Permit and any other permits or approvals issued by the St. Johns River Water Management District and any other controlling governmental authority. Except as hereafter provided, the CDD shall maintain the entire Surface Water or Stormwater Management System for the Property in accordance with the Permit, including but not limited to all inlets, ditches, lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the CDD, the expense of the same to be charged to the Owners by the CDD. Such maintenance shall be performed in conformance with the requirements of the SJRWMD and any other governmental authority having jurisdiction thereover, and an easement for such maintenance is hereby created therefore. The CDD will have the right, but not the obligation, to maintain any portion of the Surface Water or Stormwater Management System for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The CDD will have the right to enter into agreements with any controlling governmental authority, the Association or any other property owner or association for the common maintenance of the Surface Water or Stormwater Management System serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of the Permit or any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the CDD and the Association will each have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the Surface Water or Stormwater Management System for the Property. If wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, are conveyed to the Association, the Association shall operate and maintain said areas in accordance with all applicable permits of the SJRWMD and any other controlling governmental authority.

Section 7. Recreational Lake Facility. The Community is subject to the provisions of the Recreational Lake Facility Covenants. The Association shall automatically be a member of the Recreational Lake Facility Association as set forth in the Recreational Lake Facility Covenants and each Owner shall have a right to use the facilities described therein. The Recreational Lake Facility Association, through its board, shall have the power and duty to levy the Recreational Lake Facility

Assessments and to enforce collection thereof in the manner provided in the Recreational Lake Facility Covenants.

Section 8. Amenities. The Community may have certain recreational amenities located within and upon the Common Areas for the use and enjoyment of the Owners and their guests, tenants and invitees, subject to the terms and conditions of this Declaration and any Rules and Regulations governing the use of such recreational amenities. In addition, after the completion and opening of the same for use, each Owner shall have the right to use, and shall also have the right to grant, their guests, tenants and invitees the right to use, the Recreational Lake Facility subject to the terms and conditions of the Recreational Lake Facility Covenants. Each Owner, by acceptance of a deed, hereby acknowledges and agrees that such Owner and their guests, tenants and invitees shall have no access to or right to use any other recreational facilities or amenities constructed within the Twin Creeks Development of Regional Impact outside of Creekside at Twin Creeks, and specifically including without limitation, those facilities and amenities to be constructed north of County Road 210, which are not open to the public. Each Builder, by acceptance of a deed to any Lot, hereby covenants and agrees to disclose the foregoing rights and restrictions related to use of amenities and facilities to each of Builder's third party buyers in the purchase and sale agreement for a Home to be constructed on a Lot.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, but subject to such exemptions from assessment and variations in assessments as provided hereinbelow, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (a) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) ("Regular Assessments" or "Annual Assessments"); and (b) any special assessments for improvements, or to fund any deficits between the amount collected for Regular Assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("Special Assessments"); and (c) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("Individual Assessments"); and (d) the Recreational Lake Facility Assessments. All such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular Assessments or Annual Assessments, the Special Assessments, the Individual Assessments and the Recreational Lake Facility Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner, regardless of the manner in which they acquired title to the Lot, shall be jointly and severally responsible with the previous

Owner for all Assessments, interest, late fees, attorneys' fees and costs due to the Association prior to the transfer of title.

**Section 2. Purpose of Assessments.** The Assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water and re-use water charges for the Lots and Common Area billed through the master water meter; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; services for the benefit of the Community and facilities related to the use and enjoyment of the Common Area; and the Association's share of the maintenance cost of the wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, whether such wetland areas are conveyed to the Association, the CDD or other entity. The Association may levy and collect adequate Assessments against Members for the costs of the maintenance and operation of said areas. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot and/or Home in a manner required by the Declaration or the Rules, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as provided by the Declaration or the Rules. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Declaration and the Rules, shall be an Individual Assessment.

**Section 3. Basis of Annual Assessments.** For the first twelve (12) months of operation of the Association, the monthly Assessment shall be the amount as set forth in the estimated operating budget of the Association for the first year of operation. From and after January of the next operating year, the Annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board of Directors of the Association shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

**Section 4. Uniform Rate of Assessment.** Unless otherwise provided for herein, the Annual Assessments, the Special Assessments and the Recreational Lake Facility Assessments must be fixed at a uniform rate for all Lots. Assessments may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly

to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover operating expenses of the Association; PROVIDED that a Special Assessment may not be levied unless the notice of the Board of Directors' meeting at which such Special Assessment will be considered includes a statement that a Special Assessment will be considered and the nature of the Special Assessment. Each Lot shall be responsible for their pro rata share of Special Assessments as provided in Section 4 above, except that Lots owned by Builders shall not be obligated to pay Special Assessments until such Lot has a completed Home constructed thereon. Notice of any Board of Director's meeting at which a Special Assessment will be considered must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Home constructed on a Lot; or b) the occupancy by an Owner of a Home constructed on a Lot; or c) the conveyance of the Lot by the Declarant to any third party purchaser, including a Builder. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the Annual Assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments due from a Member on a specified Lot or Lots have been paid. A reasonable charge may be made by the Board of Directors of the Association or its agent for the issuance of these certificates, not to exceed amounts established by applicable law. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full, may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, with interest, costs and reasonable attorneys' fees, including at all appellate levels, whether or not such suit is instituted, in collection or enforcement to be added to the amount of such Assessment. Additionally, with respect to any Assessments which are not paid within thirty (30) days after the due date, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments

provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a tenant and the Owner is delinquent in the payment of Assessments, the Association may demand from the tenant payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner from a tenant in possession may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the tenant provides the Association with written evidence of making prepaid rent payments, the tenant shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 8. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the Lot, Home and the other improvements situated thereon in a manner satisfactory to the Board of Directors of the Association to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the Home and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject shall be assessed to an Owner as an Individual Assessment; and said Assessment shall be enforced in the same manner as provided for in Section 7. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including without limitation recreation facilities, landscaping or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 9. Subordination of the Lien to Mortgages. The lien securing payment of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens secure an indebtedness payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority or CDD; (b) the Common Area; and (c) any portion of the Property which is designated and/or reserved for easements dedicated and accepted by a governmental authority and devoted to public use.

Section 11. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, as specified in Section 720.308(1)(b), Florida Statutes, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions, income and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its

obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, including Builders, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time.

Section 12. Surface Water and Stormwater Management System. The CDD is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the Surface Water or Stormwater Management System. In the event the Association assumes any obligations for the Surface Water or Stormwater Management System or any obligations under the Permit, the Association may levy and collect adequate Assessments against Members for the costs of maintenance and operation of any or all of the Surface Water or Stormwater Management System (including upland buffers associated with wetlands) through Annual Assessments or other Assessment, if necessary. Such Assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements in accordance with the Permit. If wetland areas located outside of the Community, some or all of which receive drainage outfall from the Property, are conveyed to the Association, the Association may levy and collect adequate Assessments against Members for the costs of the maintenance and operation of said areas, in accordance with all applicable permits of the SJRWMD and any other controlling governmental authority, through Annual Assessments or other Assessment, if necessary.

Section 13. Collection of Recreational Lake Facility Assessments. The Association, as a member of the Recreational Lake Facility Association, shall be obligated to (a) include the Recreational Lake Facility Assessments in the annual budget of the Association; (b) collect the Recreational Lake Facility Assessments from all Lot Owners; and (b) remit all such Recreational Lake Facility Assessments due to the Recreational Lake Facility Association at the intervals required under the Recreational Lake Facility Covenants.

## ARTICLE VII

### CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale By Declarant or a Builder. At the time of the closing of a Lot with a Home by the Declarant or a Builder, each purchaser shall pay to the Association the amount of \$1,000.00 as a contribution to working capital. These monies (hereinafter called “**Capital Contribution**”) shall be the Association’s property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, driveways, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its

approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. If an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; provided, however, if the Owner resubmits the plans and the Owner's plan are still not approved 45 days thereafter, the plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) or the ACC (as hereinafter defined) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans or inspections performed pursuant to Section 4 hereof. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it

shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board of Director's ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a *continuing lien* and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Association (the "ACC"). Any reference in the Declaration, Articles, Bylaws or Rules to the ACC shall mean the Board of Directors of the Association if the Board of Directors of the Association elects not to assign its responsibilities to an ACC. Decisions requiring consent of the ACC shall be made exclusively by the ACC (if so created and the Board of Directors of the Association if the ACC is not created) and such decisions shall be subject to further review or approval by the Board of Directors of the Association.

Section 7. Declarant's and Builder's Exemptions. Notwithstanding anything to the contrary set forth in this Declaration, this Article does not apply to the Declarant. Additionally, notwithstanding

anything to contrary set forth in this Declaration, (i) the Declarant shall have the right to approve any Builder's plans and specifications, elevations, finishes and all other aspects of any work performed by a Builder that would be subject to the approval of the Board of Directors or the ACC under this Article VIII (together the "Approved Plans") or a variance in favor of any Builder in lieu of the Association; and (ii) the Declarant's approval of any such items shall be deemed approval of the Board of Directors, ACC and the Association and such approval may not be revoked or modified by the ACC or the Association. In addition, such Builder may continue to use such Approved Plans, including any variances included within same (with non-material modifications consistent with the Design Guidelines), on any other Lots without resubmission of same for approval by the Declarant, Board of Directors or ACC. In addition, all work completed by Builders shall not be subject to the terms of Section 4 of this Article VIII, and Builders shall not be required to submit any such work to inspection by the Board of Directors of the Association as provided therein. Declarant, during the Development Period, shall have a right, but not the obligation, to inspect work of any Builder at reasonable times upon reasonable notice to insure that same is being constructed in accordance with the Approved Plans.

Section 8. Driveways and Sidewalks. Every Builder or Lot Owner constructing a residence on a Lot shall construct or cause to be constructed, at its expense, a driveway extending from the paved, abutting street to the entrance of the garage of the Home and a sidewalk on or in front of such Lot. Such driveway shall be completed prior to occupancy of the Home. The sidewalk on each Lot shall be constructed in accordance with the subdivision construction plans submitted to and approved by St. Johns County and such sidewalk must be completed prior to issue of a certificate of occupancy. All driveways and sidewalks, and alterations thereto, shall be approved by the Declarant or the ACC.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. Use. No Lot shall be used except for residential purposes, unless otherwise platted and zoned for commercial use. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home and related appurtenances, unless such Lot is designated for commercial use by plat and zoning.

Section 2. Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence or appurtenance to such residence, either temporary or permanent, except for temporary construction trailers, sales trailers or other temporary structures being used by Declarant or any Builder if and as approved by the Declarant.

Section 3. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Pets. No livestock or poultry shall be permitted to be kept, maintained, or bred in any Home or Lot or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors of the Association or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) and two (2) domestic cats, provided such animals are kept in the Home and not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors of the Association shall specifically have the power to either permit

additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board of Directors of the Association such pets shall not cause or be deemed by the Board of Directors of the Association to constitute a nuisance to any other Owner in the reasonable discretion of the Board of Directors of the Association. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules relating to animals and the right to restrict or require removal any such animals determined by the Board of Directors of the Association to constitute a nuisance. In addition, all Owners with pets shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request and if such coverage is not provided as requested herein, the Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage is obtained.

Section 5. Signs. During the Development Period, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one second story window advertising that property is for sale. Once the Development Period has expired, then the size of the signs can be increased to not more than 18" x 24" to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window. Signs used by the Declarant, or permitted by Declarant to be used by any Builder, to advertise the Property or for such other purposes deemed necessary by the Declarant during the Development Period are specifically excluded from the terms of this Section.

Section 6. Waste Removal. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Personal Property. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically required to be permitted by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking and Vehicles. There shall be no parking on the grass within the Property or on any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited within the public view and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No trailer, commercial vehicle, recreational vehicle, boat, rowboat,

canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed by or for the Declarant or Builders or the Association which are necessary in the development and maintenance of the Property or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars) shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved or un-paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, any Builder or their agents, subcontractors, suppliers or consultants. Subject to applicable laws and ordinances, if any vehicle is parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if the vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 9. Water and Sewer. No septic tanks or individual wells will be permitted on any Lot. All Homes constructed on the Lots in the Community shall incorporate water conservation strategies, including the use of low flow plumbing fixtures in the Home.

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association or ACC). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Windows. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. Flags and Banners. No flags or banners other than a flag or banner permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association, will be permitted. The foregoing sentence shall not apply to the Declarant or any Builder.

Section 13. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 14. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or any Builder, and administrative offices of Declarant or any Builder, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, unless the Board of Directors of the Association provides otherwise in the Rules, an Owner may maintain a home business office within a Home for such Owner's personal use, provided, however, that such use shall not involve regular visits from business invitees, customers, employees, regulators and clients and provided further that the Board of Directors may prohibit any such use that it determines, in its sole discretion, does or could disrupt the residential nature of the Community. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center, child care facility, school, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association. The foregoing shall not apply to any platted Lot which is designated for and zoned for commercial use.

Section 15. Communications Equipment. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board of Directors of the Association and shall be governed by the then current rules of the FCC.

Section 16. Fences. No Owner shall be permitted to install a fence to enclose any portion of the Lot without the prior approval of the ACC or Declarant in accordance with Article VIII, which shall approve the material, location and height. Any perimeter fences originally installed by the Declarant or the Association shall be maintained by the Association for the benefit of all Owners. All other fences located on a Lot or approved fences installed by a Builder or an Owner or Owners shall be maintained by the Owner or Owners of such benefitted Lots at such Owner's or Owners' sole cost and expense.

Section 17. Overhead Lines. No Person other than Declarant shall place or maintain any overhead utility or cable television lines within the Community without the prior written approval of the

Declarant, except for temporary lines as required during construction or as otherwise may be required by law. All underground utility lines and lead-in wires for electrical, telephone, and cable television service shall be located at least 12 inches below the surface.

Section 18. Declarant Exemption. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant.

## ARTICLE X

### EASEMENTS

Section 1. Public. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Access. Easements for ingress and egress and for the installation and maintenance of all utilities, surface water management and drainage facilities, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over each Lot and the Common Area in favor of the Association and other entities with maintenance responsibilities related to the same. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home or other improvement, as constructed by the Declarant or Builder on a Lot or any portion of the Common Area, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot or portion of the Common Area shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot or portion of the Common Area by Declarant or any Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot or portion of the Common Area upon which the fence, roof, overhanging roof, or Home or other improvement is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 5. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of (i) the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and (ii) the Declarant and Builders for the purpose of construction of Homes and other improvements therein. In addition, the Declarant and Builders shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the Community and construction of Homes and other improvements, including the right to keep any entry gate open to provide access to the Community by the public for sales and marketing of the homes and use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and Builders shall have an easement to use all portions of the Property, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community. The easements created by this section

shall be broadly construed and supplement other rights of the Declarant and Builders herein, running with the land until such time as the Declarant and such Builders no longer own any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

## ARTICLE XI

### COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Lots and Homes. Each Lot Owner shall be responsible for the maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, including gutters, downspouts and skylights, patios, screens, balconies, tiles, doors (including all framing and casing), any air-conditioning, irrigation or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. The Lot Owner shall obtain the written consent of the Association or ACC, as appropriate, prior to making any modifications requiring approval under Article VIII hereof. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. Lot Owners of Lots backing up to a lake bank will be responsible to maintain the property from their Lot line to the water's edge on the lake bank. All Owners must maintain their front yards to the edge of the adjacent right of way, including any unpaved right-of-way between the pavement and the Lot line. The minimum (though not the sole) standard for the foregoing maintenance shall be consistency with the general appearance of the Property and Lots as initially constructed and otherwise improved, taking into account, however, some degree of normal wear, tear and weathering, but not to the point of unsightliness or deterioration in the discretion of the ACC. Provided, however, such standards shall be uniformly applied. The Board of Directors of the Association reserves the right to adopt more specific standards of maintenance through its Rules. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of each Lot Owner to maintain the grass on the Lot, to regularly cut the grass located on the Lot, to fertilize the lawn of the Lot at least twice per year, or on a schedule to be determined by the Association, and to apply herbicides and pesticides as needed to adequately control weeds and turf destroying insects, each at the Lot Owner's expense. Each Lot Owner shall water and irrigate the lawn as necessary to maintain a lush and living lawn, subject to County water restrictions, and shall promptly replace dead grass with sod, if and when necessary, at the Lot Owner's expense. The minimum (though not the sole) standard for the foregoing shall be the general appearance of the Lot as initially provided by the Declarant or Builder, taking into account natural and orderly growth when properly maintained and trimmed. The Board of Directors of the Association reserves the right to determine whether grass is dead, diseased or damaged and require the Lot Owner to replace it; provided, however, such standards and determinations shall be uniformly applied. All replacement sod shall be of like kind as the grass being replaced. The Association shall have the right but not the obligation to maintain the lawn on the Lots in the event the Lot Owner fails to do so, as required herein, after 14 days written notice from the Association. The Association is hereby granted an easement over and across each Lot for such purpose, and the Lot Owner shall not place any obstruction on the Lot which would impede the Association's access to carry out the rights set forth herein without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass, if necessary. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining or replacing the lawn on the Owner's Lot as an Individual Assessment and shall promptly reimburse the Association within ten (10) days after receipt of

an invoice from the Association for such maintenance. The foregoing lawn maintenance requirements shall not apply to any Lot owned by Declarant or any Builder that does not have a Home constructed thereon as evidenced by a certificate of occupancy or similar approval allowing occupancy of such Home as a single family residence ("Vacant Lot"). All such Vacant Lots shall be periodically mowed or cleared for construction by the Owner of each such Lot. Upon completion or occupancy of a Home or installation of landscaping on a Vacant Lot, such Lot will be subject to the requirements of this Section 2.

Section 3. Landscaping. Each Owner shall be solely responsible for all maintenance of any landscaping installed on the Lot by the Declarant, a Builder, the Association or the Lot Owner, including all landscaping on the Lot required to be maintained on the Lot by any governmental agency. Such maintenance shall include routine trimming, weeding, pruning and mulching of the landscaping as well as routine watering and replacement if and when necessary. The minimum (though not the sole) standard for the foregoing shall be the general appearance of the Lot as initially landscaped by the Declarant or Builder, taking into account natural and orderly growth and maturity of such landscaping when properly maintained and trimmed. The Board of Directors of the Association reserves the right to determine whether any landscaping is dead, diseased or damaged and require the Lot Owner to treat, remove and/or replace it; provided, however, such standards and determinations shall be uniformly applied. The Association shall be responsible for the maintenance of all landscaping within any landscape easement or buffer or landscaping originally installed by the Declarant or by the Association on the Common Areas to comply with governmental requirements. The Association is hereby granted an easement over and across each Owner's Lot for the purpose of maintaining the landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced by the Association will be charged the cost of such work as an Individual Assessment.

Section 4. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Common Areas of the Community, which irrigation system may run both on Lots and Common Area. The cost of maintenance of any irrigation system on a Lot installed by a Builder or Lot Owner shall be assumed by the Lot Owner together with the cost of the water and utilities associated therewith. The Association is hereby granted an easement over and across each Lot Owner's Lot for the purpose of installing and maintaining the Common Area irrigation system, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment, as an Individual Assessment, of any costs related to the repair and/or replacement necessary as a result of any damage done to the Association's Common Area irrigation system, whether on the Owner's Lot or the Common Area, caused by such Owner, any member of such Owner's family, or any guests, invitees, tenants, contractors, workers or agents of such Owner. THE IRRIGATION SYSTEM FOR THE COMMON AREA AND EACH LOT IS INTENDED TO USE RECLAIMED WATER FROM AVAILABLE SOURCES. RECLAIMED WATER HAS RECEIVED BASIC DISINFECTION AND A DEGREE OF TREATMENT AT A WASTEWATER TREATMENT FACILITY. RECLAIMED WATER MAY BE USED FOR LIMITED PURPOSES, INCLUDING IRRIGATION, BUT SUCH WATER DOES NOT QUALIFY AS POTABLE WATER UNDER APPLICABLE GOVERNMENTAL REGULATIONS AND THEREFORE IT SHOULD NOT BE CONSUMED OR USED AS DRINKING WATER.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane,

tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief.

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted every five to seven years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed not less than every three years. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the ACC. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

## ARTICLE XII

### COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. Approval. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area or dedication of Common Area as permitted in this Declaration; a material change in the method of determining the Assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; or the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. Rights. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Institutional First Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. Priority. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Assessments. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action and prosecuted such foreclosure action to final judgment and sale within twelve months of the filing thereof. 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 that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. Notice of Default. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

Section 6. Exemptions. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

## ARTICLE XIII

### LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and provided to the Association prior to a tenant's possession of the Home. No lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The number of occupants must comply with applicable codes regarding the size of the Home. The tenant and all occupants, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to seek injunctive relief against the tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not

enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

## ARTICLE XIV

### WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water or Stormwater Management System. The CDD is intended to exist in perpetuity; however, in the event of termination, dissolution or final liquidation of the CDD, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. The Association may accept such transfer if approved by the St. Johns River Water Management District.

Section 2. Amendments Pertaining to Surface Water or Stormwater Management System. Any amendment to the Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. Surface Water or Stormwater Management. The CDD shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater Management capabilities as permitted by the St. Johns River Water Management District. The CDD shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. No Owner shall do anything to adversely affect the Surface Water or Stormwater Management System and drainage of the Property without the prior written approval of the CDD, the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or any Builder or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or a Builder, and neither the Association nor the CDD, shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Surface Water or Stormwater Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted unless required or permitted by the St. Johns River Water Management District. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas or any component of the Surface Water or Stormwater Management System for maintenance, repair or landscaping purposes by the Declarant, the CDD, the Association, the St. Johns River Water Management District or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage

areas that have been or may be created without the prior written consent of the CDD and St. Johns River Water Management District. If such actions are permitted by the Permit and WMD, the Declarant, Association or CDD may draw water for irrigation or other purposes from any water management area. If the Permit, or any other permit issued by the St. Johns River Water Management District or any other controlling governmental authority requires monitoring or maintenance of wetland mitigation areas, the CDD (or the Association if such wetland mitigation areas are conveyed to the Association as common area) shall allocate sufficient funds in its annual operating budget to complete such monitoring or maintenance until St. Johns River Water Management District and any other applicable controlling governmental authority, as applicable, determines that areas are successful in accordance with the Permit or other applicable permits.

Section 4. Rights of WMD. St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 5. WMD Permit. A Notice of Permit shall be recorded in the public records of the County. Copies of such Notice, the Permit and any future permit actions of the WMD shall be maintained by the Registered Agent of the CDD for the benefit of the CDD, Association and St. Johns River Water Management District.

Section 6. Conservation Easements. Subject to any existing rights of record as of the date of the recording of any conservation easement, the following acts and activities are expressly prohibited within the boundaries of any conservation easements without the prior written consent of the St. Johns River Water Management District or other grantee of such conservation easements: (i) construction or placing of buildings, roads, signs, billboards, or other advertising structures on or other structures on or above the ground, (ii) construction or placing of utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization, (iii) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials, (iv) removal, mowing, or trimming of trees, shrubs or other vegetation, (v) application of herbicides, pesticides, or fertilizers, (vi) excavation, dredging or removal of loan, peat, gravel, soil rock or other material substances in such a manner as to affect the surface, (vii) surface use except for purposes that permit the land or water areas to remain in its natural condition, (viii) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and (ix) acts or uses detrimental to such retention of land or water areas. Conservation signage and any witness monuments shall not be removed from the area of the conservation easement. No owner of property within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easement described in the Permit and Plat, unless prior written approval from the St. Johns River Water Management District is received.

Section 7. Littoral Areas. The ponds and wetlands within the Community and/or located outside of the Community may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the St. Johns River Water Management District. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp. The CDD may be responsible for the annual monitoring, if required by the Permit, and maintenance, including removal, of exotic nuisance plant species which may be located within the Surface Water or Stormwater Management System in accordance with the Permit and County code.

Lot Owners whose Lot back to a lake bank shall be responsible to maintain the property from the Lot line to the water's edge on the lake bank in accordance with all applicable Permit and County code regulations.

## ARTICLE XV

### INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Area. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas, improvements located thereon and the personal property owned by the Association, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas, improvements located thereon and the personal property owned by the Association shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risks as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas, improvements located thereon and the personal property owned by the Association is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include “severability of interest” in its terms, a specific endorsement must be obtained to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas, improvements located thereon and the personal property owned by the Association and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen’s Compensation Insurance. The Association shall obtain workmen’s compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association’s Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Declarant, Association or any Lot Owner shall have the right to enforce, by

proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, rights and obligations now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, any Owner may petition the Circuit Court for the appointment of a receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, and subject to such limitations as provided by law, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms this Declaration may be amended by consent of not less than two-thirds of the votes of the Members present at a duly noticed meeting called for the purpose of voting on the amendment at which a quorum has been attained. In the event a meeting called for the purpose of amending the Declaration does not attain the required quorum, such meeting shall be adjourned and noticed to be reconvened in not more than 30 days. If the Association is still not able to attain a quorum at the second duly noticed meeting, the Association may again adjourn the meeting and notice the meeting for a third time to be reconvened within 30 days, provided at the third meeting, the quorum requirement shall be reduced by one-half to 15% of the Members attending in person or by proxy. The amendment may then be approved by two-thirds of the votes of the Members present at the meeting with the reduced quorum requirement. If the quorum is attained at the third noticed meeting and the amendment is not approved at such meeting or if the quorum is not attained, the amendment may not be brought before the Membership again for at least 90 days. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Surface or Stormwater Management System must receive prior written approval of the St. Johns River Water Management District. Any amendments must be properly executed and recorded in the Public Records of the County. Notwithstanding any provision of this Declaration to the contrary, no amendment to this Declaration that materially affects any right, privilege, duty or obligation of Declarant shall be adopted or effective without the written joinder and consent of Declarant.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or the Owner's family members, guests, contractors, invitees tenants, occupants or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

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

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses at such hearing.

(c) Amounts: The Board of Directors of the Association (if the committee's findings are made against the Owner) may impose an Individual Assessment against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which is of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violation which is of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

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

(e) Collection of Fines. Subject to the limitations of Section 720.305, Florida Statutes, fines shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

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

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, including the suspension of rights in accordance with Section 720.305, Florida Statutes; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there has been built within the Property any structure which is in violation of this Declaration, or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of the Owner's family members, guests, invitees, contractors, tenants or occupants, or (b) any portion of the Lot and/or Home owned by an Owner or any structure on such Owner's Lot has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Lot and/or improvements where such violation occurred is restored to the same condition in which it existed (or

should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys' fees incurred by the Association shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B Membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause or payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 15. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. TO THE EXTENT PERMITTED BY LAW, THE ASSOCIATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANIES OTHER THAN THE CABLE TELEVISION, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH THE ASSOCIATION. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 16. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, 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 BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, OCCUPANTS, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(b) 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, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES

OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF 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 SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS AND AFFILIATES, EACH OF WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND SUBCONTRACTORS (TOGETHER THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, IF ANY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES, IF INSTALLED, MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AND SALES AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO ACQUIRE, IMPROVE, SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 18. Noise. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT BECAUSE OF THE PROXIMITY OF THE COMMUNITY TO AN ACTIVE RAILROAD, VIBRATION AND/OR NOISE FROM THE RAILROAD (AND THE TRAINS ON THE RAILROAD TRACKS) MAY BE DETECTABLE BUT SUCH VIBRATION AND/OR NOISE SHALL NOT BE DEEMED A NUISANCE HEREUNDER ON GENERALLY UNDER THE LAW. BY ACQUIRING TITLE TO A LOT, EACH OWNER (FOR ITSELF, AND ON BEHALF OF EACH OWNER'S HEIRS, SUCCESSORS AND ASSIGNS) SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH VIBRATION AND/OR NOISE RESULTING FROM THE PROXIMITY TO, AND ACTIVITIES ON, THE NEARBY RAILROAD, AND TO HAVE FULLY RELEASED THE LISTED PARTIES AND THE ASSOCIATION (AS DEFINED IN SECTIONS 16 AND 17 ABOVE) FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

Section 19. Notices and Disclaimers as to Water Bodies. THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY WITHIN THE PROPERTY AND, ALL PERSONS USING SAME DO SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY LIVE, HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 20. Water Levels. ALL LAKES, PONDS, CREEKS, STREAMS OR OTHER WATER BODIES WITHIN THE PROPERTY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES OUT THE CONTROL OF THE LISTED PARTIES, THE WATER LEVELS IN ANY SUCH WATER BODY, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF SUCH WATER BODIES WITHIN THE PROPERTY. THESE WATER LEVEL FUNCTIONS AND CHANGES IN THE APPEARANCE OF THE WATER BODIES WITHIN THE PROPERTY ARE CONSIDERED NORMAL OCCURRENCES. NONE OF THE LISTED PARTIES HAS CONTROL OVER SUCH WATER LEVEL FLUCTUATION OR ASSOCIATED IMPACTS TO PLANT GROWTH IN ANY OF THE WATER BODIES WITHIN THE PROPERTY. THEREFORE, THE LISTED PARTIES ARE HEREBY RELEASED FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN

ANY MANNER TO ANY OF THE WATER BODIES WITHIN THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS.

Section 21. Twelve Mile Swamp Conservation Area. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE TWELVE MILE SWAMP CONSERVATION AREA ("TMSCA") AND THAT THE SJRWMD TEN-YEAR RESOURCE MANAGEMENT PLAN FOR THE TMSCA PROVIDES FOR PRESCRIBED BURNING WITHIN CERTAIN PORTIONS OF THE TMSCA, SILVICULTURAL GUIDELINES, AND FOREST RESOURCE MANAGEMENT TECHNIQUES THAT MAY RESULT IN INTENSE HEAT, HEAVY SMOKE AND AIRBORNE ASH IN OR AROUND THE COMMUNITY. EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY. EACH OWNER, OCCUPANT AND USER SHALL HEREBY ASSUMES ALL RISKS ASSOCIATED WITH SUCH ACTIVITIES IN THE TMSCA, INCLUDING, BUT NOT LIMITED TO, THE RISK OF PROPERTY DAMAGE. THE LISTED PARTIES ARE HEREBY RELEASED FROM AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), LIABILITY, CLAIMS OR EXPENSES ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES. ANY USE OR OCCUPANCY OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING. THIS ACKNOWLEDGMENT IS A MATERIAL INDUCEMENT TO DECLARANT AND BUILDERS TO ACQUIRE, IMPROVE, SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 22. Community Development District. Each Owner is hereby advised that the Community and the Lots are within the Creekside at Twin Creeks Community Development District ("CDD"). THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE LOTS. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO (i) ASSESSMENTS OF THE ASSOCIATION UNDER THIS DECLARATION AND (ii) COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, Twin Creeks Ventures LLC, a Florida limited liability company, has executed this Declaration, this 14 day of June, 2016.

Signed, sealed and delivered

Twin Creeks Ventures LLC, a Florida limited liability company

in the presence of:

Zelma M. Quigley  
Name: Zelma M. Quigley

By:

John T. Kinsey, Manager

John Barrett Kinsey  
Name: John Barrett Kinsey

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PALM BEACH )

The foregoing instruction was acknowledged before me this 14 day of June, 2016, by John T. Kinsey, as Manager, of TWIN CREEKS VENTURES LLC, a Florida limited liability company, on behalf of said Corporation. The foregoing person is personally known to me.

My Commission Expires:

Zelma M. Quigley  
Name: Zelma M. Quigley  
Notary Public, State of Florida at Large

**JOINDER**

Creekside at Twin Creeks Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 1951 Northwest 19th Street, Boca Raton, Florida 33431, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Creekside at Twin Creeks and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

**In Witness Whereof**, Creekside at Twin Creeks Homeowners' Association, Inc., has executed this Joinder on this 14 day of June, 2016.

Signed, sealed and delivered  
in the presence of:

Creekside at Twin Creeks Homeowners'  
Association, Inc.

Zelica M. Quigley  
Name: Zelica M. Quigley

By: John T. Kinsey  
Name: John T. Kinsey  
Title: President  
(Corporate Seal)

John Barrett Kinsey  
Name: John Barrett Kinsey

STATE OF FLORIDA )  
 )  
COUNTY OF ) :SS.

The foregoing instruction was acknowledged before me this 14 day of July 2016, by John T. Kinsey, as President of Creekside at Twin Creeks Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.

Zelica M. Quigley  
Name: Zelica M. Quigley  
Notary Public, State of Florida  
at Large

My Commission Expires:

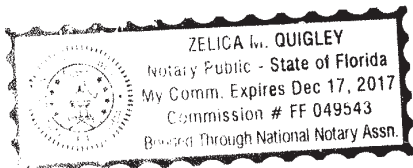


EXHIBIT "A"

PROPERTY

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## PARCEL 1

A PORTION OF SECTIONS 10, 11 AND 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY (SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY); THENCE NORTH 89°33'57" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 5363.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID SECTION 14; THENCE NORTH 01°04'11" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 14, A DISTANCE OF 2363.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°42'34" WEST, 125.74 FEET; THENCE SOUTH 88°31'52" WEST, 252.15 FEET; THENCE NORTH 25°15'19" WEST, 80.96 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 53.00 FEET, AN ARC DISTANCE OF 15.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°44'16" WEST, 15.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°13'14" WEST, 157.48 FEET; THENCE NORTH 62°52'06" WEST, 22.99 FEET; THENCE NORTH 26°36'18" EAST, 99.85 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 170.05 FEET, AN ARC DISTANCE OF 213.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°35'21" WEST, 199.60 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01°01'23" WEST, 326.58 FEET; THENCE NORTH 83°07'23" WEST, 18.84 FEET; THENCE NORTH 34°48'08" WEST, 23.20 FEET; THENCE NORTH 18°28'51" EAST, 44.11 FEET; THENCE NORTH 18°44'41" WEST, 48.80 FEET; THENCE NORTH 47°54'06" WEST, 45.55 FEET; THENCE NORTH 09°13'12" WEST, 49.87 FEET; THENCE NORTH 02°17'20" WEST, 50.91 FEET; THENCE NORTH 74°18'15" WEST, 37.68 FEET; THENCE NORTH 03°01'18" WEST, 65.33 FEET; THENCE NORTH 47°07'13" WEST, 58.25 FEET; THENCE NORTH 24°56'08" WEST, 42.35 FEET; THENCE NORTH 30°20'45" WEST, 47.37 FEET; THENCE SOUTH 69°57'39" WEST, 10.55 FEET; THENCE NORTH 61°12'35" WEST, 38.10 FEET; THENCE NORTH 01°28'58" WEST, 71.57 FEET; THENCE NORTH 27°58'57" EAST, 31.78 FEET; THENCE NORTH 26°50'40" WEST, 43.36 FEET; THENCE NORTH 38°05'52" EAST, 55.12 FEET; THENCE NORTH 19°09'44" WEST, 48.91 FEET; THENCE NORTH 09°40'52" WEST, 82.84 FEET; THENCE NORTH 71°18'58" WEST, 73.95 FEET; THENCE NORTH 21°04'49" WEST, 42.80 FEET; THENCE NORTH 36°48'21" EAST, 33.99 FEET; THENCE NORTH 14°17'59" EAST, 30.85 FEET; THENCE

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NORTH 31°36'48" WEST, 41.22 FEET; THENCE NORTH 32°40'18" WEST, 54.16 FEET;  
 THENCE NORTH 06°17'46" EAST, 51.02 FEET; THENCE NORTH 81°38'17" EAST, 6.30  
 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 NORTHEASTERLY, HAVING A RADIUS OF 410.00 FEET, AN ARC DISTANCE OF  
 109.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF NORTH 45°18'05" WEST, 109.18 FEET TO A POINT OF NON-TANGENCY; THENCE  
 SOUTH 67°45'46" WEST, 18.96 FEET; THENCE NORTH 47°45'26" WEST, 68.99 FEET;  
 THENCE NORTH 46°03'48" WEST, 49.16 FEET; THENCE NORTH 41°46'31" EAST, 41.03  
 FEET; THENCE NORTH 30°38'40" WEST, 13.60 FEET; THENCE SOUTH 62°34'07" WEST,  
 53.57 FEET; THENCE NORTH 58°24'53" WEST, 44.44 FEET; THENCE NORTH 02°31'34"  
 WEST, 40.97 FEET; THENCE NORTH 39°58'26" WEST, 49.72 FEET; THENCE NORTH  
 78°50'27" WEST, 49.43 FEET; THENCE NORTH 32°31'33" WEST, 54.67 FEET; THENCE  
 NORTH 39°18'05" WEST, 38.65 FEET; THENCE NORTH 28°33'39" WEST, 62.88 FEET;  
 THENCE NORTH 75°54'37" WEST, 25.20 FEET; THENCE NORTH 32°45'57" WEST, 54.16  
 FEET; THENCE NORTH 74°48'46" WEST, 44.15 FEET; THENCE NORTH 40°55'24" WEST,  
 33.81 FEET; THENCE NORTH 23°04'49" WEST, 62.69 FEET; THENCE NORTH 09°50'42"  
 WEST, 32.95 FEET; THENCE NORTH 35°09'39" EAST, 23.21 FEET; THENCE NORTH  
 46°56'35" WEST, 51.91 FEET; THENCE SOUTH 69°31'51" WEST, 16.31 FEET; THENCE  
 SOUTH 69°16'15" WEST, 4.50 FEET; THENCE SOUTH 65°59'49" WEST, 17.80 FEET;  
 THENCE NORTH 48°37'52" WEST, 11.39 FEET; THENCE SOUTH 86°29'54" WEST, 47.87  
 FEET; THENCE SOUTH 61°45'18" WEST, 4.23 FEET; THENCE SOUTH 61°45'03" WEST,  
 17.11 FEET; THENCE SOUTH 38°23'11" WEST, 48.85 FEET; THENCE SOUTH 50°28'52"  
 WEST, 54.03 FEET; THENCE SOUTH 86°26'32" WEST, 32.92 FEET; THENCE NORTH  
 18°18'47" WEST, 45.96 FEET; THENCE NORTH 68°28'19" WEST, 58.30 FEET; THENCE  
 NORTH 14°44'16" EAST, 37.81 FEET; THENCE NORTH 56°03'13" WEST, 60.52 FEET;  
 THENCE NORTH 28°31'51" WEST, 46.48 FEET; THENCE NORTH 27°29'17" WEST, 69.71  
 FEET; THENCE NORTH 25°21'40" WEST, 38.82 FEET; THENCE NORTH 50°44'59" WEST,  
 34.78 FEET; THENCE NORTH 18°25'50" WEST, 53.35 FEET; THENCE NORTH 38°42'45"  
 WEST, 92.16 FEET; THENCE NORTH 11°34'38" WEST, 101.82 FEET; THENCE NORTH  
 76°53'47" WEST, 85.56 FEET; THENCE NORTH 33°45'42" WEST, 77.80 FEET; THENCE  
 SOUTH 72°50'03" WEST, 39.39 FEET; THENCE NORTH 57°57'55" WEST, 45.89 FEET;  
 THENCE SOUTH 78°52'44" WEST, 35.04 FEET; THENCE NORTH 58°57'34" WEST, 95.14  
 FEET; THENCE NORTH 67°21'51" WEST, 46.80 FEET; THENCE NORTH 03°35'36" WEST,  
 95.11 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE  
 SOUTHWESTERLY, HAVING A RADIUS OF 1338.45 FEET, AN ARC DISTANCE OF  
 87.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE  
 OF NORTH 58°36'55" WEST, 87.35 FEET; THENCE NORTH 29°49'59" EAST, 49.35 FEET;  
 THENCE NORTH 02°09'19" EAST, 56.76 FEET; THENCE NORTH 62°11'07" WEST, 33.45

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FEET; THENCE SOUTH 77°58'02" WEST, 58.42 FEET; THENCE NORTH 51°43'10" WEST, 66.26 FEET; THENCE NORTH 18°12'32" WEST, 28.58 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1572.01 FEET, AN ARC DISTANCE OF 237.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°05'16" WEST, 237.45 FEET; THENCE NORTH 76°51'18" WEST, 103.77 FEET; THENCE NORTH 75°24'28" WEST, 145.36 FEET; THENCE NORTH 79°53'54" WEST, 99.65 FEET; THENCE SOUTH 55°14'07" WEST, 55.44 FEET; THENCE SOUTH 60°24'35" WEST, 31.28 FEET; THENCE SOUTH 80°08'43" WEST, 64.39 FEET; THENCE SOUTH 74°30'40" WEST, 23.60 FEET; THENCE SOUTH 79°54'51" WEST, 22.98 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1351.05 FEET, AN ARC DISTANCE OF 7.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°48'34" WEST, 7.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°58'37" WEST, 169.41 FEET; THENCE SOUTH 88°25'56" EAST, 22.71 FEET; THENCE SOUTH 75°36'58" EAST, 42.54 FEET; THENCE NORTH 54°07'56" EAST, 42.49 FEET; THENCE NORTH 58°23'50" EAST, 43.11 FEET; THENCE NORTH 63°04'52" EAST, 41.43 FEET; THENCE NORTH 88°36'57" EAST, 53.78 FEET; THENCE SOUTH 76°46'53" EAST, 57.98 FEET; THENCE SOUTH 68°17'03" EAST, 24.62 FEET; THENCE SOUTH 64°58'52" EAST, 40.82 FEET; THENCE NORTH 86°36'12" EAST, 55.71 FEET; THENCE SOUTH 55°03'49" EAST, 26.93 FEET; THENCE SOUTH 52°13'39" EAST, 47.87 FEET; THENCE SOUTH 33°51'06" EAST, 72.41 FEET; THENCE SOUTH 06°50'02" EAST, 39.44 FEET; THENCE SOUTH 55°47'51" WEST, 49.97 FEET; THENCE SOUTH 84°58'57" WEST, 54.12 FEET; THENCE SOUTH 59°47'50" WEST, 56.28 FEET; THENCE SOUTH 59°37'08" WEST, 34.65 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 565.00 FEET, AN ARC DISTANCE OF 157.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°27'56" EAST, 157.32 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 79°37'29" EAST, 29.40 FEET; THENCE SOUTH 51°51'04" EAST, 57.40 FEET; THENCE SOUTH 55°02'36" EAST, 35.94 FEET; THENCE SOUTH 47°44'17" EAST, 38.89 FEET; THENCE SOUTH 22°49'52" EAST, 72.92 FEET; THENCE SOUTH 06°47'49" EAST, 77.30 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 560.00, AN ARC DISTANCE OF 17.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°53'35" EAST, 17.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°00'40" EAST, 147.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE

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SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 640.00, AN ARC DISTANCE OF 45.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°03'37" EAST, 45.77 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 36°49'45" EAST, 32.18 FEET; THENCE SOUTH 31°10'32" EAST, 49.69 FEET; THENCE SOUTH 17°17'25" EAST, 26.29 FEET; THENCE SOUTH 17°12'36" EAST, 46.34 FEET; THENCE SOUTH 62°45'55" EAST, 51.73 FEET; THENCE SOUTH 42°13'24" EAST, 57.82 FEET; THENCE SOUTH 42°24'49" EAST, 69.36 FEET; THENCE SOUTH 72°55'43" EAST, 31.77 FEET; THENCE SOUTH 72°55'43" EAST, 37.90 FEET; THENCE SOUTH 37°54'06" EAST, 17.58 FEET; THENCE SOUTH 63°06'52" EAST, 28.95 FEET; THENCE SOUTH 81°46'54" EAST, 73.05 FEET; THENCE SOUTH 43°57'42" EAST, 31.02 FEET; THENCE SOUTH 40°24'32" EAST, 31.54 FEET; THENCE SOUTH 13°37'43" EAST, 52.94 FEET; THENCE NORTH 02°25'27" EAST, 72.61 FEET; THENCE NORTH 32°07'14" EAST, 39.89 FEET; THENCE NORTH 59°23'44" EAST, 43.26 FEET; THENCE NORTH 32°18'40" EAST, 43.64 FEET; THENCE NORTH 59°48'47" EAST, 30.98 FEET; THENCE NORTH 87°03'00" EAST, 56.56 FEET; THENCE SOUTH 43°59'54" EAST, 86.81 FEET; THENCE NORTH 62°57'38" EAST, 60.81 FEET; THENCE SOUTH 37°40'16" EAST, 45.66 FEET; THENCE SOUTH 48°15'40" EAST, 45.07 FEET; THENCE SOUTH 04°32'39" EAST, 28.07 FEET; THENCE SOUTH 39°32'25" WEST, 57.01 FEET; THENCE SOUTH 35°02'01" WEST, 89.47 FEET; THENCE SOUTH 63°43'26" WEST, 43.35 FEET; THENCE SOUTH 31°06'28" WEST, 33.82 FEET; THENCE SOUTH 03°32'28" WEST, 24.63 FEET; THENCE SOUTH 17°50'17" WEST, 48.94 FEET; THENCE SOUTH 82°44'34" EAST, 20.68 FEET; THENCE SOUTH 38°48'08" EAST, 54.75 FEET; THENCE NORTH 22°58'13" EAST, 8.87 FEET; THENCE NORTH 27°08'26" WEST, 31.74 FEET; THENCE NORTH 78°08'32" EAST, 57.84 FEET; THENCE NORTH 58°58'08" EAST, 60.86 FEET; THENCE NORTH 35°27'10" EAST, 34.93 FEET; THENCE NORTH 04°05'50" WEST, 29.18 FEET; THENCE NORTH 65°06'03" EAST, 28.23 FEET; THENCE SOUTH 44°22'54" EAST, 33.75 FEET; THENCE SOUTH 05°53'13" EAST, 20.61 FEET; THENCE SOUTH 28°53'52" EAST, 58.52 FEET; THENCE NORTH 45°01'48" EAST, 30.97 FEET; THENCE NORTH 85°10'44" EAST, 54.59 FEET; THENCE SOUTH 38°11'55" EAST, 62.35 FEET; THENCE SOUTH 07°39'33" EAST, 43.26 FEET; THENCE SOUTH 17°19'28" WEST, 50.63 FEET; THENCE SOUTH 11°43'23" WEST, 38.03 FEET; THENCE SOUTH 40°23'08" EAST, 25.55 FEET; THENCE NORTH 83°50'50" EAST, 42.55 FEET; THENCE SOUTH 77°49'43" EAST, 53.97 FEET; THENCE SOUTH 32°52'47" EAST, 48.57 FEET; THENCE SOUTH 06°00'14" EAST, 53.55 FEET; THENCE SOUTH 00°35'55" WEST, 32.54 FEET; THENCE SOUTH 81°25'44" WEST, 26.71 FEET; THENCE SOUTH 05°22'17" WEST, 58.17 FEET; THENCE SOUTH 36°04'34" EAST, 15.18 FEET; THENCE SOUTH 87°12'33" WEST, 55.53 FEET; THENCE SOUTH 39°00'15" WEST, 54.21 FEET; THENCE SOUTH 72°41'00" WEST, 22.97 FEET; THENCE SOUTH 31°47'27" WEST, 47.25 FEET; THENCE SOUTH 02°37'35" WEST, 23.20 FEET; THENCE NORTH 39°05'08" WEST, 35.07 FEET; THENCE SOUTH 81°58'23" WEST, 32.53 FEET; THENCE NORTH

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24°06'56" WEST, 50.06 FEET; THENCE SOUTH 61°44'52" WEST, 14.96 FEET; THENCE  
 SOUTH 25°48'33" WEST, 27.49 FEET; THENCE SOUTH 27°27'38" WEST, 38.80 FEET;  
 THENCE SOUTH 58°20'10" WEST, 49.87 FEET; THENCE SOUTH 85°51'32" WEST, 44.76  
 FEET; THENCE SOUTH 41°56'07" WEST, 49.46 FEET; THENCE SOUTH 52°09'09" WEST,  
 32.95 FEET; THENCE NORTH 83°02'44" WEST, 13.84 FEET; THENCE SOUTH 31°44'40"  
 WEST, 42.23 FEET; THENCE SOUTH 85°05'43" WEST, 27.67 FEET; THENCE SOUTH  
 14°54'21" WEST, 54.20 FEET; THENCE SOUTH 40°08'02" WEST, 39.50 FEET; THENCE  
 SOUTH 63°20'20" WEST, 45.02 FEET; THENCE SOUTH 04°18'22" EAST, 41.25 FEET;  
 THENCE SOUTH 16°55'51" WEST, 49.39 FEET; THENCE SOUTH 63°34'02" WEST, 27.49  
 FEET; THENCE SOUTH 18°28'05" WEST, 50.45 FEET; THENCE SOUTH 24°04'06" WEST,  
 50.48 FEET; THENCE SOUTH 19°22'57" WEST, 73.86 FEET; THENCE SOUTH 10°53'24"  
 WEST, 59.87 FEET; THENCE SOUTH 33°19'26" EAST, 67.37 FEET; THENCE SOUTH  
 82°19'08" EAST, 52.93 FEET; THENCE SOUTH 44°01'14" EAST, 72.19 FEET; THENCE  
 NORTH 41°32'25" EAST, 24.38 FEET; THENCE NORTH 89°33'40" EAST, 48.56 FEET;  
 THENCE NORTH 81°10'37" EAST, 57.72 FEET; THENCE NORTH 85°41'51" EAST, 41.52  
 FEET; THENCE NORTH 59°49'33" EAST, 20.47 FEET; THENCE NORTH 87°45'12" EAST,  
 32.30 FEET; THENCE SOUTH 60°37'05" EAST, 43.57 FEET; THENCE SOUTH 11°48'20"  
 WEST, 44.92 FEET; THENCE SOUTH 10°00'13" WEST, 48.05 FEET; THENCE SOUTH  
 37°26'04" WEST, 36.23 FEET; THENCE SOUTH 20°19'01" EAST, 44.02 FEET; THENCE  
 SOUTH 21°12'39" WEST, 47.63 FEET; THENCE SOUTH 13°22'17" EAST, 35.47 FEET;  
 THENCE SOUTH 11°01'12" EAST, 32.00 FEET; THENCE SOUTH 76°05'35" EAST, 35.69  
 FEET; THENCE SOUTH 65°18'20" EAST, 40.61 FEET; THENCE SOUTH 59°05'48" EAST,  
 31.45 FEET; THENCE NORTH 82°48'06" EAST, 41.16 FEET; THENCE NORTH 09°19'08"  
 EAST, 22.97 FEET; THENCE NORTH 14°22'01" WEST, 54.70 FEET; THENCE NORTH  
 31°13'58" EAST, 24.08 FEET; THENCE NORTH 54°37'45" EAST, 49.30 FEET; THENCE  
 SOUTH 71°46'24" EAST, 33.59 FEET; THENCE SOUTH 52°43'14" EAST, 45.12 FEET;  
 THENCE SOUTH 72°52'27" EAST, 46.24 FEET; THENCE SOUTH 23°15'29" EAST, 39.79  
 FEET; THENCE SOUTH 09°04'38" WEST, 37.89 FEET; THENCE SOUTH 29°07'07" EAST,  
 53.73 FEET; THENCE SOUTH 48°49'03" EAST, 48.92 FEET; THENCE SOUTH 56°14'52"  
 EAST, 42.72 FEET; THENCE SOUTH 05°12'42" EAST, 47.61 FEET; THENCE NORTH  
 66°25'32" WEST, 29.19 FEET; THENCE NORTH 63°54'22" WEST, 35.40 FEET; THENCE  
 SOUTH 55°25'16" WEST, 39.69 FEET; THENCE NORTH 83°15'07" WEST, 43.13 FEET;  
 THENCE SOUTH 78°50'35" WEST, 36.42 FEET; THENCE SOUTH 60°13'24" WEST, 36.85  
 FEET; THENCE SOUTH 47°56'07" WEST, 41.05 FEET; THENCE SOUTH 44°47'19" WEST,  
 49.23 FEET; THENCE SOUTH 18°14'55" WEST, 39.79 FEET; THENCE SOUTH 20°09'02"  
 EAST, 43.53 FEET; THENCE SOUTH 07°04'31" WEST, 46.76 FEET; THENCE SOUTH  
 04°41'00" EAST, 47.78 FEET; THENCE SOUTH 19°51'51" EAST, 38.87 FEET; THENCE  
 SOUTH 08°21'48" EAST, 34.51 FEET; THENCE SOUTH 40°23'33" WEST, 36.08 FEET;  
 THENCE SOUTH 22°26'09" WEST, 55.31 FEET; THENCE SOUTH 47°02'06" WEST, 23.16  
 FEET; THENCE SOUTH 81°06'58" WEST, 38.52 FEET; THENCE SOUTH 78°34'03" WEST,

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39.59 FEET; THENCE SOUTH 76°58'42" WEST, 33.32 FEET; THENCE SOUTH 77°50'34" WEST, 33.12 FEET; THENCE SOUTH 84°42'54" WEST, 32.01 FEET; THENCE SOUTH 61°13'52" WEST, 32.97 FEET; THENCE SOUTH 89°54'34" WEST, 62.71 FEET; THENCE SOUTH 75°29'29" WEST, 55.15 FEET; THENCE NORTH 82°33'46" WEST, 49.56 FEET; THENCE SOUTH 73°21'12" WEST, 16.21 FEET; THENCE NORTH 83°20'16" WEST, 64.37 FEET; THENCE SOUTH 83°36'06" WEST, 52.92 FEET; THENCE NORTH 82°34'00" WEST, 49.11 FEET; THENCE NORTH 81°02'38" WEST, 38.51 FEET; THENCE SOUTH 60°22'52" WEST, 46.99 FEET; THENCE SOUTH 87°24'21" WEST, 29.68 FEET; THENCE NORTH 84°45'13" WEST, 123.11 FEET; THENCE NORTH 79°01'31" WEST, 44.73 FEET; THENCE SOUTH 38°19'32" EAST, 26.60 FEET; THENCE NORTH 63°40'45" WEST, 52.44 FEET; THENCE NORTH 39°15'18" WEST, 43.22 FEET; THENCE NORTH 50°48'22" WEST, 39.51 FEET; THENCE NORTH 50°33'55" WEST, 40.95 FEET; THENCE NORTH 24°48'09" WEST, 27.45 FEET; THENCE NORTH 35°08'10" WEST, 28.84 FEET; THENCE NORTH 30°18'45" WEST, 54.40 FEET; THENCE NORTH 28°39'38" WEST, 56.00 FEET; THENCE NORTH 57°26'23" WEST, 29.36 FEET; THENCE NORTH 21°19'02" WEST, 66.68 FEET; THENCE NORTH 15°48'30" WEST, 24.19 FEET; THENCE NORTH 09°27'48" EAST, 30.23 FEET; THENCE NORTH 16°25'47" WEST, 30.02 FEET; THENCE NORTH 23°34'39" WEST, 100.93 FEET; THENCE NORTH 10°16'33" WEST, 56.28 FEET; THENCE NORTH 14°42'43" WEST, 90.00 FEET; THENCE SOUTH 63°41'38" WEST, 37.52 FEET; THENCE NORTH 58°22'25" WEST, 60.07 FEET; THENCE NORTH 75°10'26" WEST, 19.12 FEET; THENCE NORTH 33°16'35" WEST, 31.80 FEET; THENCE NORTH 16°49'07" WEST, 52.83 FEET; THENCE NORTH 16°36'21" WEST, 38.26 FEET; THENCE NORTH 11°39'30" WEST, 34.87 FEET; THENCE NORTH 40°56'08" EAST, 62.51 FEET; THENCE NORTH 31°19'31" EAST, 54.12 FEET; THENCE NORTH 02°13'47" WEST, 31.28 FEET; THENCE NORTH 57°56'40" WEST, 22.78 FEET; THENCE NORTH 44°30'43" WEST, 37.68 FEET; THENCE NORTH 80°18'31" WEST, 47.47 FEET; THENCE NORTH 56°38'25" WEST, 28.43 FEET; THENCE NORTH 28°22'21" WEST, 40.58 FEET; THENCE NORTH 05°53'40" WEST, 57.12 FEET; THENCE NORTH 71°09'16" WEST, 29.21 FEET; THENCE NORTH 08°51'58" WEST, 58.43 FEET; THENCE NORTH 04°40'16" EAST, 47.25 FEET; THENCE NORTH 09°58'59" WEST, 19.79 FEET; THENCE NORTH 47°41'17" EAST, 25.53 FEET; THENCE NORTH 01°38'20" EAST, 16.08 FEET; THENCE SOUTH 80°41'13" WEST, 25.05 FEET; THENCE NORTH 10°37'38" WEST, 81.25 FEET; THENCE NORTH 20°49'10" WEST, 115.53 FEET; THENCE NORTH 15°34'52" WEST, 62.61 FEET; THENCE NORTH 06°35'11" WEST, 45.20 FEET; THENCE NORTH 30°24'12" WEST, 92.42 FEET; THENCE SOUTH 68°54'09" WEST, 33.17 FEET; THENCE NORTH 14°49'38" WEST, 34.80 FEET; THENCE SOUTH 89°48'14" WEST, 50.83 FEET; THENCE NORTH 26°42'17" WEST, 32.64 FEET; THENCE NORTH 15°36'04" WEST, 53.45 FEET; THENCE NORTH 25°46'48" WEST, 101.36 FEET; THENCE NORTH 26°05'22" WEST, 109.32 FEET; THENCE NORTH 12°19'09" EAST, 21.99 FEET; THENCE NORTH 67°29'01" EAST, 47.90 FEET; THENCE NORTH 44°53'10" EAST, 22.43 FEET; THENCE NORTH 08°58'20" WEST, 140.33 FEET; THENCE NORTH 71°46'04" WEST, 108.71 FEET;

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THENCE NORTH 24°13'40" WEST, 66.07 FEET; THENCE NORTH 09°58'44" WEST, 142.32 FEET; THENCE NORTH 03°12'45" WEST, 103.75 FEET; THENCE NORTH 39°59'12" EAST, 17.53 FEET; THENCE NORTH 00°51'43" EAST, 48.66 FEET; THENCE NORTH 37°47'33" EAST, 31.03 FEET; THENCE NORTH 80°09'19" EAST, 38.58 FEET; THENCE NORTH 21°29'13" EAST, 13.44 FEET; THENCE NORTH 09°12'20" WEST, 125.57 FEET; THENCE NORTH 04°03'45" WEST, 154.40 FEET; THENCE NORTH 68°23'39" WEST, 13.14 FEET; THENCE NORTH 20°25'54" WEST, 57.44 FEET; THENCE NORTH 04°39'08" WEST, 52.48 FEET; THENCE NORTH 10°10'25" WEST, 64.29 FEET; THENCE NORTH 16°40'11" EAST, 64.08 FEET; THENCE NORTH 01°42'55" EAST, 53.42 FEET; THENCE NORTH 63°53'26" EAST, 34.32 FEET; THENCE NORTH 47°51'58" EAST, 33.01 FEET; THENCE NORTH 12°37'42" EAST, 98.31 FEET; THENCE NORTH 16°07'40" EAST, 92.21 FEET; THENCE NORTH 08°12'21" WEST, 11.20 FEET; THENCE NORTH 12°17'01" WEST, 25.25 FEET; THENCE NORTH 63°09'55" WEST, 36.49 FEET; THENCE NORTH 44°18'37" WEST, 43.24 FEET; THENCE SOUTH 87°22'49" WEST, 25.07 FEET; THENCE SOUTH 40°31'52" EAST, 35.09 FEET; THENCE SOUTH 36°30'45" WEST, 33.39 FEET; THENCE SOUTH 43°29'11" WEST, 49.20 FEET; THENCE NORTH 78°08'37" WEST, 49.95 FEET; THENCE NORTH 61°38'47" WEST, 41.00 FEET; THENCE NORTH 14°22'32" WEST, 45.27 FEET; THENCE NORTH 27°11'00" EAST, 32.65 FEET; THENCE NORTH 13°37'04" WEST, 50.46 FEET; THENCE NORTH 15°26'05" WEST, 61.91 FEET; THENCE NORTH 48°45'20" WEST, 52.69 FEET; THENCE NORTH 59°12'49" WEST, 29.92 FEET; THENCE NORTH 76°30'17" WEST, 68.14 FEET; THENCE NORTH 25°18'49" WEST, 19.72 FEET; THENCE NORTH 10°18'28" WEST, 50.34 FEET; THENCE NORTH 16°14'02" WEST, 45.24 FEET; THENCE NORTH 01°09'11" WEST, 50.39 FEET; THENCE NORTH 13°34'04" WEST, 53.10 FEET; THENCE NORTH 31°22'18" EAST, 28.71 FEET; THENCE NORTH 30°04'34" EAST, 58.14 FEET; THENCE NORTH 26°56'54" WEST, 12.17 FEET; THENCE NORTH 41°07'50" EAST, 30.53 FEET; THENCE NORTH 45°19'42" WEST, 34.79 FEET; THENCE NORTH 00°27'08" EAST, 32.43 FEET; THENCE NORTH 41°00'31" EAST, 43.06 FEET; THENCE NORTH 27°59'22" EAST, 51.56 FEET; THENCE NORTH 34°53'33" EAST, 48.15 FEET; THENCE NORTH 10°32'05" WEST, 59.74 FEET; THENCE NORTH 37°52'54" WEST, 31.10 FEET; THENCE NORTH 19°33'14" WEST, 65.05 FEET; THENCE NORTH 04°35'57" WEST, 49.19 FEET; THENCE NORTH 13°51'46" WEST, 66.31 FEET; THENCE NORTH 31°54'53" WEST, 61.02 FEET; THENCE NORTH 13°29'37" WEST, 42.66 FEET; THENCE NORTH 03°48'50" WEST, 38.38 FEET; THENCE NORTH 15°41'01" WEST, 38.38 FEET; THENCE NORTH 04°03'23" WEST, 76.66 FEET; THENCE NORTH 16°35'34" EAST, 28.08 FEET; THENCE NORTH 32°34'50" WEST, 42.20 FEET; THENCE NORTH 14°42'51" WEST, 40.10 FEET; THENCE NORTH 52°00'00" WEST, 47.76 FEET; THENCE NORTH 28°51'01" WEST, 40.02 FEET; THENCE NORTH 60°54'33" WEST, 40.56 FEET; THENCE NORTH 45°16'17" WEST, 49.40 FEET; THENCE NORTH 02°49'00" WEST, 77.10 FEET; THENCE NORTH 70°37'23" WEST, 7.75 FEET; THENCE NORTH 11°04'31" WEST, 48.34 FEET; THENCE NORTH 39°12'07" WEST, 33.70 FEET; THENCE NORTH 28°54'54" WEST, 89.55 FEET; THENCE

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NORTH 19°36'14" WEST, 29.94 FEET; THENCE NORTH 41°33'22" WEST, 16.43 FEET;  
 THENCE NORTH 31°03'49" WEST, 16.43 FEET; THENCE NORTH 60°25'25" WEST, 14.07  
 FEET; THENCE NORTH 60°41'03" WEST, 124.83 FEET; THENCE SOUTH 73°40'45"  
 WEST, 6.47 FEET; THENCE NORTH 07°36'22" EAST, 4.98 FEET; THENCE NORTH  
 60°41'03" WEST, 13.42 FEET; THENCE SOUTH 87°03'15" WEST, 90.14 FEET; THENCE  
 NORTH 71°46'36" WEST, 37.56 FEET; THENCE SOUTH 31°25'08" WEST, 41.03 FEET;  
 THENCE SOUTH 40°14'43" WEST, 37.55 FEET; THENCE SOUTH 44°50'25" WEST, 43.12  
 FEET; THENCE SOUTH 71°42'48" WEST, 32.65 FEET; THENCE SOUTH 02°28'48" EAST,  
 19.92 FEET; THENCE SOUTH 82°55'41" EAST, 14.69 FEET; THENCE SOUTH 09°07'44"  
 WEST, 35.50 FEET; THENCE SOUTH 65°27'22" WEST, 30.85 FEET; THENCE NORTH  
 73°39'26" WEST, 49.02 FEET; THENCE NORTH 20°21'49" EAST, 18.92 FEET; THENCE  
 NORTH 73°09'35" EAST, 28.46 FEET; THENCE NORTH 17°16'46" WEST, 33.81 FEET;  
 THENCE NORTH 63°45'06" WEST, 39.63 FEET; THENCE NORTH 28°51'07" WEST, 27.95  
 FEET; THENCE NORTH 30°02'12" WEST, 44.70 FEET; THENCE NORTH 26°55'11" WEST,  
 22.68 FEET; THENCE NORTH 19°47'33" EAST, 59.27 FEET; THENCE NORTH 20°40'28"  
 WEST, 32.39 FEET; THENCE NORTH 39°55'31" WEST, 37.65 FEET; THENCE NORTH  
 09°58'14" WEST, 43.44 FEET; THENCE NORTH 12°57'30" EAST, 40.95 FEET; THENCE  
 NORTH 22°52'09" EAST, 38.19 FEET; THENCE NORTH 45°17'49" WEST, 36.15 FEET;  
 THENCE NORTH 51°54'18" WEST, 38.82 FEET; THENCE NORTH 24°48'17" EAST, 36.57  
 FEET; THENCE NORTH 37°15'37" WEST, 25.41 FEET; THENCE NORTH 40°34'04" WEST,  
 13.73 FEET; THENCE NORTH 46°36'36" WEST, 15.88 FEET; THENCE NORTH 52°04'49"  
 WEST, 12.62 FEET; THENCE NORTH 53°05'18" WEST, 100.73 FEET; THENCE NORTH  
 68°25'42" WEST, 6.77 FEET; THENCE NORTH 75°40'55" WEST, 54.66 FEET; THENCE  
 NORTH 85°06'56" WEST, 47.35 FEET; THENCE SOUTH 85°38'34" WEST, 42.46 FEET;  
 THENCE SOUTH 83°05'14" WEST, 43.32 FEET; THENCE NORTH 77°00'55" WEST, 49.45  
 FEET; THENCE NORTH 63°29'13" WEST, 54.32 FEET; THENCE NORTH 67°27'14" WEST,  
 55.22 FEET; THENCE NORTH 70°51'14" WEST, 52.28 FEET; THENCE NORTH 40°12'03"  
 WEST, 65.06 FEET; THENCE NORTH 09°31'49" WEST, 59.95 FEET; THENCE NORTH  
 26°53'44" WEST, 29.60 FEET; THENCE NORTH 06°25'16" WEST, 37.82 FEET; THENCE  
 NORTH 39°28'55" EAST, 22.52 FEET; THENCE NORTH 15°45'56" WEST, 46.20 FEET;  
 THENCE NORTH 23°40'31" EAST, 36.41 FEET; THENCE NORTH 18°52'21" EAST, 49.45  
 FEET; THENCE NORTH 10°09'30" EAST, 47.70 FEET; THENCE NORTH 19°37'42" WEST,  
 32.58 FEET; THENCE NORTH 31°06'58" WEST, 86.40 FEET; THENCE NORTH 72°52'44"  
 WEST, 36.63 FEET; THENCE SOUTH 85°25'59" WEST, 45.66 FEET; THENCE SOUTH  
 62°57'58" WEST, 26.73 FEET; THENCE SOUTH 49°24'55" WEST, 30.63 FEET; THENCE  
 SOUTH 13°19'09" WEST, 34.11 FEET; THENCE SOUTH 67°22'30" WEST, 49.15 FEET;  
 THENCE NORTH 66°53'31" WEST, 47.58 FEET; THENCE NORTH 07°24'05" EAST, 40.32  
 FEET; THENCE NORTH 27°41'49" EAST, 27.78 FEET; THENCE NORTH 32°13'14" EAST,  
 31.60 FEET; THENCE NORTH 51°45'33" EAST, 22.75 FEET; THENCE NORTH 44°41'32"  
 EAST, 34.09 FEET; THENCE NORTH 29°27'49" EAST, 45.55 FEET; THENCE NORTH

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42°33'34" EAST, 54.63 FEET; THENCE NORTH 25°16'44" EAST, 29.81 FEET; THENCE NORTH 09°16'10" WEST, 57.95 FEET; THENCE NORTH 64°41'24" EAST, 28.71 FEET; THENCE NORTH 62°37'25" EAST, 24.51 FEET; THENCE NORTH 84°42'40" EAST, 32.64 FEET; THENCE NORTH 68°15'50" EAST, 6.00 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A 150.00 FOOT RIGHT OF WAY PER ST. JOHNS COUNTY RIGHT OF WAY MAP DATED 8-15-2002); THENCE SOUTH 53°14'48" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A DISTANCE OF 1598.73 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 277.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°58'35" EAST, 277.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68°42'23" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY OF COUNTY ROAD NO. 210, A DISTANCE OF 1737.76 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 393.31 FEET, AN ARC DISTANCE OF 394.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°34'04" EAST, 378.07 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD (A VARIABLE WIDTH RIGHT OF WAY PER F.E.C. RAILWAY CO. RIGHT OF WAY AND TRACK MAP DATED DECEMBER 31, 1927); THENCE SOUTH 41°00'02" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 2283.78 FEET; THENCE NORTH 89°28'59" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 36.95 FEET; THENCE SOUTH 41°02'31" EAST, ALONG SAID SOUTHWESTERLY EXISTING RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILROAD, 253.73 FEET TO THE SAID EASTERLY LINE OF SECTION 14; THENCE SOUTH 01°04'11" EAST, ALONG SAID EASTERLY LINE OF SECTION 14, 2817.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 279.34 ACRES, MORE OR LESS

**LESS AND EXCEPT:**

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**EXCEPTION #1**

LESS AND EXCEPT THAT PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF SECTIONS 14, 15, 22, AND 23, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°33'57" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, 5363.20 FEET TO THE INTERSECTION OF SECTIONS 13, 14, 23, AND 24 TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°04' 11" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 14 (ALSO BEING THE SOUTHWESTERLY LINE OF SAID SECTION 13), 5180.32 FEET TO THE SOUTHWESTERLY LINE OF THE FLORIDA EAST COAST RAILROAD (A VARIABLE WIDTH RIGHT OF WAY PER F.E.C RAILWAY CO., RIGHT OF WAY AND TRACK MAP, DATED DECEMBER 31, 1927); THENCE NORTH 41°02'31" WEST, ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 253.73 FEET TO THE NORTHERLY LINE OF SECTION 14 (ALSO BEING THE SOUTHERLY LINE OF SAID SECTION 11); THENCE SOUTH 89°28'59" WEST ALONG THE SAID NORTHERLY LINE OF SECTION 14 AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 36.95 FEET; THENCE NORTH 41°00'02" WEST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, 2283.78 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 ( A 150' RIGHT OF WAY PER ST. JOHN'S COUNTY RIGHT OF WAY MAP DATED, 08-15-2002) AND TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 393.31 FEET, AN ARC DISTANCE OF 394.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°34'04" WEST, 378.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 68°42'23" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, 200.79 FEET; THENCE SOUTH 21°17'37" WEST, 277.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71°40'17" EAST, 432.28 FEET; THENCE SOUTH 18°19'43" WEST, 103.00 FEET; THENCE SOUTH 71°40'17" EAST, 37.23 FEET; THENCE SOUTH 36°48'41" WEST, 22.11 FEET; THENCE SOUTH 22°06'48" EAST, 51.77 FEET; THENCE SOUTH 09°08'26" WEST, 69.98 FEET; THENCE SOUTH 14°16'38" EAST, 39.35 FEET; THENCE SOUTH 23°55'02" EAST, 64.91 FEET; THENCE SOUTH 48°10'02" EAST, 42.49 FEET; THENCE SOUTH 78°52'07" EAST, 18.82 FEET; THENCE SOUTH 16°23'37" WEST, 56.56 FEET; THENCE SOUTH 33°43'43" WEST, 30.03 FEET; THENCE SOUTH 04°33'59" WEST, 33.17 FEET; THENCE SOUTH 14°54'03" EAST, 32.64 FEET; THENCE SOUTH 69°50'26" EAST, 49.25 FEET; THENCE SOUTH

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08°06'32" WEST, 37.62 FEET; THENCE SOUTH 23°24'06" EAST, 37.77 FEET; THENCE SOUTH 38°25'44" EAST, 44.61 FEET; THENCE SOUTH 29°52'55" WEST, 33.51 FEET; THENCE SOUTH 68°27'18" WEST, 70.18 FEET; THENCE SOUTH 45°12'28" WEST, 30.21 FEET; THENCE SOUTH 22°11'49" EAST, 62.11 FEET; THENCE SOUTH 06°07'09" WEST, 33.83 FEET; THENCE SOUTH 17°35'55" EAST, 44.65 FEET; THENCE SOUTH 60°41'49" WEST, 19.11 FEET; THENCE SOUTH 53°21'15" WEST, 41.64 FEET; THENCE SOUTH 52°26'43" WEST, 39.22 FEET; THENCE SOUTH 67°53'13" WEST, 28.65 FEET; THENCE SOUTH 51°12'35" WEST, 13.85 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY; HAVING A RADIUS OF 1941.12 FEET, AN ARC DISTANCE OF 18.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55°46'53" WEST, 18.51 FEET; THENCE SOUTH 47°38'44" WEST, 105.24 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 634.45 FEET, AN ARC DISTANCE OF 23.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°51'01" WEST, 23.19 FEET; THENCE NORTH 16°19'24" WEST, 17.87 FEET; THENCE SOUTH 71°43'41" WEST, 14.37 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1531.02 FEET, AN ARC DISTANCE OF 209.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°34'10" WEST, 208.98 FEET; THENCE NORTH 68°21'58" WEST, 139.02 FEET; THENCE NORTH 72°28'21" WEST, 87.07 FEET; THENCE NORTH 81°52'59" WEST, 26.19 FEET; THENCE NORTH 72°47'32" WEST, 34.76 FEET; THENCE NORTH 78°44'06" WEST, 82.67 FEET; THENCE NORTH 80°03'26" WEST, 246.16 FEET; THENCE NORTH 30°05'30" EAST, 48.24 FEET; THENCE NORTH 41°51'57" EAST, 34.70 FEET; THENCE NORTH 28°00'46" EAST, 30.76 FEET; THENCE NORTH 15°37'52" EAST, 50.37 FEET; THENCE NORTH 07°20'36" EAST, 33.67 FEET; THENCE NORTH 22°20'31" EAST, 24.53 FEET; THENCE NORTH 17°42'34" WEST, 17.38 FEET; THENCE NORTH 18°45'26" EAST, 36.33 FEET; THENCE NORTH 11°04'01" EAST, 22.76 FEET; THENCE NORTH 23°53'17" WEST, 101.14 FEET; THENCE NORTH 41°45'37" WEST, 30.54 FEET; THENCE NORTH 12°05'37" WEST, 35.03 FEET; THENCE NORTH 28°53'41" WEST, 54.68 FEET; THENCE NORTH 18°54'28" WEST, 36.44 FEET; THENCE NORTH 29°20'08" WEST, 23.85 FEET; THENCE NORTH 19°06'35" WEST, 14.82 FEET; THENCE NORTH 78°57'35" WEST, 70.56 FEET; THENCE NORTH 42°58'00" WEST, 28.98 FEET; THENCE SOUTH 06°33'53" WEST, 52.81 FEET; THENCE SOUTH 71°42'01" WEST, 26.51 FEET; THENCE NORTH 15°43'31" WEST, 23.17 FEET; THENCE NORTH 40°25'01" WEST, 65.08 FEET; THENCE SOUTH 73°28'21" WEST, 15.83 FEET; THENCE NORTH 32°28'28" WEST, 41.39 FEET; THENCE NORTH 69°33'19" EAST, 44.98 FEET; THENCE SOUTH 86°36'52" EAST, 33.55 FEET; THENCE NORTH 41°37'55"

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WEST, 22.06 FEET; THENCE NORTH 17°26'07" EAST, 74.06 FEET; THENCE NORTH 29°22'30" WEST, 57.88 FEET; THENCE NORTH 47°41'17" EAST, 36.41 FEET; THENCE NORTH 21°56'39" WEST, 47.31 FEET; THENCE NORTH 37°55'27" EAST, 30.62 FEET; THENCE NORTH 02°36'25" WEST, 42.30 FEET; THENCE NORTH 30°32'20" EAST, 29.47 FEET; THENCE NORTH 17°33'20" WEST, 46.23 FEET; THENCE NORTH 41°48'00" WEST, 24.71 FEET TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 257.00 FEET, AN ARC DISTANCE OF 63.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°22'06" EAST, 63.76 FEET; THENCE NORTH 65°40'47" EAST, 20.72 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 268.00 FEET, AN ARC DISTANCE OF 275.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°52'43" EAST, 263.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°26'14" EAST, 91.37 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 457.00 FEET, AN ARC DISTANCE OF 228.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°46'12" EAST, 226.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 84°06'10" EAST, 10.26 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 343.00 FEET, AN ARC DISTANCE OF 74.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°53'14" EAST, 74.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

CONTAINING 23.92 ACRES MORE OR LESS.

CONTAINING A NET ACREAGE OF 255.42 ACRES, MORE OR LESS.

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www.courtsdc.com  
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DATE: 05/21/15  
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PARCEL 1

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SHEET 3 OF 3

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Figure 1

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EXHIBIT "B"

ARTICLES

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April 29, 2016

FLORIDA DEPARTMENT OF STATE

Division of Corporations

CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC.  
ONE TOWN CENTER ROAD, STE 600  
BOCA RATON, FL 33486US

The Articles of Incorporation for CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC. were filed on April 28, 2016, and assigned document number N16000004407. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H16000105578.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

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

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,  
Teresa Brown  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 016A00008959

P.O BOX 6327 - Tallahassee, Florida 32314

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**ARTICLES OF INCORPORATION FOR  
CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC.  
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the corporation shall be the Creekside at Twin Creeks Homeowners' Association, Inc., a Florida corporation not for profit (the "Association").

**ARTICLE II – DEFINITIONS**

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Creekside at Twin Creeks (the "Declaration") recorded, or to be recorded, among the Public Records of St. Johns County, Florida by TWIN CREEKS VENTURES LLC, a Florida limited liability company (the "Developer") and shall have the same meaning or definition used herein as the meaning or definition ascribed thereto in the Declaration.

**ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of the corporation shall be One Town Center Road, Suite 600, Boca Raton, Florida 33486.

**ARTICLE IV - PURPOSE(S)**

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and social welfare of the Owners of Property within the residential community of Creekside at Twin Creeks as described in the Declaration.

Section 2. To own and maintain, repair and replace the property owned by the Association and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association and Common Areas, for which the obligation to maintain and repair has been delegated.

Section 3. To enforce covenants and restrictions related to the Surface Water or Stormwater Management System(s) in a manner consistent with the requirements of the St. Johns River Water Management District permit no. 99121-9 (the "Permit") and applicable St. Johns

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Water Mangement District rules, and perform any obligations related to the Surface Water or Stormwater Management System(s) which are delegated or assigned to the Association.

Section 4. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto, as provided in the Declaration.

Section 5. To operate without profit for the benefit of its Members.

Section 6. To perform those functions granted to or reserved by the Association in the Declaration.

#### ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To affix Assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such Assessments.

Section 5. The Association shall levy and collect adequate Assessments against members of the Association for the costs, if any, of any maintenance and operation of the Surface Water or Stormwater Management System, to the extent not levied and collected by the CDD.

Section 6. To pay taxes and other charges, if any, on or against the Association property and the Common Area.

Section 7. To have all express powers conferred upon the Association by the Declaration, Chapter 617 and Chapter 720, Florida Statutes, except as prohibited herein.

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Section 8. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 9. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property.

Section 10. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 11. To sue and be sued.

Section 12. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 13. To operate and maintain Surface Water or Storm Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, to the extent not operated and maintained by the CDD.

Section 14. To contract for services for the operation, maintenance, and management of Common Areas and all other property dedicated to or maintained by the Association.

Section 15. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

#### ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

#### ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the

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Developer during the period of time the Developer is the Class B Member as provided below, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each of the Class A Member votes until the termination of the Class B Membership in accordance with the Bylaws.

#### ARTICLE VIII - DIRECTORS

Section 1. The Board of Directors of the Association shall be comprised of at least three (3) directors. The members of the Board of Directors (each a "Director") and their street addresses are:

John T. Kinsey	One Town Center Road, Suite 600 Boca Raton, Florida 33486
----------------	--

Robert Furlong	10752 Deerwood Park Blvd. South Suite 100 Jacksonville, FL 32256
----------------	--

Bryan Kinsey	One Town Center Road, Suite 600 Boca Raton, Florida 33486
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As long as Developer or its designated successor or assigns shall have the right to appoint the entire Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed at any time by the Developer.

Section 2. At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

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#### ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	John T. Kinsey One Town Center Road, Suite 600 Boca Raton, Florida 33486
Vice President:	Robert Furlong 10752 Deerwood Park Blvd. South Suite 100 Jacksonville, FL 32256
Secretary and Treasurer:	Bryan Kinsey One Town Center Road, Suite 600 Boca Raton, Florida 33486

#### ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Association's initial registered office is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and the name of the initial Registered Agent at such address is Twin Creeks Ventures LLC.

#### ARTICLE XI - CORPORATE EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, any Association obligations for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with section 62-330.310, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

#### ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

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### ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

Section 1. So long as there is a Class B Membership, Declarant reserves the right to amend these Articles without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms of these Articles may be amended by consent of not less than two-thirds vote of the Members present at a duly noticed meeting called for the purpose of voting on the amendment at which a quorum has been attained. In the event a meeting called for the purpose of amendments hereto does not attain the required quorum, such meeting shall be adjourned and noticed to be reconvened in not more than 30 days. If the Association is still not able to attain a quorum at the second duly noticed meeting, the Association may again adjourn the meeting and notice the meeting again to be reconvened within 30 days, provided at the third meeting, the quorum requirement shall be reduced by one-half, to 15% of the Members. The amendment may then be approved by two-thirds of the votes of the Members present at the meeting with the reduced quorum requirement. If the quorum is attained at the third noticed meeting and the amendment is not approved at such meeting or the quorum is not attained, the amendment may not be brought before the membership again for at least 90 days. Notwithstanding the foregoing; (a) for so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Developer owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer joins in the execution of the amendment.

Section 2. Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

Section 3. Any amendment to these Articles that would alter provisions related to the Surface Water or Stormwater Management System, conservation areas or any water management areas of the Common Areas must have the prior approval of the St. John's River Water Management District ("SJRWMD"). Any such proposed amendments must be submitted to the SJRWMD for a determination of whether the amendment necessitates a modification to the Permit. If the proposed amendment necessitates a modification to the Permit, the modification to the Permit must be approved by the SJRWMD prior to the amendment to these Articles.

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#### ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

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Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

Section 1. With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

#### **ARTICLE XVI - DISSOLUTION**

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### **ARTICLE XVII – CONFLICTS**

In the event of conflicts between the Declaration, Articles and Bylaws, the Declaration controls over these Articles and these Articles control over the Bylaws.

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**ARTICLE XVIII – INCORPORATOR**

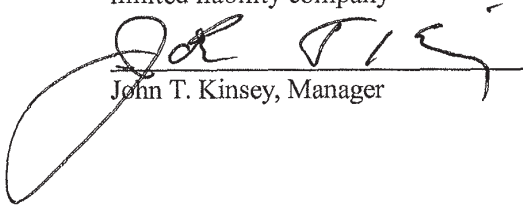
Name: Twin Creeks Ventures LLC

Address: One Town Center Road, Suite 600, Boca Raton, Florida 33486

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 27 day of April, 2016.

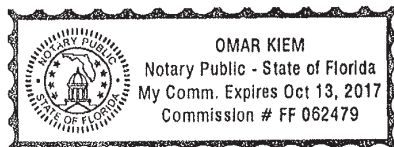
INCORPORATOR:

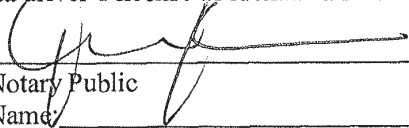
Twin Creeks Ventures LLC, a Florida  
limited liability company

  
John T. Kinsey, Manager

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2016, by John T. Kinsey as Manager of Twin Creeks Ventures LLC who is personally known to me or who has produced a Florida driver's license as identification.

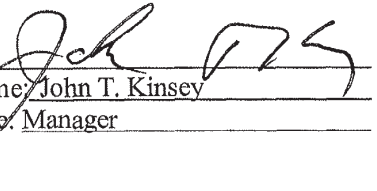


  
Notary Public  
Name: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**REGISTERED AGENT**

The undersigned hereby accepts appointment as Registered Agent of Creekside at Twin Creeks Homeowners' Association, Inc. this 27 day of April, 2016.

Twin Creeks Ventures LLC, a Florida  
limited liability company

By:   
Name: John T. Kinsey  
Title: Manager

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EXHIBIT "C"

BYLAWS

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**BYLAWS OF  
CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC.**

A corporation not-for-profit organized  
under the laws of the State of Florida

1. Identity. These are the Bylaws of CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC., (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering the Community known as Creekside at Twin Creeks located in St. Johns County, Florida (the "Property").
  - 1.1 Principal Office. The principal office of the Association shall be at One Town Center Road, Suite 600, Boca Raton, Florida 33486, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of Creekside at Twin Creeks (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The members of the Association ("Members") shall be as specified in the Articles and the Declaration.
  - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
  - 3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

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- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 11 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

- (a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners, including Declarant after the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot they own.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time, thus giving the Class B Member a three-fourths (3/4ths) majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

(i) three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to third party purchasers other than Builders; or

(ii) thirty (30) days after the Declarant elects to terminate the Class B Membership by resignation of a majority Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member; or

(iii) as otherwise required by applicable law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Owners" shall mean a majority of the votes of Members and not a majority of the number of Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater or lesser percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater or lower percentage of the votes of Members and not of the Members themselves.
- (c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote

for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the vote.
- (d) Corporation. If a Lot is owned by a corporation or other entity, the Manager, Member, General Partner, Chairman of the Board, President, Vice President, Secretary or Treasurer of the entity holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the applicable entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken or a waiver of consent is acted upon the Association is provided with written evidence that such authority does not exist or is vested in some other officer or person. In the absence of such certification, the person executing any such proxies, waivers or consents or presenting himself or herself at a meeting as one of the parties entitled to act for the entity as set forth above, shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting in such capacity and to be fully authorized to act for the entity. In the case of conflicting representation, the entity shall be deemed to be represented by its senior officer, in the order first stated in this subsection.

- 3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened 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 shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.
- 3.7 Adjourned Meetings. Adjournment of an annual meeting or a special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
  - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
  - (c) Proof of notice of the meeting or waiver of notice;
  - (d) Reading of minutes;
  - (e) Reports of officers;
  - (f) Reports of committees;
  - (g) Appointment of inspectors of election;
  - (h) Determination of number of Directors;

- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. Minutes of all meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this

Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

- 4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than five (5) "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the Membership.

- 4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors shall be made in advance of the meeting, no nominations shall be taken from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.
- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a Member may nominate himself as a candidate for the Board.

- 4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Members shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property 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 Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member 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 and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein or in the Articles to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

- (a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in

advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.
- 4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its Members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that

no such committee shall have the authority to:

- (a) Approve or recommend to Members actions or proposals required by this act to be approved by Members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their Members as well.

Each committee must have two or more Members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative Members of any such committee who may act in the place instead of any absent Member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

- 4.16 Architectural Control Committee. As provided in the Declaration, the Board of Directors may create an Architectural Control Committee ("ACC"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ACC. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ACC.

- 4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership by causing a majority of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect a majority of the

Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots and Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (j) Insurance policies;
- (k) Copies of any Certificates of Completion which may have been issued for

the Common Areas;

- (l) Any other permits issued by governmental bodies applicable to the Common Areas in force or issued within one (1) year prior to the date the Members take control of the Association;
- (m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Areas;
- (n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;
- (o) Leases to which the Association is a party, if applicable;
- (p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (q) All other contracts to which the Association is a party.
- (r) All deeds to the Common Areas owned by the Association.
- (s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.18 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace, if any;
- (b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each Amendment thereto;
- (e) A copy of the current Rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members,

which minutes must be retained for at least seven (7) years;

- (g) A current roster of all Members and their mailing addresses and parcel identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - (i) Accurate, itemized, and detailed records of all records and expenditures.
  - (ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
  - (iii) All tax returns, financial statements, and financial reports of the Association.
  - (iv) Any other records that identify, measure, record, or communicate financial information.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State, in accordance with Chapter 720, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
- (b) A Member who is denied access to the Official Records is entitled to the

actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

- (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of Chapter 720. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein or in the Articles or Declaration), the following:

- (a) Operating and maintaining the Common Areas and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments of the Association from all Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to a right of the Members to overrule the Board as provided in Section 14 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.
- (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
- (k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.
- (l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.
- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.
- (p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of

the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating special taxing districts.
- (u) Adopt and appoint committees.
- (v) Electing the Association's Voting Representative for the Recreational Lake Facility Association and directing the manner in which each such Voting Representative is to vote the votes allocated to the Association as a member of the Recreational Lake Facility Association as provided under the Recreational Lake Facility Covenants and the Articles of Incorporation and Bylaws of the Recreational Lake Facility Association (collectively, the "Recreational Lake Facility Association Documents").

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, (ii) collecting of debts owned to the Association, (iii) bringing any contest or appeal of tax Assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary , all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice- President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.17 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of

their service as officers or Directors.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

- (a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the expenses of the Association, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

- (b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified sub-group of Members, where applicable. If either such budget is adopted by a

majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

- 9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.
- 9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.
- 9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a common expense of the Association.
- 9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial

statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for Common Areas;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses;
- (j) General reserves, maintenance reserves and depreciation reserves; and
- (k) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Voting Representative for the Recreational Lake Facility Association. The Association is a member of the Recreational Lake Facility Association. Pursuant to the terms of the Recreational Lake Facility Association Documents, the Association is entitled to one (1) vote for each Lot within Creekside at Twin Creeks, all of which votes are to be cast by a Voting Representative appointed by the Association in the manner set forth below. This Voting Representative shall also serve as a member of the Board of Directors of the Recreational Lake Facility Association after the Turnover Date under the Recreational

## Lake Facility Covenants.

- 10.1 Appointment/Election of Voting Representative. So long as there shall be a Class B Membership as set forth in the Declaration, the Declarant shall have the right to appoint and replace the Association's Voting Representative for the Recreational Lake Facility Association. After the Declarant relinquishes control of the Association, the Association's Voting Representative for the Recreational Lake Facility Association shall be elected by a majority of the Board of Directors at a meeting of the Board which takes place at least thirty (30) days prior to the annual meeting of the Members of the Recreational Lake Facility Association. Except as otherwise set forth herein, (a) the first Voting Representative elected by the Board of Directors shall remain in such position from the time of such election until the day prior to the second annual meeting of the Recreational Lake Facility Association occurring after his or her election; and (b) subsequent Voting Representatives elected by the Board of Directors shall serve in such position for a period commencing on the day of the first annual meeting of the Recreational Lake Facility Association occurring after their election and ending on the day prior to the next following annual meeting of the Recreational Lake Facility Association. No later than fifteen (15) days prior to each annual meeting of the Recreational Lake Facility Association, the Secretary of the Association shall provide a written certificate to the Recreational Lake Facility Association advising the name of the Voting Representative that was appointed by Declarant or elected by the Board of Directors, as applicable.
- 10.2 Vacancies and Removal of Voting Representative. Any vacancy in the position of the Association's Voting Representative for the Recreational Lake Facility Association occurring during the time that Class B Membership is in effect shall be filled by the Declarant. Additionally, during the time that Class B Membership is in effect, no Voting Representative appointed by the Declarant shall be subject to removal by Members other than Declarant. Any Voting Representative appointed by the Declarant may be removed and replaced by the Declarant without the necessity of any meeting. After the Declarant relinquishes control of the Association, the Association's Voting Representative for the Recreational Lake Facility elected by the Board of Directors may be removed from this position with or without cause by the vote or agreement of a majority of the Board of Directors. The conveyance of all Lots owned by a Voting Representative who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Voting Representative. Except as to vacancies resulting during the time that Class B Membership is in effect, vacancies in the position of Voting Representative shall be filled by majority action of the Directors. In all events, any removal or replacement of the Association's Voting Representative for the Recreational Lake Facility Association must not take place within five (5) days of any duly noticed special or annual meeting of the Recreational Lake Facility Association.
- 10.3 Voting Representative Voting on Recreational Lake Facility Association Matters. The votes allocated to the Association under the Recreational Lake Facility

Association Documents shall be exercised by the Voting Representative in the manner directed by the Board of Directors. Additionally, the vote of the Association's Voting Representative as a member of the Board of Directors of the Recreational Lake Facility Association shall also be exercised by the Voting Representative in the manner directed by the Board of Directors of the Association.

11. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

13. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

- 13.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association present at duly noticed meeting at which a quorum has been attained. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.
- 13.2 So long as there is a Class B Membership, Declarant reserves the right to amend these Bylaws without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates and except for those terms which specify a required vote for amendment, all other terms these Bylaws may be amended by consent of not less than two-thirds vote of the Members present at a duly noticed meeting called for the purpose of voting on the amendment at which a quorum has been attained. In the event a meeting called for the purpose of amendments hereto does not attain the required quorum, such meeting shall be adjourned and noticed to be reconvened in not more than 30 days. If the Association is still not able to attain a quorum at the second duly noticed meeting, the Association may again adjourn the meeting and notice the meeting again to be reconvened within 30 days, provided at the third meeting, the quorum requirement shall be reduced by one-half, to 15% of the Members. The

amendment may then be approved by two-thirds of the votes of the Members present at the meeting with the reduced quorum requirement. If the quorum is attained at the third noticed meeting and the amendment is not approved at such meeting or the quorum is not attained, the amendment may not be brought before the membership again for at least 90 days. Notwithstanding the foregoing; (a) for so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer or its successor or assign shall be permitted to unilaterally amend these Bylaws; and (b) for so long as Developer owns any portion of the Property, no amendment of these Bylaws shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer joins in the execution of the amendment.

- 13.3 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
- 13.4 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
- 13.5 No amendment shall make any changes in the qualifications for membership or in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.
- 13.6 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members within the Community, without the written approval of all of the Members so discriminated against or affected.
- 13.7 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
- 13.8 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration may have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.

14. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to Rules concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such Rules shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.
15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
17. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
18. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in Section 19.3 hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.
19. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration,

the Articles, these Bylaws or the Rules adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per day per violation not to exceed \$1,000 in the aggregate. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any Rules adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

- 19.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the Rules which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.
- 19.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is

privileged from disclosure by law or otherwise made confidential or protected as work product.

- 19.3 Tribunal. The Board shall appoint a tribunal of at least three Members (the "Tribunal") where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.
- 19.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.
- 19.5 Hearing.
- (a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.
  - (b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.
  - (c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any

common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

- (d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.


19.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

19.7 Suspension of Privileges for Failure to Pay Assessments. The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay Assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State

of Florida, at its first meeting of the Board of Directors on the 14 day of June, 2016.

Approved:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Attest: Secretary

4819-7665-6419, v. 5

UPON RECORDING RETURN TO:

Zelica M. Quigley, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF CREEKSIDE AT TWIN CREEKS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CREEKSIDE AT TWIN CREEKS (the "Amendment") is made this 13 day of July, 2016, by Twin Creeks Ventures LLC, a Florida limited liability company ("Declarant").

**W I T N E S S E T H**

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CREEKSIDE AT TWIN CREEKS, which was recorded on July 8, 2016, in Official Records Book 4219, Page 1745 of the Public Records of St. Johns County, Florida (the "Declaration"); and

WHEREAS, pursuant to Article XVI, Section 5, so long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners and such amendments shall not require the consent of the Institutional First Mortgage Lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Section 4 of Article I is hereby deleted in its entirety and replaced with the following:

"Section 4. "Builder" shall mean any person or entity that purchases more than one Lot from the Declarant for the purpose of constructing Homes on such Lots for sale to third party purchasers, including without limitation, Lennar Homes, LLC, a Florida limited liability company."

3. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

DECLARANT:

TWIN CREEKS VENTURES LLC, a Florida limited liability company

Zelica M. Quigley  
Print Name: Zelica M. Quigley

John Barrett Kinsey  
Print Name: John Barrett Kinsey

By: John T. Kinsey  
John T. Kinsey, Manager

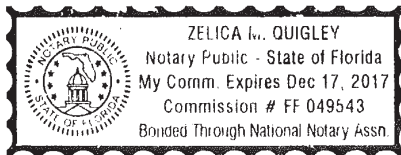
STATE OF FLORIDA           )  
  ) ss  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 14 day of June, 2016, by John T. Kinsey, as Manager of Twin Creeks Ventures LLC, a Florida limited liability company on behalf of the company. He is personally known to me and did not take an oath.

[NOTARIAL SEAL]

By: Zelica M. Quigley  
Name: Zelica M. Quigley

Serial Number, if any: \_\_\_\_\_  
My Commission Expires: 12/17/17



UPON RECORDING RETURN TO:

Zelica M. Quigley, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, FL 33434

\_\_\_\_\_  
ABOVE THIS LINE FOR RECORDER'S USE

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF CREEKSIDE AT TWIN CREEKS**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CREEKSIDE AT TWIN CREEKS (the "**Amendment**") is made this 15 day of November, 2016, by Twin Creeks Ventures LLC, a Florida limited liability company ("**Declarant**").

**WITNESSETH**

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CREEKSIDE AT TWIN CREEKS, recorded in Official Records Book 4219, Page 1745 of the Public Records of St. Johns County, Florida, as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Creekside at Twin Creeks recorded in Official Records Book 4223, Page 1496 of the Public Records of St. Johns County, Florida (collectively, the "**Declaration**").

WHEREAS, pursuant to Article XVI, Section 5 of the Declaration, so long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners and such amendments shall not require the consent of the Institutional First Mortgage Lenders; and

WHEREAS, as of the date of this Amendment, the Declarant is the Class B Member; and

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein;

NOW, THEREFORE, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Article I, Sections 14, 15 and 24 are hereby revised to read as follows:

Section 14. “Institutional First Mortgage” or “Institutional Mortgage” shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 15. “Institutional First Mortgagee” or “Institutional Mortgagee” or “Institutional First Mortgage Lender” shall mean a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company Corporation or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 24. “Property” or “Land” is the property described in **Exhibit “A”**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

3. Article XII, Sections 1, 3 and 4 are revised to read as follows:

Section 1. Approval. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder Mortgagee): the abandonment, partition, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area or dedication of Common Area as permitted in this Declaration; a material change in the method of determining the Assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; or the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 3. Priority. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Institutional First Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Assessments. Any Institutional First Mortgagee ~~of~~ holding an Institutional First Mortgage on a Lot on ~~within~~ the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Institutional First Mortgagee; however, such Institutional First Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action and prosecuted such foreclosure action to final judgment and sale within twelve months of the filing thereof. 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 that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment assessed or coming due after the date of acquisition of title to the Lot.

4. Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

DECLARANT:

TWIN CREEKS VENTURES LLC, a Florida  
limited liability company

Zelma M. Quigley  
Print Name: Zelma M. Quigley  
Bryan Kinsey  
Print Name: Bryan Kinsey

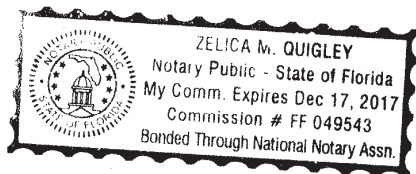
By: [Signature]  
John T. Kinsey, Manager

STATE OF FLORIDA       )  
                                  ) ss  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 15 day of November, 2016, by John T. Kinsey, as Manager of Twin Creeks Ventures LLC, a Florida limited liability company on behalf of the company. He is personally known to me and did not take an oath.

By: Zelma M. Quigley  
Name: \_\_\_\_\_

[NOTARIAL SEAL]



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

This instrument prepared by/return to:  
McCabe | Ronsman  
Edward Ronsman, Esq.  
110 Solana Rd., Ste. 102  
Ponte Vedra Beach, FL 32082

**FIRST AMENDMENT TO THE**  
**BYLAWS CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC.**

**THIS FIRST AMENDMENT** to the Bylaws of Creekside at Twin Creeks Homeowners' Association, Inc. ("Association") is made this 25<sup>th</sup> day of September, 2020 by Twin Creeks Ventures, LLC, a Florida limited liability company ("Declarant"), pursuant to Section 13.2 of the Bylaws of Creekside at Twin Creeks Homeowners' Association, Inc.

*(Additions are indicated by underline, deletions are indicated by ~~strike-through~~. Additions to headings are indicated by double underline.)*

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. Proxies shall not be used in the election of Directors. 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 shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

...

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") ~~of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant;~~ of not less than three (3) ~~after the Declarant's turnover of such control; and in no event more than five (5) "Directors"; the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein,~~ the total number of Directors shall always be an odd number. The number of Directors to may be determined increased or decreased from time to time upon written resolution of the Board of Directors, which resolution shall be executed not less than seventy-five (75) days prior to the date of the next election majority vote of the Membership. In no instance shall the reduction of the number of Directors result in the removal of a Director prior to his or her term.

4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Nominations from the floor at the annual meeting are prohibited. The Association shall thereafter mail or deliver a second notice of the election to all Members entitled to vote, together with a written notice, agenda, and a ballot which shall list all candidates in alphabetical order. Elections shall be decided by a plurality of 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 for the Board of Directors. There shall be no cumulative voting, and no Member shall permit any other person to vote his or her ballot. Any improperly cast ballots will be deemed invalid. Nominations for Directors shall be made in advance of the meeting, no nominations shall be taken from the floor.
- (1) Candidate Information Sheet. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election to be included with the mailing of the ballot. The costs associated with the copying, mailing, and delivery shall be borne by the Association.
- (2) Assistance for Disability. Any Member who needs assistance with casting a ballot for reasons related to a blindness, an inability to read or write, or other disability may obtain assistance in casting his or her ballot.
- (3) Election Not Required. An election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board.
- (4) Holdover Directors. To the extent that an election is required and unable to be held due to failure to obtain enough ballots, the then Directors shall remain on the Board of Directors until the next scheduled election. At such election, and in order to provide for continued staggered terms, any such holdover Director's seat shall be for the remaining years left had the election been held when the original term expired. In order to determine the Directors elected to each seat, the candidates receiving the most votes at the election shall assume the longest term open for election. In the case of a tie vote the terms shall be determined by lot. The intent

of this provision is to provide a procedure for determining the seats for each elected Director where such terms vary in length due to the inability at previous annual meetings to hold an election.

- (c) The Board of Directors ~~election~~ shall be elected by ballot (written and/or electronic in accordance with Chapter 720, Florida Statutes). ~~written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.~~
- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a member may nominate himself as a candidate for the Board.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on this 25<sup>th</sup> day of September, 2020.

WITNESSES

**TWIN CREEKS VENTURES, LLC, a  
Florida limited liability company**

[Signature]  
Signature of Witness 1

John T. Kinsey  
Printed Name

By: [Signature]  
Name: John T. Kinsey  
Its: Manager

[Signature]  
Signature of Witness 2

OMAR KIEM  
Printed Name

STATE OF FLORIDA     )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25<sup>th</sup> day of September, 2020, by John T. Kinsey, as Manager of Twin Creeks Ventures, LLC, a Florida limited liability company.

[Signature]  
(Signature of Notary Public – State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced: N/A

