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THIS INSTRUMENT PREPARED BY
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DECLARATION
FOR
BEACON LAKE

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**DECLARATION
FOR
BEACON LAKE**

THIS DECLARATION FOR BEACON LAKE (this "Declaration") is made by HEARTWOOD 23, LLC, a Florida limited liability company, its successors and assigns ("Developer"), and joined in by BEACON LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

R E C I T A L S

- A. Developer is the owner of that certain real property located in St. Johns County, Florida ("County"), more particularly described in Exhibit 1 attached hereto and made a part hereof ("Community").
- B. Developer desires to subject the Community to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising the Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Developer hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for the Community established pursuant to Section 23.1 hereof.

"Access Control System" shall mean any system intended to control vehicular access to and/or from the Community.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 21 hereof.

"Association" shall mean Beacon Lake Community Association, Inc., its successors and assigns.

"Association Common Area(s)" shall mean any areas designated by the Developer as common areas to be owned or maintained by the Association, but not including any District Property. As of the date of the execution of this Declaration, all common areas are District Property and not Association Common Area.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

Beacon Lake
Declaration

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"Association Costs" shall mean all costs and expenses of Association and Association Common Area, including, but not limited to, operating costs, administrative costs, taxes, insurance, utility charges, rent, management fees, professional fees, service costs, supplies, salaries, costs of the ACC.

"Board" shall mean, as applicable (i) the Board of Directors of Association, or (ii) the Board of Supervisors of the District.

"Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Builder" shall mean any Owner who is designated in writing as a Builder by Developer. All Owners that are designated as Builders shall be entitled to the rights of Builders contained in this Declaration.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dial tone, open video system or any combination thereof.

"Club" or "Amenity Center" shall mean the Beacon Lake Club which is to be owned, constructed and operated by the District.

"Club Expenses" shall have the meaning set forth in the District Rules and Regulations.

"Club Manager" shall mean the entity operating and managing the Club at any given time.

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is the District.

"Community Completion Date" shall mean the date upon which all Homes in the Community, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 23.8 hereof.

"Contractors" shall have the meaning set forth in Section 23.11 hereof.

"County" shall have the meaning set forth in the Recitals hereof.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof, as same may be amended from time to time.

"Developer" shall have the meaning set forth in the recitals above and any of its/their designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration.

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Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing.

"District" shall have the meaning set forth in Section 10.1 hereof.

"District Administrative and Maintenance Special Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Assessments" shall have the meaning set forth in Section 10.3 hereof.

"District Debt Service Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Property" shall mean all real property specifically identified on Exhibit 4 hereto, as well as interests and personally within the Community designated as District Property from time to time by Plat or recorded amendment to this Declaration and provided for, owned or maintained by the District for the common use and enjoyment of the public, including the Owners within the Community. The District Property may include, without limitation, the Club, open space areas,. The District Property does not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DISTRICT PROPERTY SHALL NOT INCLUDE ANY ASSOCIATION COMMON AREA TO BE OWNED OR MAINTAINED BY THE ASSOCIATION.

"District Rules and Regulations" shall have the meaning set forth in Section 20 hereof. This Declaration is subordinate in all respects to the District Rules and Regulations with respect to the District Property.

"District Special Assessment Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Estate Home" shall mean each single family Home within the Community.

"Front Yard" shall mean the yard of every Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final.

"Home" shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within the Community. A Home shall include, without limitation, a coach home, villa, Townhome, Estate Home, and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to the Lot upon which the Home is constructed. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 21.2 hereof.

"Initial Contribution to Builder" shall have the meaning set forth in Section 21.11 herein.

"Initial Contribution to Developer" shall have the meaning set forth in Section 21.11 herein.

"Installment Assessments" shall have the meaning set forth in Section 21.2 hereof.

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"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community.

"Lot" shall mean any platted residential lot shown on a Plat. Once a Home has been constructed on a Lot, the term "Lot" shall be deemed to include all improvements thereon including, without limitation, a Home.

"Marketing Activity" or **"Marketing License"** shall have the meaning set forth in Section 10.6 of this Declaration.

"Master Plan" shall mean collectively any full or partial concept plan for the development of the Community, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of the Community or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Neighborhood" shall mean any subdivision of the Community which is subject to the jurisdiction of a Neighborhood Association, as may be created by a Builder with respect to its property. Each Lot and/or Home shall be part of a Neighborhood, if any.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration, if any. No Neighborhood Declaration shall be effective unless and until approved by Developer and the Builder that owns the property being subjected to such Neighborhood Declaration, which approval shall be evidenced by Developer's and Builder's execution of, or joinder in, such Neighborhood Declaration.

"Neighborhood Developer" shall mean any developer, as defined in a Neighborhood Declaration.

"Owner" or **"Homeowner"** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include the Developer or Builders (once so designated in writing by Developer) until the Turnover Date, or a Lender.

"Parcel" shall mean any portion of the Community upon which one or more Homes may be constructed.

"Party Roof" shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean the permit issued by SJRWMD, a copy of which is attached hereto as **Exhibit 5**.

"Plats" shall mean the plats respecting the Community to be filed in the Public Records, as the same may be amended from time to time.

"Proposed Use" or **"Intended Use"** shall mean that the Lots shall only be used for developing thereon one (1) Home on each Lot. Each Home constructed on a Lot shall be comprised of the following air-conditioned building size:

- a. For each Lot which is approximately 53 feet in width ("**53 Foot Lot**") on the property described on **Schedule 1-A**, a Home having a minimum of 1,800 square feet and a Home having a maximum

- of 2,908 square feet (however, 30% of the 53 Foot Lots can be built with a minimum of 1,750 square feet);
- b. For each Lot which is approximately 73 feet in width ("73 Foot Lot") on the property described on Schedule 1-A, a Home having a minimum of 2,600sf and a Home having a maximum of 5,000sf;
- c. For each Lot which is approximately 43 feet in width ("43 Foot Lot") on the property described on Schedule 1-B, a Home having a minimum of 1,395 square feet and a Home having a maximum of 2,500 square feet, provided that 15% of the 43 Foot Lots can be built with a maximum of 2,650 square feet; and
- d. For each Lot which is approximately 63 feet in width ("63 Foot Lot") on the property described on Schedule 1-B, a Home having a minimum of 2,200 square feet and a Home having a maximum of 3,300 square feet (however up to 10% of the Homes on the 63 Foot Lots have a maximum of 3,750 square feet).

"Public Infrastructure" shall have the meaning set forth in Section 10.2 hereof.

"Public Records" shall mean the Public Records of St. Johns County, Florida.

"Reserves" shall have the meaning set forth in Section 21.2 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing the Community as adopted by the Board from time to time, but not including the District Rules and Regulations.

"SJRWMD" shall mean the St. Johns River Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 21.2.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with District, Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide District, Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing (which may be provided by Telecommunications Providers pursuant to agreements with the Association), advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Community. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support

provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

“Telephony Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

“Title Documents” shall have the meaning set forth in Section 30.10 hereof.

“Toll Calls” shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

“Townhome” shall mean each Home within the Community that is part of a Townhome Building.

“Townhome Building” shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls and in which the Homes have private garages.

“Turnover Date” shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to the date currently required by law.

“Use Fees” shall have the meaning set forth in Section 21.2.3 hereof.

“Wetland Conservation Areas” shall have the meaning set forth in Section 13.9.3 herein. The Wetland Conservation Areas will be owned and maintained by the District.

3. Plan of Development.

3.1 General. The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s and/or Builder’s buyers. Subject to the Title Documents, Developer and/or any Builders may wish and have the right to develop the Community and adjacent property owned by Developer or Builders into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of the Community as finally developed.

3.2 Association’s Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer and/or any Builder. Without limiting the foregoing, Association shall provide Developer (and Builders, if applicable) with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development and conveyance of the Association Common Area, and (iii) master land development requirements. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer, District or Club Owner unless such amendment receives the prior written consent of Developer, District or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with

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Section 13.9 hereof which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity; provided, however, that all amendments shall require the prior written consent of any Builders who have received a partial assignment of any Developer rights and the written approval of the District with respect to District property and the Club Owner as to the Club. In addition to the foregoing, to the extent required in connection with a Builder's construction activities within the Community, Developer shall cooperate in amending the Declaration pursuant to such Builder's request. Further, to the extent that an amendment to this Declaration is desired by a Builder, such Builder may present the proposed amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of the Community; additions or deletions from the properties comprising the Association Common Area; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes and appurtenances as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment and the written approval of the District with respect to District property and the Club Owner as to the Club. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Annexation and Withdrawal

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of the Community by Developer, so long as the Developer has received the prior written consent of any Builders that have received an assignment of some or all of the Developer's rights, which consent shall not be unreasonably withheld or delayed. Such additional lands to be annexed may or may not be adjacent to the Community. Except for applicable governmental approvals (if any) and Builder consents (as referenced above), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of the Community, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of the Community. Such amendment may contain additions to, modifications of or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to the Community. Further, to the extent that a Builder that has received an assignment of some or all of the Developer's rights desires to annex lands into the Community, such Builder may

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present the proposed annexation amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of the Community (or any additions thereto) may be withdrawn by Developer and the owner of any such portion of the Community from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records, so long as Developer receives the prior written consent of all owners of such portion of the Community, which consent shall not be unreasonably withheld or delayed. The right of Developer to withdraw portions of the Community shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of the Community). Association shall have no right to withdraw land from the Community. Further, to the extent that a Builder that has received an assignment of some or all of the Developer's rights desires to withdraw lands from the Community, such Builder may present the proposed withdrawal amendment to the Developer for approval, execution and recording, and the Developer shall not unreasonably withhold or delay its approval, execution and recording of the same.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Association Common Area in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, certain portions of the Association Common Area may be conveyed to the District, an appropriate agency of local government, or a non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, the Community and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration and for obligations to the District, including, but not limited to, District Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Association Common Area. Without limiting the foregoing, the obligation of each Owner to pay the District Assessments shall survive the dissolution of Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Community which had been Association Common Area and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration, the District Rules and Regulations and all District Assessments and irrevocably waives any right to deny, and any claim, that this Declaration, the District Rules and Regulations and all District Assessments and all covenants, conditions and restrictions contained in this Declaration, the District Rules and Regulations and all District Assessments are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on the Community by this Declaration, the District Rules and Regulations and all District Assessments. It is further expressly intended that no re-filing or notice of preservation is necessary

to continue the applicability of this Declaration, the District Rules and Regulations and all District Assessments and the applicability of all covenants, conditions, and restrictions contained in this Declaration, the District Rules and Regulations and all District Assessments. This provision is not subject to amendment, except with the written consent by Developer and as to matters set forth in this Declaration pertaining to the District Property, the District Rules and Regulations, all District Assessments or rights or obligations of the District, without the District's written consent.

7.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use of and enjoyment of the Association Common Area as it pertains to that Lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require.

7.3 Membership. Upon acceptance of title to a Lot, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of the Association. In addition to the foregoing, upon acceptance of title to a Lot, each Builder shall be a member of the Association with respect to each Lot. Membership rights are governed by the provisions of this Declaration, the deed to a Lot, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. Developer rights with respect to the Association are set forth in this Declaration, the Articles and the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, immediately upon taking title, designate one or more persons who are to be the occupants of the Home or Lot and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, Builders or Club Owner, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control as to the property subjected to such Neighborhood Declaration.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Community for various public purposes or for the provision of Telecommunications Systems, or to make any portions of the Community part of the Association Common Area, District Property or to create and implement a special taxing district which may include all or any portion of the Community. In addition, the Association Common Area of the Community may include decorative improvements, berms and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain

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weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE ASSOCIATION COMMON AREA AND/OR DISTRICT PROPERTY. DEVELOPER AND THE DISTRICT SPECIFICALLY RESERVE THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL ASSOCIATION COMMON AREA AND/OR DISTRICT PROPERTY AT ANY TIME WITHOUT NOTICE AT THEIR RESPECTIVE DISCRETION.

9. Operation of Association Common Area and/or District Property.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of Association Common Area to Association or District Property to the District, Developer shall own, operate, and administer Association Common Area and/or District Property (if applicable) without interference from any Owner or Lender of a Parcel, Lot or any portion of the Community or Home or any other person or entity whatsoever. Owners shall have no right in or to any Association Common Area referred to in this Declaration unless and until same are actually conveyed to, leased by, dedicated to, and/or maintained by Association. Moreover, the Owners and any non-resident fee payers, as may be defined in the District Rules and Regulations, shall not have any right to use District Property unless and until same are actually conveyed to, dedicated to and/or maintained by the District. The current conceptual plans and/or representations, if any, regarding the composition of the Association Common Area and/or District Property are not a guarantee of the final composition of the Association Common Area and/or District Property. No party should rely upon any statement contained herein as a representation or warranty as to the extent of (i) the District Property to be owned, leased by, operated or dedicated to the District, or (ii) Association Common Area to be owned, leased or dedicated to the Association as long as Developer controls Association. Developer further specifically retains the right to add to, delete from, or modify any of the Association Common Area referred to herein in its sole discretion and without notice.

9.2 Construction of Association Common Area. It is anticipated, but not guaranteed, that Developer, Builders and/or Builders will construct, at their sole cost and expense, the Association Common Area and/or the District will construct the District Property using the District Special Assessment Bonds or other revenues as financing, certain facilities and improvements, together with equipment and personalty contained therein, and such other improvements and personalty. Prior to the Community Completion Date, Developer reserves the absolute right to construct, (or permit the Association and/or the District to construct, additional Association Common Area, District Property or other facilities and improvements within the Community), from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Association Common Area or District Property until the District Property is conveyed to the District. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, Association Common Area or District Property as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Association Common Area or District Property, or changes or modifications to any of them.

9.3 Use of Association Common Area by Developer and Builders. Until the Community Completion Date, Developer shall have the right to use any portion of the Association Common Area and the Marketing Rights with respect to the District Property, without charge, for any purpose deemed appropriate by Developer. Additionally, the Developer and Builders shall be entitled to use any portions of the Association Common Area and District Property necessary to access and develop its Lots.

9.4 Conveyance.

Form of Deed. Each deed of the Association Common Area and/or District Property shall be subject to the following provisions:

9.4.1.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.1.2 matters reflected in the Plat;

9.4.1.3 perpetual non-exclusive easements in favor of the Builders and Developer, their successors, and assigns in, to, upon and over all of the Association Common Area and District Property for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of the Builders and Developer, and their employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.1.4 all restrictions, easements, covenants and other matters of record;

9.4.1.5 taxes and assessments for the year in which the conveyance occurs and subsequent years, not yet due and payable, except with respect to District Property in which case taxes and assessments are addressed by separate agreement between Developer and District;

9.4.1.6 in the event that Association believes that Developer or a Builder shall have failed in any respect to meet Developer's or Builder's obligations under this Declaration or has failed to comply with any of Developer's or Builder's obligations under law or the Association Common Area conveyed herein are defective in any respect, Association shall give written notice to Developer or Builder, as applicable, detailing the alleged failure or defect. Once Association has given written notice to Developer or Builder pursuant to this Section, Association shall be obligated to permit Developer or Builder, as applicable, and its respective agents to perform inspections of the Association Common Area and to perform all tests and make all repairs/replacements deemed necessary by Developer or Builder to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer and Builders to repair or address, in Developer's or Builder's, as applicable, sole option and expense, any aspect of the Association Common Area deemed defective by Developer or Builder during its inspections of the Association Common Area.

9.4.1.7 Any conveyance or dedication by Developer of the District Property shall be subject to the Developer reserving the Marketing License and any such conveyance or dedication shall be subject to the Marketing License.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of any Association Common Area to Association or District Property to the District, the portion of the Association Common Area or District Property so dedicated shall be owned, operated and administered by Association or the District, respectively, for the use and benefit of: (i) in the case of Association Property, the owners of all property interests in the Community including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders, and (ii) in the case of District Property, all patrons of the District as defined by the District Rules and Regulations. Subject to Association's and the District's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Association Common Area to a third party without (A) if such Association Common Area is owned by the Association, then (i) if prior to and including the Turnover Date, obtaining the approval of (a) a majority of the Board; and (b) the consent of Developer and, or (ii) from and after the Turnover Date, approval of (x) sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Board; and (y) seventy-five percent (75%) of all of the votes in Association.

9.6 Association Common Area. Any Association Common Area may be owned by the Association, which may contain certain paved areas, entry features and/or landscaping. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or repair of the Association Common Area owned by the Association .

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Association Common Area and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association, as applicable. The District Property shall at all times be under the complete supervision, operation, control and management of the District. Notwithstanding the foregoing Association (as to the Association Common Area) or the District (as to the District Property) may delegate all or a portion of their obligations hereunder to a licensed manager or professional management company. Association or District (as applicable) specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners, and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage any Association Common Area. Further, in the event that an Association Common Area or District Property is created by easement, dedication, deed or other conveyance, Association's or the District's rights (as applicable) with respect to such Association Common Area or District Property may be limited by the terms of the document creating such easement, dedication or other conveyance.

9.8 Use.

9.8.1 General Public Use. The Association Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Association Common Area. Developer and Association have the right, at any and all times, and from time to time, to further additionally provide and make the Association Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The District Property shall be used and enjoyed by the Owners on a non-exclusive basis in common with members of the public, subject to terms of this Declaration, District Rules and Regulations and the right of the District to collect District Assessments from Owners and charge fees to members of the public to utilize Club and other District Property. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. All persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Roads comprising the District Property for pedestrian and vehicular ingress and egress to the Club for all purposes and the use of the Club shall be subject to such rules and regulations regarding the Club as the District may adopt from time to time.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers and/or Association and/or others may obtain the use, possession of or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Builders that have been assigned some or all of the Developer's rights may enter into easement agreements respecting Lots, Parcels and Homes owned by such Builder(s), but may not, without the prior written consent of Developer, enter into easement agreements respecting other portions of the Community. The Association (as to any Association's Common Areas) may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board and the consent of the Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES, IF ANY, MAY VARY, THERE IS NO GUARANTEE BY DEVELOPER, BUILDERS, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, the District, and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within the Community, if any. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC, provided however that any such fence located within a District easement shall require the prior written approval of the District and the Owner shall be required to maintain

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the portion of the lake slope between such fence, gate or wall and the Home on such Lot. All or a portion of the waterbodies within the Community, if any, may be or become part of the District Property owned by the District.

9.8.4 Obstruction of Association Common Area and District Property. No portion of the Association Common Area or District Property may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association or the District, respectively.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Community accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of the Community (e.g., the Association Common Area or District Property) including, without limitation, (a) actions or inactions taken, or nuisances caused, by neighboring Owners (b) noise from maintenance equipment, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community and (f) design of any portion of the Community. Each such person entering onto any portion of the Community also expressly indemnifies and agrees to hold harmless Developer, each Builder, the District, District Manager, Club Owner, Club Manager, Association, and their employees, directors, representatives, officers, agents, affiliates, managers, consultants, contractors, engineers, attorneys and partners (collectively, "Indemnified Parties") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Association Common Area or District Property, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Association Common Area or District Property, including without limitation, all waterbodies (if any) or pools do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE ASSOCIATION COMMON AREA AND/OR DISTRICT PROPERTY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS, CLUB OWNER, CLUB MANAGER, THE NEIGHBORHOOD ASSOCIATIONS, AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Association Common Area and/or District Property, including, without limitation, use of waterbodies within the Community, if any, by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Builders, the District, Club Owner, Club Manager, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, a Builder, the District, Club Owner, Club Manager, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Association Common Area and the Community as to the Association Common Area. The District shall have the right to adopt District Rules and Regulations governing the use of the District Property (including the Club). The Rules and Regulations and/or District Rules and Regulations need not be recorded in the Public Records. The Association Common Area shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would prohibit or restrict the development or operation of the District Property or other areas owned by the District or

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adversely affect the interests of Developer. In addition to the foregoing, Developer shall have the right, but not the obligation, to exempt Builders from the Rules and Regulations pursuant to a written assignment (or partial assignment) of Developer rights which specifically exempts such Builder from such Rules and Regulations. Without limiting the foregoing, Developer and/or its assigns, shall have the right to: (i) develop and construct improvements on the District Property (with the written consent of the District), Homes, Association Common Area, and related improvements within the Community and other uses permitted by applicable zoning (as approved in writing by the Association in its sole discretion), and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of the Community), general offices and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within the Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Community; (v) post, display, inscribe or affix to the exterior of any portion of the District Property, Association Common Area or portions of the Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Community including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising the Community.

9.10 Public Facilities. The Community will include facilities which are a part of the District Property, such as the Club owned or controlled by the District and roads and other areas dedicated to the District or other governmental authority.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Association Common Area or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Association Common Area; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Association Common Area or the development to the District, a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and the Community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing; provided, however, that any such dedication or transfer shall not result in expense to the general taxpayers of the County (other than Owners and user fees to members of the public utilizing such Association Common Area on terms established by the District from time to time) or the assumption by the County of any responsibility for maintenance of any portion of the Association Common Area. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same. Developer may, but shall not be required, to apply for a street lighting special taxing district, which would operate upon creation.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to the District and the County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Community (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association

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(as to Association Common Area) or District (as to District Property). Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes, Association Common Area and District Property, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then the District (if the District owns the Non-Conforming Pavers) or Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment (if incurred by the Association) and/or District Assessment (if incurred by the District), unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, Builder(s), Club Owner, the District, and their officers, directors, shareholders, representatives, agents, partners, attorneys, engineers, managers, affiliates, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Association Common Area, District Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' and paraprofessional fees at all levels of proceedings including appeals), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. The Community is subject to the Plat. The Plat may identify some of the Association Common Area and/or District Property within the Community. The description of the Association Common Area on the Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Association Common Area and/or District Property. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Association Common Area and/or District Property, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Association Common Area and/or District Property.

9.16 Contracts for Services. The Association shall have the right (but not the obligation) to franchise, establish or enter into a contract for providing utility, cable, gas, internet, telephone and other telecommunication services (or any portion of such services) to all or any part of the Community upon terms and conditions as Developer (or the Association) may deem appropriate, provided that such service is competitive with that otherwise available in the marketplace generally, recognizing that such service may not be the lowest rate charged, but will be competitive with the pricing for similar services in the County. Each Owner agrees to comply with the terms of any agreement between Developer or the Association and any provider of service and Developer hereby reserves any easements in connection with such systems or services requested by the provider of any of such service as may be reasonably necessary to install, construct or maintain any of the respective systems. Additionally, each Owner shall fully cooperate with the provider of such services with respect to the installation of any wiring, equipment or other apparatus or device required by said provider to be placed on the Lot. The parties recognize that the Developer or the Association cannot control the installation of such cable, internet, telephone, telecommunications services and other utility services to the Lot. Each Home constructed on the Lot shall be equipped for and connected to gas service for the oven, hot water heater and dryer therein, and if not, then the Owner of such Lot shall be liable for any liquidated damages payable to the gas utility company (including TECO) as a result thereof. Community Development District.

10.1 Generally. The Community is located within the Meadow View at Twin Creeks Community Development District (the "District"). Portions of the infrastructure and property serving the Community will be

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owned and maintained by the District, including, but not limited to, the Club and related amenities, lakes, roads, drainage system, Surface Water Management System, landscaping and/or utilities. IT IS ANTICIPATED THAT MOST, IF NOT ALL, OF THE PUBLIC INFRASTRUCTURE SERVING THE COMMUNITY, INCLUDING THE CLUB, WILL BE OWNED BY THE DISTRICT OR CONVEYED TO ANOTHER GOVERNMENTAL ENTITY. HOWEVER, AT THIS TIME, IT IS NOT KNOWN WHAT PORTIONS OF THE COMMUNITY WILL BE DESIGNATED ASSOCIATION COMMON AREA OWNED AND OPERATED BY THE ASSOCIATION OR WHICH IS DISTRICT PROPERTY TO BE OWNED AND/OR OPERATED BY THE DISTRICT. FINAL DETERMINATION OF OWNERSHIP MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT. Subject to applicable law, the District and Association reserve the right to transfer any public infrastructure and improvements owned by one of them to the other, and to contract with one another for the maintenance of such public infrastructure and improvements. THIS DECLARATION IS NOT INTENDED TO AFFECT OR LIMIT IN ANY WAY THE DISTRICT'S AUTHORITY UNDER CHAPTER 190 OF THE FLORIDA STATUTES TO OWN AND MAINTAIN DISTRICT OWNED PROPERTY, OR AMEND IN ANY WAY ANY AGREEMENTS BETWEEN THE DISTRICT AND THE DEVELOPER. ACCORDINGLY, REGARDLESS OF ANY PROVISIONS OF THIS DECLARATION, ANY RIGHTS GRANTED HEREUNDER TO DEVELOPER AND/OR BUILDERS ARE SUBJECT TO ANY AGREEMENTS BETWEEN THE DISTRICT AND DEVELOPER, AND DEVELOPER AND ANY BUILDERS SHALL NOT EXERCISE ANY SUCH RIGHTS IN A MANNER INCONSISTENT WITH SUCH AGREEMENTS, IN A MANNER INCONSISTENT WITH THE DISTRICT'S OBLIGATIONS TO THE DISTRICT'S BONDHOLDERS, IN A MANNER THAT WOULD ADVERSELY AFFECT THE TAX EXEMPT STATUS OF THE DISTRICT'S BONDS, OR IN A MANNER INCONSISTENT WITH APPLICABLE LAW. FOR FURTHER INFORMATION ABOUT THE DISTRICT, PLEASE REFER TO, AMONG OTHER DOCUMENTS, THE "NOTICE OF ESTABLISHMENT OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT" RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY AT BK 4166 PG 559 ET SEQ. AND THE "DISCLOSURE OF PUBLIC FINANCING" RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY AS INSTRUMENT NO. 2016073453, BK 4283, PG 1713 ET SEQ.

10.2 Creation of the District. The District may issue special assessment or other bonds (the "**Bonds**") to finance a portion of the cost of the public infrastructure serving the Community. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Community under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following; the Club and related amenities, water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the Community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Community ("**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Public Infrastructure may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Special Assessment Bonds**") may be repaid through user fees, assessments, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure, the District may also impose an annual non ad valorem special assessment to fund the operations of the District, and the maintenance and repair of its Public Infrastructure and its services ("**District Administrative and Maintenance Special Assessments**"). Please refer to Chapter 190 of the Florida Statutes for a complete list of the District's powers and authority.

10.3 District Assessments. The District Debt Service Assessments and District Administrative and Maintenance Special Assessments (collectively, the ("**District Assessments**") are first priority special assessment liens co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the District, or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Generally speaking, because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Administrative and Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of

tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed.

10.4 District Property. Portions of the Community’s public infrastructure and property may be conveyed by Developer or Builders to the District to the extent accepted by the District. The District shall govern the use and maintenance of all property owned by the District, and such property shall not be considered “Association Common Area” for purposes of this Declaration. ANY CONVEYANCE OF DISTRICT PROPERTY TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer or Builders (to the extent such property is owned by such Builders) may decide, in their sole discretion, to convey additional portions of the property to either the District or Association, thereby making such Association Common Area if accepted by the Association an Association Common Area and, upon acceptance by the District, a part of the District Property. The District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for its respective property. The establishment of the District will obligate each Owner to become responsible for the payment of District Assessments and other amounts authorized by law.

10.5 Disclosure of Public Financing. The District shall, upon written request, make available to all Owners and existing residents, and to all prospective residents, of the District disclosure of information relating to the public financing and maintenance of improvements undertaken by the District. The District shall furnish each Developer or Builder of a residential development within the District with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy, and any Developer of a residential development within the District, when required by law to provide a public offering statement, is required to include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The District has filed the disclosure documents by Instrument No. 2016073453, recorded in Official Records Book 4283, Page 1713 et seq. of the Public Records of the County.

10.6 Marketing Activity.

10.6.1 Marketing License. The District hereby grants to the Developer (or its designee(s)) the non-exclusive right (“Marketing License”) to install signage, displays and other marketing materials, including, but not limited to, flags and inflatable devices to access the District Property to perform marketing and sales activities, and to periodically conduct marketing events with reasonable prior notice, on District Property (together, “Marketing Activities”). Such District Property shall primarily be used for District purposes, and the Marketing Activities shall be incidental to, and shall not interfere with, that primary public purpose. In conducting the Marketing Activities, the Developer (and its designee(s)) assumes all risk of damage or loss from such Marketing Activities, and shall comply with all applicable laws and ordinances and the orders, rules, regulations and requirements of all governments and entities having jurisdiction, including the District’s rules and policies, as may be established and/or amended from time to time. When the Developer and/or its respective assigns no longer own any property in the Community, or such earlier date as the Developer’s may designate in writing (at is exclusive) (“Marketing Term”), the Developer and/or its respective assigns shall remove all signage and marketing displays, and otherwise restore the District’s Property to materially the same condition as existed prior to the Developer’s use of the District’s Property for the Marketing Activities.

10.6.2 No Public Forum. The District’s grant of the Marketing License to Developer does not provide or create a general public forum for expression. Rather, the District’s fundamental purpose behind granting the Marketing License is to promote the health, safety and welfare of the District, its residents, and the Community, in particular through facilitating the development of the Community. The District reserves the right to limit any Marketing Activities in the event that, after consultation with the District’s bond counsel, the District reasonably determines that the Marketing Activities may have an adverse effect on the exclusion of interest on the District’s tax-exempt bonds. Further, the District and the Developer reserve the right to cancel or otherwise amend the rights granted hereunder with respect to the Marketing License without the agreement of the Association.

10.6.3 Use. During the Marketing Term, the District shall not permit Marketing Activities to Builders or other third parties in connection with the sale or leasing of real property without the prior written consent of the Developer.

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10.6.4 AS IS. The District Property to be used by Developer (or its designee(s)) for the purposes stated herein is delivered to and accepted by Developer in its "AS IS" condition and without any warranty or representation, express or implied, as to condition or suitability for Developer's purposes, whatsoever.

11. Party Walls.

11.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within the Community which are built by Developer or a Builder as part of the original construction of the Townhome Buildings and Villa Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer or Builder, including without limitation, any Party Wall, shall protrude over an adjoining Townhome or Villa, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

11.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Townhomes or Villas sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

11.2.3 Alterations. The Owner of a Townhome or other buildings sharing a Party Wall with an adjoining Townhome or other buildings shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

11.2.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes and/or other buildings sharing the Party Wall.

12. Party Roofs.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within the Community, which are built by Developer or a Builder as part of the original construction of the Villas and Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer or Builder, including, without limitation, any Party Roof, shall protrude over an adjoining Villa or Townhome, it shall be deemed that such Owners have granted perpetual

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easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion or Party Roof. The foregoing shall also apply to any replacements of any Party Roof. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

12.2.1 Generally. The Association shall repair, maintain and/or replace the Party Roofs of Townhome Buildings and Villa Buildings within the Community, at such time as the board of directors of the Association deems any such repairs, maintenance and/or replacement necessary or desirable in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Party Roof is maintained, repaired and/or replaced in accordance with this Section. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes and/or other buildings sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

12.2.2 Failure to Contribute. In the event an Owner shall fail or refuse to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs and/or replacements are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed.

12.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome and/or other buildings sharing a Party Roof with an adjoining Townhome and/or other buildings, as applicable, shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ACC.

12.2.4 Easements. Each Owner and Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes and/or other buildings sharing the Party Roof.

13. Maintenance.

13.1 Association Common Area. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Association Common Area dedicated and all improvements placed thereon.

13.2 District Property. The District may contract with Association for maintenance, repair and replacement of all or any portion of the District Property in the District's sole and absolute discretion.

13.3 Drainage. The District shall maintain the drainage facilities within the District Property. To the extent it is not the responsibility of the District, Association shall at all times maintain the drainage systems and drainage facilities within the Association Common Area.

13.4 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Association Common Area (if any) in the event of extreme wind conditions, as determined by the Association in its sole discretion. The expense of such removal shall be part of the Operating Costs of Association. Additionally, in the event winds are forecasted to exceed fifty (50) miles per hour, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

13.5 Lawn Maintenance of Lots. Association shall have no responsibility for maintenance of yards within a Lot. All lawn maintenance of Lot shall be the responsibility of each Owner unless a Neighborhood Declaration provides otherwise with respect to a Neighborhood or type of Home. The District shall be responsible

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for the maintenance of the sprinkler system serving the District's property, if any, located within the Community. To the extent an Owner fails to maintain his or her yard in compliance with the obligations imposed hereby, the Association may, but shall not be obligated to, enter upon the Lot and perform any maintenance needed, in the Association's discretion. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by the Association in its sole discretion) shall be charged to such Owner as an Individual Assessment.

13.6 Irrigation and Sprinkler Systems. Association, or a Neighborhood Association if such Neighborhood Association agrees in writing, shall be responsible to maintain the irrigation and sprinkler systems within the Association Common Area, if any. Association may use lakes within the Community for irrigation purposes, provided however that, in the event the District owns such lakes, such use does not interfere with the District's ability to own and operate the lakes consistent with applicable permits and approvals. Each Owner shall be responsible for the maintenance and repair of any sprinkler and/or sprinkler system located within the respective Lot(s) of such Owner.

13.7 Spine Roads. It is possible that either the District or Association may maintain the medians and swales of any public roads owned by the County or other governmental authority (other than the District) pursuant to agreement with the appropriate governmental entities. The costs of such maintenance shall be Operating Costs of the Association (if maintained by the Association) or part of District Assessments (if maintained by the District).

13.8 District Roads. All roads within the Community (other than the Spine Roads referred to in Section 13.7) shall be public roads owned by the District as District Property and shall be maintained by the District.

13.9 Surface Water Management System.

13.9.1 Duty to Maintain. The Surface Water Management System within the Community will be owned, maintained and operated by the District as permitted by the SJRWMD. The costs of the operation and maintenance of the Surface Water Management System shall be part of the operating costs of the District. Notwithstanding the foregoing, the SJRWMD may have the right to take enforcement action, including a civil action for an injunction and penalties against the District to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the District.

13.9.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System must have the prior written approval of the SJRWMD (and the District in the event that the Surface Water Management System is owned by the District). The District shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SJRWMD permit actions shall be maintained by the District's registered agent for the District's benefit.

13.9.3 Wetland Conservation Areas. Parcels or Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicides, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the District to the extent such lands are owned by the District, as well as the SJRWMD Service Office, Surface Water Regulation Manager.

13.9.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plats associated with the Community. Activities prohibited within the conservation areas include, but are not limited to, the following:

13.9.4.1 Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

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13.9.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

13.9.4.3 Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer;

13.9.4.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

13.9.4.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

13.9.4.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

13.9.4.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

13.9.4.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

13.9.4.9 No Builder or Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded Plat(s) of the Community, unless prior approval is received from the SJRWMD Environmental Resource Regulation Department; and

13.9.4.10 Each Builder and Owner within the Community at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file the SJRWMD.

13.9.5 Waterbodies and Wetlands. The bodies of water and wetlands within the Community are for the purpose of water management and are not designed as aesthetic features. The bodies of water and wetlands may therefore be extremely shallow during several months of the year as a result of, among other reasons, permitting requirements. Neither Developer, District nor the Association has any control over such elevations. No portion of the bodies of water or wetlands may be altered, modified, expanded or filled without written approval of District.

13.10 Adjoining Areas. Except as otherwise provided herein, the District shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within District Property. Under no circumstances shall Association or the District be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.11 Negligence. The expense of any maintenance, repair or construction of any portion of the Association Common Area or District Property necessitated by the negligent or willful acts of an Owner or persons utilizing the Association Common Area or District Property, through or under an Owner shall be borne solely by such Owner and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Association Common Area without the prior written approval of Association.

13.12 Right of Entry. Developer, Builders, the District, Club Owner and Association are granted a perpetual and irrevocable easement over, under and across the Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the

foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of the Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency. Similarly, and without limiting the foregoing, the District is granted a perpetual and irrevocable easement over, under and across the Community for the purposes of carrying out its capital improvement plan, including the construction, maintenance, repair, alteration, replacement and/or removal of improvements (including but not limited to roadways, utilities, landscaping, etc.).

13.13 Maintenance of Property Owned by Others. The District shall, if designated by the District by a document of record, maintain vegetation, landscaping, sprinkler system, the Community identification/features and/or other areas or elements designated by Developer and accepted by the District upon areas which are within or which lie outside of the Community. Such areas may abut, or be proximate to, the Community, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, or the District. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, lakes, irrigation, drainage areas, the Community identification or entrance features, the Community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

14. Multi-Purpose Taxing District. It is possible that the District may maintain the roads, off-site improvements, Surface Water Management System, landscape buffers, entrance features and/or other Association Common Area to be maintained by the District within the Community and, possibly, an adjacent community. In the event the District is not responsible for the maintenance of such roads, off-site improvements, Surface Water Management Systems, landscape buffers and/or entrance features, then a special taxing district or Association may be responsible for such maintenance. Each Home or Lot shall be subject to District Assessments for the operation of District, for Operating Costs or other expenses of the District.

15. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, sidewalks, and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of the Community by the Owner of each Lot. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Association Common Area or District Property that is no longer readily accessible to the Association or the District, respectively. Each Owner shall be responsible for root pruning trees within any portion of his or her Lot. Without limiting the foregoing, to the extent a Neighborhood Association agrees in writing to perform any obligation of an Owner hereunder, then such obligation shall thereafter be the obligation of such Owner's Neighborhood Association. To the extent not maintained by a Neighborhood Association, each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Home in accordance with the standards set forth below.

15.1 Lawn Maintenance Standards. The landscaping shall be maintained in accordance with the Community Standards.

15.2 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

15.2.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

15.2.2 All grass and landscaping located within any rear yard of a Lot shall be maintained by the Owner pursuant to the Community Standards. No gardens, jacuzzis, fountains, playground equipment, pools,

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screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this the Community may not be large enough to accommodate any of the foregoing items in any event.

15.2.3 Without the prior consent of the ACC and consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from the Community, and there shall be no change in the plant landscaping or elevation of such areas, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.2.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

15.2.5 Lake Slopes. The rear yard of some Homes may contain lake slopes. To the extent that such lakes and lake slopes are owned by the District, subject to the provisions of Section 9.8.3, they will be regulated by and maintained by the District. Subject to the provisions of Section 9.8.3, the District shall maintain those portions of the lake slopes located on the Lots, and the Association Common Area, if any, as part of its Operating Expense. To the extent that such lakes are part of the Association Common Area, Association may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to Association Common Area waterbodies. To the extent such lakes are part of the District Property, the District may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to District Property waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. The Association and/or District shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association and the District an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

15.2.6 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

15.2.7 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Association Common Area and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Association Common Area, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make or perform the required maintenance, repairs, or replacements together with interest at the highest rate allowed by law.

15.2.8 Drainage. The final grading of each Lot acquired by a Builder will be the responsibility of the Builder of such Lot to perform such grading so that same shall meet the requirements of the

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drainage plan and system for the Community and to meet the tie in requirements for the overall Community drainage system applicable to such Lot. Upon completion of the grading of each Lot or upon material alteration of such grading, the Builder or Owner (as applicable) shall cause the Lot to have its drainage comply with the drainage plan and system for the Community.

16. Use Restrictions. Each Owner must comply with the following:

16.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC.

16.2 Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes. No roosters or pigeons shall be raised or kept within the Community. The breeding of animals is strictly prohibited within the Community. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County and City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Association Common Area, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Community designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

16.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

16.4 Cars, Motorcycles, Trucks, and Boats.

16.4.1 Parking. Owners' automobiles and motorcycles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. The entry area of the driveway for each Home shall be reserved for the Owner(s), guests and invitees of such Home. No vehicles of any nature shall be parked on any portion of the Community or a Lot except on the surfaced parking area thereof. There shall be no parking in the alley behind the Home or Townhome Buildings, if any. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in the Community except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in the Community.

16.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power or which, in the Board's discretion, is damaged in a way that negatively impacts the aesthetics of the Community including, but not limited to, a vehicle that has plastic bags covering broken or missing windows, shall remain within the Community for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without the ACC approval.

16.4.3 Prohibited Vehicles. No commercial vehicle, limousine, trailer including, but not limited to, house trailers and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a Home. Notwithstanding the foregoing, so long as an Estate Home has a six (6)

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foot PVC fence which has been approved by the ACC, a boat and/or boat trailer, may be kept within the fenced yard of such Estate Home. Boats and/or boat trailers shall not be permitted to be kept within the yard of any Townhome or Villa, unless approved in writing by the Association. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Club Owner, Association Common Area, or any other the Community facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on the Community. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

16.4.4 Rules Regarding Boat and Boat Trailer Storage. No boat or boat trailer may be stored or parked within the Community outside an enclosed structure.

16.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 18.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

16.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, or a Builder, no commercial or business activity shall be conducted in any Home within the Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. 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 or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

16.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes or Lots within the Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF. IN THE EVENT AN OWNER OR OCCUPANT VIOLATES THE TERMS OF THIS SECTION, THE DEVELOPER AND/OR ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON THE HOME OR LOT AND CURE THE VIOLATION AS FURTHER PROVIDED IN SECTION 24.2 OF THIS DECLARATION.

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16.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

16.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Association Common Area except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout the Community.

16.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, wind chimes, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Community without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

16.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of the Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

16.12 Drainage System. Drainage systems and drainage facilities may be part of the Association Common Area, District Property and/or Homes, as applicable. The maintenance of such system and/or facilities within the District Property shall be the responsibility of the District. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Association Common Area adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, Builders, District, Club Owner and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

16.13 Omitted Intentionally.

16.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

16.15 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on any Lot shall be as approved by the ACC pursuant to the Community Standards. No fences, walls, structures or trees shall be permitted within any lake

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maintenance easement of the District or Association or within any District Property abutting the lakes without the prior written consent of the District or the Association, as applicable.

16.16 Fuel Storage and Flammable Substances. No fuel storage shall be permitted within the Community. No fuel, flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance except as may be necessary or reasonably used for normal household use, swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration, shall be kept on any portion of the Community or within any Home, Lot or Parcel. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

16.17 Garages. Each Home may have its own garage. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. The conversion of any garage into living quarters shall be prohibited.

16.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up. Without limiting the foregoing, it is anticipated, but not guaranteed, that the Owners of Villas will be obligated to dispose of garbage in a common dumpster or dumpsters, and that the applicable collection agency may pick up trash from such dumpster(s), rather than from each Lot.

16.19 General Use Restrictions. Each Home, the Association Common Area and any portion of the Community shall not be used in any manner contrary to the Association Documents.

16.20 Hurricane Shutters. Any hurricane shutters or other protective devices installed by any party other than Developer and/or any Builders which are visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

16.21 Irrigation. The water used in the District or Association irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water; instead, Owners must supply their own water for such purposes. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. Developer may not be providing irrigation to the Homes. No Owner whose Home adjoins a waterway, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of waterbody water, if any, by Owners is prohibited and is at the Owner's sole risk. Association and Club Owner may use waterways to irrigate Association Common Area and/or District Property, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, the District, Association, Builders and/or Club Owner, shall have the right to use one or more pumps to remove water from waterbodies for irrigation

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purposes at all times, subject to applicable permitting and other legal requirements. District may utilize a computerized loop system to irrigate the Association Common Area, District Property and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of District.

16.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot.

16.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Community shall be the same as the responsibility for maintenance and repair of the property concerned.

16.24 Leases. Lots or Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. All restrictions and requirements respecting leases in the Association Documents shall apply to all leases of Lots. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be individually leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association upon execution. All leases shall provide that use of the premises is subject to the terms of this Declaration and any breach of this Declaration may be enforced by the Association. Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by a tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Association Common Area or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 29 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

16.25 Minor's Use of Association Common Area or District Property. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer, Builders, Association and District shall not be responsible for any use of the facilities and Association Common Area or District Property by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

16.26 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within the Community. Nuisances shall include, without limitation, the playing of loud music, excessive use of fireworks or the gathering in front of homes, District Property or Association Common Area by any Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Association Common Area, or any other portion of the Community, including a Home or Lot which will increase the rate of insurance to be paid by Association.

16.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

16.28 Paint. Unless otherwise approved in writing by the Association, Homes shall be repainted by each Owner, at such Owner's sole cost and expense within forty-five (45) days of written notice by the Association to such Owner. In the event an Owner fails to repaint their Home in accordance with the above time frame, the Association may, but shall not be obligated to, repaint such Owner's Home and the costs of same shall be charged as an Individual Assessment to the Owner whose Home is repainted.

16.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property of Owners, except usual patio furniture, may be stored on, nor any use made of any Parcel, Lot or Home, or any other portion of the Community, which is unsightly or which interferes with the comfort and convenience of others.

16.30 Townhomes - Pools. Unless otherwise approved in writing by the Association, no pools shall be permitted to be installed on Lots containing Townhomes.

16.31 Estate Home - Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC in accordance with the Community Standards. Pool screening shall require the prior written approval of the ACC prior to installation. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer or a Builder, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. Notwithstanding the foregoing, a pool installed partially in-ground on any portion of a Lot that requires a bulkhead or other design accommodation for grading purposes shall not be considered an above-ground pool.

16.32 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of the Community or change the level of the land within the Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Community. Owners may not place additional plants, shrubs, or trees within any portion of the Community without the prior approval of the ACC.

16.33 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces (outside of Homes) and/or pavement, including, but not limited to, sidewalks, walkways and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. In addition to the foregoing, each Owner shall be responsible for pressure treatments and cleaning of Home's exterior surfaces within thirty (30) days' notice by the ACC. In the event that an Owner fails to comply with the requirements of this Section, the Association shall be entitled to perform pressure treatments and may charge the costs of the same to each applicable Owner as an Individual Assessment.

16.34 Satellite Dishes and Antennas. No exterior visible antennas, 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.

16.35 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

16.36 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be

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no larger than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of the Community in which Lots have not been fully built out while the Developer or any Builder holds any Homes for sale in the ordinary course of business in such portion of the Community. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except to the extent permitted in Section 720.304(2)(b), Florida Statutes or if installed by Developer or a Builder) shall be permitted within the Community unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which conform to the provisions of Section 720.304(2)(a), Florida Statutes, together with flags no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty five degree (45°) angle from the Home.

16.37 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

16.38 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, and/or County, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible above such landscaping, fencing or walls or from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

16.39 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Community, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

16.40 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, and feeding wildlife are prohibited within any waterbodies within the Community, but fishing is permitted in the water bodies within the Community. Motorized boating and motorized personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected within any waterbody without ACC written approval, and, if within District Property, without District written approval.

16.41 Use of Homes. Except as otherwise permitted by the Association Documents, each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

16.42 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

16.43 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither

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Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

16.44 Wells. Wells are permitted with prior written approval of the ACC.

16.45 Wetlands and Mitigation Areas. It is anticipated that the Association Common Area may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas (i) if owned by the Association, are to be maintained by Association in their natural state, and (ii) if owned by the District, shall be maintained by the District in their natural state.

16.46 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

16.47 Window Treatments. 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) weeks 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.

16.48 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Association Common Area, District Property or make any personal use of such Association Common Area or District Property.

16.49 Banding. The Lots on (i) the property described on Schedule I-A shall be on the 53 Foot Lots and/or 73 Foot Lots and shall comply with the Proposed Use on such Lots, and (ii) the property described on Schedule I-B shall be on the 43 Foot Lots and 63 Foot Lots and shall comply with the Proposed Use on such Lots.

17. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer or a Builder, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

18. Requirement to Maintain Insurance.

18.1 Association. Association shall maintain the following insurance coverage:

18.1.1 Flood Insurance. If the Association Common Area are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Association Common Area located within a designated flood hazard area.

18.1.2 Liability, Property Damage, Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

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18.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

18.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

18.1.5 Developer and Builders. Prior to and including the Turnover Date, Developer and Builders, to the extent a Builder owns a portion of the Association Common Area, shall have the right, at Association's expense, to provide, any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

18.2 Homes.

18.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

18.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

18.2.3 Townhome and Villa Buildings. Certain Homes are separated by Party Walls but form part of a Townhome Building or Villa Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building or Villa Building must have the written agreement of all of the Owners of Homes within such Townhome Building or Villa Building, as applicable, before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building or Villa Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building or Villa Building and all Owners of damaged or destroyed Homes within such Townhome Building or Villa Building shall perform Required Repair with respect to such Homes.

18.2.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 18.2 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of the Community.

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18.2.5 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

18.2.6 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County and/or other authorized governmental agency shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

18.2.7 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

18.3 Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

18.3.1 The bonds shall name Association as an obligee.

18.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

18.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

18.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

18.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Association Common Area to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

18.5 Casualty to Association Common Area and District Property. In the event of damage to the Association Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to the District Property or any portion thereof, to the extent the District elects to do so, the District shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

18.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

18.7 Additional Insured. Developer, Builders, Club Owner and their Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

18.8 Cost of Insurance. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred during the guarantee period which result from a natural disaster or an act of God occurring during such guarantee period, which are not covered by proceeds from insurance maintained by Association, including, without limitation, the costs of any deductible and the costs incurred which are in excess of the Association's coverage, shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation under its guarantee, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

19. Property Rights.

19.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Association Common Area which it is entitled to use for their intended purpose, subject to the following provisions:

19.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

19.1.2 Rules and Regulations adopted governing use and enjoyment of the Association Common Area and/or District Property.

19.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

19.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Association Common Area by an Owner, its immediate family, tenants, guests and invitees, for any period during which any Assessment against that Owner remains unpaid.

19.1.5 The right of Developer, Builders and/or Association (as applicable) to dedicate or transfer all or any part of the Association Common Area. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior consent of the Club Owner.

19.1.6 The right of Developer and/or Association to modify the Association Common Area as set forth in this Declaration.

19.1.7 The perpetual right of Developer to access and enter the Association Common Area at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Association Common Area. Association and each Owner shall give Developer unfettered access, ingress and egress to the Association Common Area so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Association Common Area.

19.1.8 The right of Developer and/or Association to modify the Association Common Area as set forth in this Declaration.

19.1.9 The rights of Developer, Builders, Club Owner and/or Association regarding the Community as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights to others.

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19.1.10 Rules and Regulations adopted governing use and enjoyment of the Association Common Area and/or District Property.

19.1.11 An Owner relinquishes use of the Association Common Area at any time that a Home is leased to a Tenant.

19.1.12 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

19.2 Ingress and Egress. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Association Common Area and/or District Property, and for vehicular traffic over, through and across such portions of the Association Common Area and/or District Property as, from time to time, may be paved and intended for such purposes.

19.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for themselves, their nominees, and any other Builders that have received a partial assignment of Developer rights, and creates an easement in favor of the District and Club Owner over, upon, across, and under the Community as may be required in connection with the development of the Community and the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of the Community, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves for itself, its nominees, and Builders that have received a partial assignment of Developer rights, the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer or a Builder, as applicable, and/or for the use of the Club. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Association Common Area and/or District Property. Developer and Builders that have received a partial assignment of Developer rights shall have no liability or obligation to repave, restore, or repair any portion of the Association Common Area as a result of the use of the same by construction traffic, and all maintenance and repair of such Association Common Area shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer or any Builder that has received a partial assignment of Developer rights be obligated to pay any amount to Association on account of Developer or Builder use of the Association Common Area for construction purposes. Developer intends to use, and expects that Builders will also use, the Association Common Area for sales of new and used Homes. Further, Developer and Builders may market other residences and commercial properties located outside of the Community from Developer's or Builder's sales facilities located within the Community. Developer and Builders have the right to use all portions of the Association Common Area and, subject to the terms of this Declaration, the District Property in connection with their marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Association Common Area and, subject to the terms of this Declaration the District Property for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign any or all its rights hereunder to each Builder.

19.4 Public Easements. County, fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Association Common Area and District Property. The County shall also have a permanent and perpetual easement for ingress and egress over and across the Association Common Area and District Property. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within the Community.

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19.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Association Common Area to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

19.6 Easement for Encroachments. In the event that any improvement upon Association Common Area and/or District Property, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

19.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Community (including Lots, Parcels and/or Homes for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.8 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across and under the Community. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

19.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Community (including Lots, Parcels, Homes and the Club) for the reasonable and necessary maintenance of Association Common Area, the Club, utilities, cables, wires and other similar facilities.

19.10 Drainage. A non-exclusive easement shall exist in favor of Developer, Builders, the District, Association, Club Owner and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon the Community for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access exists as shown on the Plat for such parties to enter upon and over any portion of the Community (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

19.11 Club Easements. A non-exclusive easement shall exist in favor of the District and other Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Association Common Area and portions of the Community necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club or other District Property of the District. The District and any other Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the such basis as established by the Club Owner from time to time.

19.12 Easement in favor of Association. Association is hereby granted an easement over all of the Community, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Association Common Area, including, but not limited to, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

19.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

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20. District Rules and Regulations. The use of the Club shall be governed by the District Rules and Regulations and each Homeowner, where applicable, shall be bound by and comply with the District Rules and Regulations which is incorporated herein by reference. In the event of any conflict between the District Rules and Regulations and Association Documents as it pertains to District Property owned or maintained by the District (including, but not limited to, the Club), the District Rules and Regulations shall control.

21. Assessments.

21.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. So long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Notwithstanding the foregoing, during the time which Developer deficit funds the Association, Developer may require Builders to pay such portion of the Operating Costs which directly benefits any Lot(s) or Parcel(s) owned by such Builder(s), as mutually agreed to by the Builder(s) and the Developer, from time to time; provided however, that the portion of Operating Costs to be paid by a Builder shall never exceed such Builder's pro-rata share of Operating Costs based upon the number of Lots and/or Parcels owned by such Builder. If at any time prior to the Turnover Date Developer does not deficit fund the Association, Builders shall be required to pay reduced Assessments on their Lots and/or Parcels (as mutually agreed to by the Builder(s) and the Developer, from time to time) as vacant Lots and/or Parcels may not receive certain services. From and after the Turnover Date, Builders shall be obligated to pay reduced Assessments on their Homes, Lots and Parcels (as mutually agreed to by the Builder(s) and the Board, from time to time). Builders shall never be obligated to pay Special Assessments, management fees, Reserves and/or amounts due from, but not paid by, Owners. The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments (or portions of Operating Costs) owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

21.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of the Community, and in particular for the improvement and maintenance of the Association Common Area and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

21.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

21.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Association Common Area, or nonrecurring expenses (hereinafter "Special Assessments");

21.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Association Common Area, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

21.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Association Common Area for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the

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periodic maintenance, repair, and replacement of improvements comprising a portion of the Association Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

21.2.5 Assessments for which one or more Owners (but less than all Owners) or Builders within the Community is subject ("Individual Assessments") such as costs of special services provided to a Home, Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner, Builder, Lot or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of the Community that Association perform any other obligation of an Owner or Builder under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. In no event shall the Club Owner be subject to Individual Assessments.

21.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

21.4 Allocation of Operating Costs.

21.4.1 For the period until the adoption of the first annual budget, the allocation of Association Operating Costs shall be as set forth in the initial budget prepared by Developer.

21.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in the Community conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes and Owners of Estate Homes will be required to pay additional Operating Costs for services exclusive to Townhomes, Townhome Buildings and/or Estate Homes, respectively.

21.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

21.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

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21.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, it is anticipated, but not guaranteed, that Owners of Townhomes and Owners of Estate Homes will be required to pay additional Operating Costs for services exclusive to Townhomes and/or Estate Homes, respectively.

21.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

21.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. The applicable portion of Assessments or other amounts Due from Builders (as further detailed in this Declaration) shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder.

21.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in the Community, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. At any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("Developer's Option") to either (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all Installment Assessments due from Owners and other income produced by Association pursuant to Section 21.8.1 of the Declaration or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively overfunded Operating Costs of the Association and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter once the amount is finally determined, or, in Developer's sole and absolute discretion, pursuant to terms and conditions approved by Developer, including, without limitation, any payment plan. Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

21.8.1 Without limiting Developer's Option under Section 21.8 of the Declaration, Developer shall be excused from the payment of its share of the Installment Assessments relating to Homes it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the Turnover Date or December 31 of the year in which the Declaration is recorded (the "Guarantee Expiration Date"), provided that the Installment Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase during such period over \$1,000.00 per month and provided further that Developer shall be obligated to pay any amount of Operating Costs actually incurred during such period and not produced by the Installment Assessments at the guaranteed level receivable from Owners and all other income. The period that Developer is excused from the payment of the share of Installment Assessments relating to Homes it is offering for sale may be unilaterally extended by Developer for one or more successive periods of three months each.

21.8.2 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount, including, without limitation, pre-paid amounts, deposits for utilities, and Developer's funding of

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delinquent Installment Assessments, or portion thereof, not paid by Owners, than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

21.8.3 If Developer elects to loan funds to Association for any purpose including, but not limited to, covering uncollected Assessments due from Owners which are not timely paid, Developer may, but shall have no obligation to, require the Association to sign a promissory note. Notwithstanding the foregoing, irrespective of whether a promissory note exists with respect to any loan to Association by Developer, Association shall be liable to Developer for all amounts loaned.

21.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments as per the Builder budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

21.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

21.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly or annually).

21.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

21.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

21.11 Initial Contribution. With the exception of Builders, the first purchaser of each Lot, Home or Parcel from Developer, at the time of closing of the conveyance, shall pay to the Developer an initial contribution in an amount up to three (3) months Assessments (the "Initial Contribution to Developer"). Notwithstanding the foregoing, to the extent the first purchaser of each Lot, Home or Parcel acquires such Lot, Home or Parcel from a Builder, at the time of closing of the conveyance, such purchaser shall pay to the applicable Builder (and not the Developer) an initial contribution in an amount up to two (2) months Assessments (the "Initial Contribution to Builder"). The funds derived from the Initial Contribution to Developer and/or Initial Contribution to Builder shall be used at the discretion of Developer or Builder, as applicable, for any purpose whatsoever.

21.12 Assessment Estoppel Certificates. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within fifteen (15) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner

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requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Association Operating Costs or Assessments to the extent an accounting is not required by applicable law.

21.13 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

21.14 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Lot including the Home and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner or Builder of the Lot at the time when the Assessment became due, as well as the Owner's or Builder's heirs, devisees, personal representatives, successors or assigns.

21.15 Subordination of the Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens, liens for Club Dues and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, unless Florida law as amended from time to time provides for greater liability of a Lender, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, 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 by the Lender. In addition to the foregoing, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorneys' fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the

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obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Lot, and where Florida law does not provide for a greater amount, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Lot from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than a foreclosure.

21.16 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorneys' fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

21.17 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

21.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner, if the Owner remains in possession of a Home after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Home to collect the rent if the Home is leased or rented during the pendency of the foreclosure action. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Association Common Area, the District Property (including, but not limited to, the Club) or by abandonment of a Home.

21.19 Exemption. Notwithstanding anything to the contrary herein, neither Developer, Club Owner, nor the District nor any Home or property owned by Developer shall (unless specified to the contrary by Developer in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 21.8 herein. In addition, the Board shall have the right to exempt any portion of the Community subject to this Declaration from the Assessments, provided that such portion of the Community exempted is used (and as long as it is used) for any of the following purposes:

21.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

21.19.2 Any real property interest held by a Telecommunications Provider;

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21.19.3 Any of the Community exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

21.19.4 Any Association Common Area; and

21.19.5 Any District Property.

21.20 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

21.21 Collection of Assessments. Installment Assessments shall be paid by each Owner directly to Association separate from any assessments then due to any Neighborhood Association. Any collection proceedings for an Owner's failure to pay Assessments shall be the sole responsibility of Association. Each Owner shall be responsible to pay all Assessments to Association on time and in full regardless of other assessments due to such Owner's Neighborhood Association.

21.22 Omitted Intentionally.

21.23 Omitted Intentionally.

21.24 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

21.25 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within sixty (60) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

22. Information to Lenders and Owners.

22.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

22.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

22.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

22.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

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22.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

22.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

22.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

23. Architectural Control. The following provisions govern the Community.

23.1 Architectural Control Committee. The ACC will consist of a minimum of three (3) members. Each person will hold office until such time as they have resigned, are removed or a successor has been appointed. Members shall be appointed by the Board of the Association. Members shall serve staggered two-year terms. There is no limit to the number of consecutive terms, which can be served by any member. There is no requirement that any member of the ACC be an Owner or a member of Association.

Any member of the ACC may resign from the ACC at any time upon written notice stating the effective date of the member's resignation to the Association. The Board with or without cause may remove any member at any time and appoint new members of the ACC.

The principal functions of the ACC are as follows:

23.1.1 To consider and act upon such proposals or plans submitted to it in accordance with the architectural review procedures established in the Architectural Review Board Procedures of these Community Standards.

23.1.2 To amend the Community Standards as deemed appropriate with final approval of amendments contingent upon the Board's concurrence.

23.1.3 To perform any duties assigned to it by the Developer or the Association as set forth in the Community Standards and/or this Declaration.

23.2 ACC Meetings. The ACC will meet monthly or as needed to properly perform its duties. The ACC's actions on matters will be by a majority vote of the ACC. Any action required to be taken by the ACC may be taken without a meeting if consent in writing, setting forth the action so taken is signed by a majority of the ACC members.

The ACC will keep and maintain a record of all actions taken by it, and report in writing to the Board all final actions taken by the ACC. The powers of this ACC relating to design review will be in addition to all design review requirements imposed by the County and local authorities.

23.3 Compensation. The Board has the right to set compensation for ACC Members. Compensation may be revoked or changed at any time by the Board with or without cause. Professional consultants retained by the ACC to assist them in carrying out their responsibilities may be paid such compensation as the Board determines appropriate.

23.4 Community Standards Amendment. The ACC or Association may, from time to time and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into, or amendments of the Community Standards which, among other things, interpret, supplement, or implement the provisions of the Community Standards. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, will be appended to and made a part of the Community Standards. Each Applicant is responsible for obtaining from the ACC a copy of the most recently revised Community Standards.

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23.5 Non-Liability. Neither the ACC nor any member will be liable to the Association, any Owner, any Applicant or any other person for any damage, loss or prejudice suffered or claims on account of:

23.5.1 Approving or disapproving any plans, specifications and other materials, whether or not defective;

23.5.2 Constructing or performing any work, whether or not pursuant to approved plans, specifications and other materials;

23.5.3 The development or manner of development of land within the Community;

23.5.4 Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct; and

23.5.5 Performing any other function pursuant to the provisions of the Community Standards or this Declaration.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association or the ACC, contemplated under this Declaration, neither the ACC nor the Association shall be liable to an Applicant or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Applicant or such other person arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association or of the ACC. Approval of any plans by the ACC does not in any way warrant that the proposed improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the County building department.

23.6 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Owners other than Developer and the District. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

23.7 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING THE COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE COMMUNITY WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

23.8 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards attached to this Declaration as the same may hereafter be promulgated or revised by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion. The Community

Standards are attached to this Declaration as Exhibit 6 and may be amended from time to time by the ACC as set forth therein. Without limiting the foregoing, each Owner and its contractors and employees shall observe, and comply with the Community Standard approved by the County for the Community.

23.9 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

23.10 Power and Duties of the ACC. No improvements shall be constructed on a Lot or Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot or Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC. The review process will be administered by the Association and ACC. Compliance with these standards does not preclude the ACC the right to deny a plan submittal for aesthetic purposes. The ACC is available to help Owners interpret the guidelines and offer suggestions about housing concepts. It is suggested that Owners meet with the ACC as early as possible to assist in planning of improvements. The power to approve or disapprove plans is the responsibility of the ACC.

Nothing contained in this Declaration or the Community Standards places any obligation for any government agency to approve any plans nor shall approval by the ACC be interpreted as meeting the requirements of the County or any other governing agency.

23.11 Contractor. Any contractor that works within the Community performing new construction or an alternation to existing property ("Contractor") must be approved by the ACC. Owners must submit the Contractor's Approval Application Form prior to or simultaneously with the request for Preliminary Plan Review. All contractors must have a current Florida Building and/or Landscape Architect Contractor's License, an occupational license, describe their business entity, and provide evidence of business insurance, and references that will verify their competence in constructing the type of improvements for which the owner is hiring them.

An Owner will not receive Final Approval of their plans unless their contractor has been approved by the ACC.

23.12 Procedure Regarding ACC Approval. This section provides a guide to the design review process for the Community. The process involves a series of meetings between the Owner making the application ("Applicant"), their design professionals and the ACC. It begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings, or checkpoints, designed to ensure a smooth and efficient review of the new home design or other improvements.

The ACC is committed to assisting the Applicant through the design review process and has a variety of educational and guidance materials available to assist them. As opposed to a regulatory review agency, the ACC should be thought of as a member of the Applicant's design team.

In order to obtain the approval of the ACC, each Owner shall observe the following:

23.12.1 Design Review Process. Improvement plans will be carefully review by the ACC to ensure that the design is compatible with both the Community as a whole, and to the particular property. The design review process must be followed for any of the following improvements:

23.12.1.1 Construction of all new homes and buildings;

23.12.1.2 The renovation, expansion or refinishing of the exterior of existing buildings including repainting with the same color as previously approved by the ACC;

23.12.1.3 Major site and/or landscape improvements except for replacement of plant species similar to those previously approved by the ACC.

The ACC consults the Community Standards to evaluate all applications. Most of the Community Standards are written as relatively broad standards and the interpretation of the standard is left up to the discretion of the ACC.

Certain development standards within the Community Standards have definitive or absolute design parameters and it is the intention of the design review process to ensure that all improvements comply with these absolute standards.

The design review process takes place in four steps:

- (i) Preliminary Design Conference;
- (ii) Preliminary Design Review Meeting;
- (iii) Final Design Review; and
- (iv) Inspections.

Any improvement, as described above, will require and must be preceded by the submission of an Application package accompanied by an application fee and the required plans and specifications describing the proposed improvements. Incomplete applications will not be accepted by the ACC.

In addition to securing final approval from the ACC, the Applicant will also have to meet all the submittal and approval requirements of the County and other governmental agencies as required to obtain construction or building permits.

23.13 Subsequent Changes. Additional construction, landscaping or other changes in the improvements that differ from the approved final documents must be submitted in writing to the ACC for review and approval prior to making changes.

23.14 Work in Progress Inspections. During construction, the ACC or its authorized representative has the right to check construction to ensure compliance with approved final documents and requirements of this Declaration. If changes or alterations have been found which have not been approved, the ACC will issue a Notice to Comply. Failure by the ACC to provide the Notice to Comply shall not be deemed a waiver or release of the ACC's right to enforce any provisions of these Community Standards.

23.15 Notice to Comply. When as a result of a Construction Inspection the ACC finds changes and/or alterations which have not been approved, the ACC will notify the Applicant of the inspection describing the specific instances of non-compliance and will require the Applicant to comply or resolve the discrepancies.

23.16 Non-Liability. Neither the ACC nor any member or employee will be liable to any party for any action, or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

23.17 ACC Review Schedule. The ACC will make every reasonable effort to comply with the time schedule for architectural review outlined below. However, the ACC will not be held liable for delays that are caused by circumstances beyond their control. The ACC will provide design review according to the following schedule:

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23.17.1 Preliminary Design Conference. Meeting scheduled within fourteen (14) days of receipt of written request.

23.17.2 Preliminary Design Review

23.17.2.1 Application documents to be submitted seven (7) days prior to the next schedule ACC meeting.

23.17.2.2 Written comments from ACC provided to Applicant within thirty (30) days.

23.17.3 Final Design Review

23.17.3.1 Application documents to be submitted fourteen (14) days prior to the next scheduled ACC meeting, and within one year of Preliminary Design Review.

23.17.3.2 Written comments from ACC meeting and/or written notice of Final Design Approval provided to Applicant within fifteen (15) days of vote of approval/denial.

23.17.4 Building Permits. Applicant is responsible to obtain ACC approval prior to obtaining all applicable County and other governmental agency construction or building permits.

23.17.5 Construction Inspections

23.17.5.1 Prior to any site disturbance, the Applicant must obtain written notification from the ACC.

23.17.5.2 Final inspection within seven (7) days of receipt of written request for Certificate of Compliance, and prior to request for a Certificate of Occupancy from the County.

23.17.5.3 Certificate of Compliance with ACC Approval issued within seven (7) days of inspection.

23.18 ACC Application & Construction Fees. In order to defray the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects and other professionals, the Community Standards establish submission fees payable to the ACC according to the ACC Application Fee Schedule.

23.19 Waiver of Community Standards. The Community Standards set forth herein are intended as guidelines to which adherence shall be required of each Applicant in the Community, provided, however, the ACC shall have the express authority to waive any requirement set forth herein if, in its sole opinion, it deems such waiver in the best interest of the property and the deviation requested is compatible with the character of the property. A waiver shall be evidenced by an instrument signed and executed by the ACC upon approval by a majority of its members.

23.20 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any ACC approvals shall be deemed withdrawn.

23.21 Construction by Owners. All construction activities by Owners after consent of the ACC has been obtained shall be performed in accordance with the Community Standards.

23.22 Inspection. There is specifically reserved to Association, the ACC and to any agent or member of either of them, an easement for the right of entry and inspection upon any portion of the Community at any time

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within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

23.23 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

23.24 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

23.25 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

23.26 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its written nominees, including, without limitation, improvements made or to be made to the Association Common Area or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

23.27 Government Approval. Each Owner acknowledges and agrees that the ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of the Community and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without the ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer, Builder and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused

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therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

24. Owners Liability.

24.1 Loop System Irrigation. Each Owner shall provide an irrigation system of one hundred percent (100%) coverage of all landscaped or sodded area for each portion of its Lot and the area between the Lot(s) and the District Property, Association Common Area and/or the adjoining road. Irrigation systems shall, among other things, irrigate all the areas between the improvement constructed upon each respective Lot and the District Property, Association Common Area and the edge of the pavement of the roadway fronting such Lot. Some or all Homes, the District Property and/or Association Common Area may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association (as to the system of the Association Common Area) and/or the District (as to the system of the District), if applicable, before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in the Association Documents, subject to the prior written approvals and/or consents of the ACC, Board and/or local governmental agencies, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("Improvement") on the Home. If an Improvement is approved to be installed, then a fence allowable pursuant to the terms of Section 16.15 which is also approved by the ACC, Board and/or applicable governmental agencies, must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of the Community drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or the Community Standards.

24.2 Violations. Should any Owner do any of the following:

- 24.2.1 Violate any terms of the Association Documents;
- 24.2.2 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD; or
- 24.2.3 Cause any damage to any improvement or Association Common Area and/or District Property; or
- 24.2.4 Impede Developer, District, Club Owner or Association from exercising its rights or performing its responsibilities hereunder; or under the District Rules and Regulations, or
- 24.2.5 Undertake unauthorized improvements or modifications to a Home, the Association Common Area and/or District Property; or
- 24.2.6 Impede Developer, Builders, District or Club Owner from proceeding with or completing the development of the Community, District Property and/or the Association Common Area, as the case may be;

then, Developer, Builders, District, Club Owner and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the

entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

24.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or District Assessments or other monies, of any of the provisions of this Declaration, Developer, District or Association (as applicable) shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

24.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, and/or

24.3.2 Commence an action to recover damages; and/or

24.3.3 Take any and all action reasonably necessary to correct the violation or breach.

24.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

24.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

24.6 Rights Cumulative. All rights, remedies, and privileges granted to SJRWMD, Developer, District, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, District Rules and Regulations, or the Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

24.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the Community Standards may be enforced by the County, Developer, Builders and/or, where applicable, Association, District, Club Owner and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision of the Declaration, District Rules and Regulations and/or the Community Standards), to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration, District Rules and Regulations and/or the Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration, District Rules and Regulations and/or the Community Standards. To the extent the County takes any action against the Association pursuant to its rights under this Section in connection with an alleged violation by an Owner or Builder, all amounts incurred by Association to defend against such action or remedy the violation including, but not limited to, attorney's fees and/or any other costs relating to materials, labor or otherwise, shall be charged against the Owner or Builder alleged to have been in violation as an Individual Assessment.

24.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Association Common Area and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SJRWMD.

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24.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

24.8.2 Unless otherwise permitted by Florida law, fines or suspensions may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

24.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

24.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

24.9 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portion of the Community, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of the Community in Association's sole discretion, or shall willfully damage or destroy any of the Association Common Area or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave the Community and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave the Community and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action, including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Home as an Individual Assessment.

25. Additional Rights of Developer.

25.1 Sales Office and Administrative Offices. For so long as Developer and/or its respective assigns own any property in the Community, is affected by this Declaration, or maintains a sales office or administrative office within the Community, Developer's rights shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Community and sales and re-sales of Homes and/or other properties owned by Developer or others outside of the Community. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Community, including Association Common Area conducting Marketing Activity, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Association Common Area conducting Marketing Activity to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

25.2 Modification. The development and marketing of the Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or the Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Association Common Area and/or District Property, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

25.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to conduct Marketing Activities and for marketing, special and/or promotional events within the Association Common Area of the Community, without any charge for use. Developer, its agents, affiliates, or assignees (i.e., including Builders that receive an assignment of some or all of the Developer's rights) shall have the right to market the Community and Homes in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Association Common Area, District Property, and Homes constructed in the Community. All logos, trademarks, and designs used in connection with the Community are the property of Developer, and Association shall have no right to use the same, except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

25.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Association Common Area for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of the Community.

25.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Association Common Area and shall be entitled to all income derived therefrom.

25.6 Management. Developer may manage the Association Common Area by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Association Common Area.

25.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across the Community so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Association Common Area or District Property in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of the Community so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of the Community. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, permits and/or licenses and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

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25.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so the Club Owner shall also have such rights relating to the Club and/or Club Dues.

25.9 Additional Development. If Developer withdraws portions of the Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration, provided unless otherwise provided by applicable law, any such property withdrawn from the Declaration shall still be within the District, subject to District Assessments. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Association Common Area subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

25.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Lots and buildings in all other proposed forms of ownership and/or other improvements on the Community or in the Community or adjacent to or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

25.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, CLUB OWNER NOR ANY BUILDERS SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

25.11.2 DEVELOPER, CLUB OWNER, DISTRICT, BUILDERS AND/OR ASSOCIATION ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE OR ENSURE THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR THE COUNTY OR PREVENT TORTIOUS ACTIVITIES. NEITHER DEVELOPER, CLUB OWNER, ANY BUILDER, NOR ASSOCIATION SHALL BE LIABLE FOR THE UNLAWFUL OR UNDESIRABLE ACTIONS OR INACTIONS OF OWNERS OR THEIR RESPECTIVE FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN THE COMMUNITY AND SHALL FURTHER HAVE NO OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY SET FORTH IN THIS DECLARATION IN ORDER TO STOP, ENJOIN OR PREVENT ANY SUCH ACTIONS BY ANY OWNER OR THEIR FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN THE COMMUNITY; AND

25.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS

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CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH 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 A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

25.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

25.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN THE COUNTY, FLORIDA. EACH HOME IS LOCATED IN THE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY, FLORIDA.

25.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS ESSENTIAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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25.15 Access Control System. Developer may, but shall not be obligated to, install a tele-entry or other gate system at the entrance to the Community. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for the Community. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer, unless such roadways are owned by the District in which case any gate or access system shall be owned and operated by the District or pursuant to written agreement with the District. ASSOCIATION AND DEVELOPER AND DISTRICT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association and District will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

25.16 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Developer shall have the unilateral right to control the operation of the Community gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer. If such roadways are owned by the District and the Community gates owned and operated by the District, then the District shall control the operation of the Community gates, provided however that until the Community Completion Gate, District shall agree to have the gates open during normal business hours if requested by the Developer.

26. Telecommunications Services.

26.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of the Community. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Owners may enter into one or more contracts for the provision of one or more Telecommunication Services for his/her Home. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within the Community as agreed, from time to time, between the Telecommunications Provider and Developer.

26.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of the Community pursuant to an agreement between Association or Owner and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon the Community for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Community for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Community, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

26.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Association Common Area, District Property and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association and/or the District (as applicable) of such failure shall vest in Association and/or District, the right (but not the obligation) to restore or cause to be restored such portion of the Association Common Area, District Property and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Association Common Area

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and/or Home immediately and the District may restore or cause to be restored such disturbed portion of the District Property. In the event that Association and/or District exercises the right of self-help, each Telecommunications Provider agrees in advance that Association and/or District shall have the sole right, to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association or District hereunder. All reasonable expenses incurred by Association and/or the District in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's and/or District's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the prime rate (or similar successor reference rate) as published in the New York Times (or comparable rate determined by the Association or District (as applicable) if the New York Times fails to publish a prime rate) on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association or District and a Telecommunications Provider.

26.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

27. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

28. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

29. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

29.1 Leases Subject to Approval. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The Association shall have the right, but not the obligation, as determined by the Board from time to time, to require that the renewal of any lease, including any lease previously approved by Association under this Section 29, be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all Assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments. Each Owner is solely responsible to obtain all required permits relating to leasing property from all applicable governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and/or consents from local and/or governmental authorities, any and all Association approvals shall be deemed withdrawn.

29.2 Approval by Association. To obtain approval of Association which is required for the Lease of Homes, each Owner shall comply with the following requirements:

29.2.1 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

29.2.2 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a lease transaction of a Home, Association at its discretion and without notice may approve or disapprove the lease. If Association disapproves the lease, Association shall proceed as if it had received the required notice on the date of such disapproval.

29.2.3 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee. .

29.3 Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by Association

29.4 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the lease. In the event the Association disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval. Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by Association.

29.5 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

29.6 Exceptions. The foregoing provisions of this Section 29 shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer or Builders,

29.7 Notice of Lien or Suit.

29.7.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

29.7.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

29.7.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

30. General Provisions.

30.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

30.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

30.3 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

30.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Association Common Area are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Association Common Area and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Association Common Area deemed defective by Developer during its inspections of the Association Common Area. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 (or such lesser amount as may be approved in writing by the Developer in its sole discretion) which Association and Developer agree is a fair and reasonable remedy.

30.5 Execution of Documents. Developer's plan of development for the Community (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of the Community, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to the Community or any portion(s) thereof.

30.6 Letter(s) of Credit. During the development of the Community or Developer may be required to obtain a letter of credit in connection with or as security for matters relating to Association including, without limitation, the Association's maintenance obligations. From and after the Turnover Date, Association agrees that it shall indemnify and be liable to Developer for any amounts drawn or due from any such letter(s) of credit which result from the Association's failure to act in accordance with the terms of this Declaration, any applicable law, ordinance or requirement of any governmental agency. In addition to the foregoing, Association agrees that immediately following the Turnover Date, the Association shall take all measures necessary to reimburse Developer for all amounts expended in connection with the letter of credit, remove Developer from the letter of credit, and add Association as the responsible party under the letter of credit.

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30.7 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

30.8 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30.9 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR BUILDERS AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, 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 COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED 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, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30.10 Title Documents. Each Owner by acceptance of a deed to a Home or Lot acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the title documents contained in their respective title policy and any title documents referenced or contained in this Declaration (collectively, the "Title Documents").

30.11 Community Development District Disclosure. THE DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, ON THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE DISTRICT ASSESSMENTS). 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 COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Developer's plan of development for the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 26 day of October, 2017.

WITNESSES:

HEARTWOOD 23, LLC, a Florida limited liability company

Lisa C Cathell
 Print Name: Lisa C Cathell

By: [Signature]
 Name: Bruce J Parker
 Title: VP

[Signature]
 Print Name: DOUGLAS BENTLEY

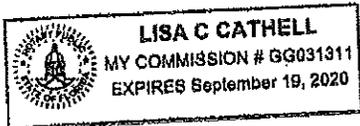
{SEAL}

COPY

STATE OF FLORIDA)
) SS.:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Bruce J Parker as VP of HEARTWOOD 23, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:



Lisa C Cathell
 NOTARY PUBLIC, State of Florida at Large
 Print Name: Lisa C Cathell

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CONSENT TO DECLARATION FOR
BEACON LAKE

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT ("District") does hereby consent to the Declaration for Beacon Lake (the "Declaration"), to which this Consent is attached.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 26th day of October, 2017.

WITNESSES:

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Lisa C Cathell
Print Name: Lisa C. Cathell

Douglas Benney
Print Name: DOUGLAS BENNEY

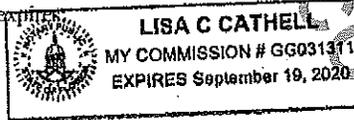
By: [Signature]
Name: Bruce J Parker
Title: Chairman

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Bruce J Parker, as Chairman of MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or who has produced as identification, on behalf of the association.

My commission expires



Lisa C Cathell
NOTARY PUBLIC, State of Florida at Large
Print Name: Lisa C. Cathell

Beacon Lake
Declaration

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EXHIBIT 1

LEGAL DESCRIPTION

OVERALL UPLANDS PARCEL

A PART OF SECTIONS 10, 11, 14, AND 15, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°48'41" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY, PER ST. JOHNS COUNTY RIGHT OF WAY MAP, DATED 07/05/2016); THENCE NORTH 51°03'23" EAST, ALONG LAST SAID LINE, 3440.38 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 34°29'56" EAST, 18.92 FEET; THENCE SOUTH 35°32'24" EAST, 2.90 FEET; THENCE SOUTH 36°17'02" EAST, 5.12 FEET; THENCE SOUTH 37°14'55" EAST, 2.27 FEET; THENCE SOUTH 38°16'59" EAST, 2.99 FEET; THENCE SOUTH 38°55'49" EAST, 1.06 FEET; THENCE SOUTH 54°29'15" EAST, 43.60 FEET; THENCE NORTH 86°13'42" EAST, 20.21 FEET; THENCE SOUTH 29°53'56" EAST, 239.15 FEET; THENCE SOUTH 63°26'06" WEST, 129.69 FEET; THENCE SOUTH 30°33'21" WEST, 96.38 FEET; THENCE SOUTH 07°51'12" EAST, 117.10 FEET; THENCE SOUTH 14°10'20" WEST, 102.11 FEET; THENCE SOUTH 10°27'36" EAST, 66.10 FEET; THENCE SOUTH 85°41'02" EAST, 53.15 FEET; THENCE NORTH 27°15'19" EAST, 37.12 FEET; THENCE NORTH 52°25'53" EAST, 32.80 FEET; THENCE SOUTH 67°40'17" EAST, 60.54 FEET; THENCE SOUTH 29°44'42" EAST, 64.50 FEET; THENCE SOUTH 55°08'44" EAST, 68.24 FEET; THENCE SOUTH 50°11'40" EAST, 10.13 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 882.15 FEET, AN ARC DISTANCE OF 167.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°41'18" EAST, 167.51 FEET; THENCE SOUTH 23°46'55" WEST, 47.61 FEET; THENCE SOUTH 36°52'12" WEST, 45.00 FEET; THENCE SOUTH 30°37'07" WEST, 56.94 FEET; THENCE SOUTH 56°00'13" WEST, 51.87 FEET; THENCE SOUTH 07°25'53" WEST, 69.58 FEET; THENCE SOUTH 06°06'56" EAST, 56.32 FEET; THENCE SOUTH 27°04'19" EAST, 50.54 FEET; THENCE SOUTH 19°12'46" WEST, 69.89 FEET; THENCE SOUTH 21°11'39" WEST, 52.55 FEET; THENCE SOUTH 24°37'25" WEST, 79.20 FEET; THENCE SOUTH 16°04'25" WEST, 61.40 FEET; THENCE SOUTH 00°00'00" EAST, 121.00 FEET; THENCE SOUTH 03°52'43" EAST, 96.60 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 790.00 FEET, AN ARC DISTANCE OF 342.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°09'42" EAST, 339.44 FEET; THENCE NORTH 05°58'43" WEST, 184.43 FEET; THENCE NORTH 52°36'52" EAST, 13.24 FEET; THENCE SOUTH 86°21'56" EAST, 29.66 FEET; THENCE NORTH 65°59'28" EAST, 33.53 FEET; THENCE NORTH 19°27'52" EAST, 48.82 FEET; THENCE NORTH 32°14'49" EAST, 48.71 FEET; THENCE NORTH 89°28'13" EAST, 21.74 FEET; THENCE SOUTH 83°16'27" EAST, 45.51 FEET; THENCE NORTH 20°11'21" EAST, 34.30 FEET; THENCE NORTH 45°35'44" EAST, 46.60 FEET; THENCE NORTH 81°04'20" EAST, 55.78 FEET; THENCE NORTH 87°00'34" EAST, 57.67 FEET; THENCE NORTH 83°52'39" EAST, 27.36 FEET; THENCE NORTH 09°44'02" EAST, 59.17 FEET; THENCE NORTH 11°08'47" WEST, 48.88 FEET; THENCE NORTH 00°56'48" EAST, 135.68 FEET; THENCE SOUTH 89°08'35" EAST, 177.99 FEET; THENCE NORTH 89°53'25" EAST, 108.14 FEET; THENCE NORTH 85°03'50" EAST, 0.29 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 360.00 FEET, AN ARC DISTANCE OF 155.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°41'23" EAST, 154.01 FEET; THENCE SOUTH 79°30'03" EAST, 21.56 FEET; THENCE NORTH 71°53'31" EAST, 29.66 FEET; THENCE SOUTH 74°59'41" EAST, 73.71 FEET; THENCE SOUTH 06°50'36" EAST, 32.40 FEET; THENCE SOUTH 75°49'08" EAST, 53.24 FEET; THENCE NORTH 55°20'00" EAST, 41.65 FEET; THENCE SOUTH 83°05'32" EAST, 52.07 FEET; THENCE NORTH 84°41'09" EAST, 28.55 FEET; THENCE SOUTH 55°36'34" EAST, 30.87 FEET; THENCE SOUTH 37°53'24" EAST, 24.99 FEET; THENCE SOUTH 09°06'56" WEST, 38.84 FEET; THENCE SOUTH 19°54'24" EAST, 39.84 FEET; THENCE SOUTH 34°32'40" EAST, 78.21 FEET; THENCE SOUTH 16°20'40" EAST, 50.25 FEET;

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THENCE SOUTH 14°09'30" EAST, 38.17 FEET; THENCE SOUTH 75°56'46" EAST, 53.42 FEET; THENCE NORTH 81°07'30" EAST, 89.00 FEET; THENCE NORTH 75°27'20" EAST, 54.79 FEET; THENCE NORTH 54°17'31" EAST, 84.74 FEET; THENCE NORTH 37°51'20" EAST, 88.70 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 810.00 FEET, AN ARC DISTANCE OF 450.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 28°44'10" EAST, 444.49 FEET; THENCE SOUTH 89°35'52" WEST, 116.25 FEET; THENCE NORTH 68°27'34" WEST, 61.82 FEET; THENCE SOUTH 78°55'04" WEST, 63.26 FEET; THENCE NORTH 71°01'11" WEST, 50.55 FEET; THENCE NORTH 68°52'33" WEST, 53.34 FEET; THENCE NORTH 30°31'41" WEST, 38.39 FEET; THENCE SOUTH 83°27'34" WEST, 31.46 FEET; THENCE SOUTH 66°34'36" WEST, 45.04 FEET; THENCE SOUTH 62°53'24" WEST, 75.65 FEET; THENCE NORTH 28°40'41" WEST, 32.48 FEET; THENCE NORTH 42°20'57" WEST, 47.30 FEET; THENCE NORTH 65°45'24" WEST, 36.32 FEET; THENCE NORTH 06°43'41" EAST, 54.08 FEET; THENCE NORTH 40°49'29" EAST, 47.80 FEET; THENCE NORTH 03°50'21" WEST, 32.50 FEET; THENCE NORTH 74°25'28" WEST, 40.69 FEET; THENCE NORTH 83°13'17" WEST, 29.49 FEET; THENCE SOUTH 89°52'21" WEST, 83.68 FEET; THENCE NORTH 33°34'43" WEST, 59.14 FEET; THENCE NORTH 70°50'40" WEST, 57.87 FEET; THENCE NORTH 81°40'25" WEST, 38.44 FEET; THENCE SOUTH 82°03'24" WEST, 41.84 FEET; THENCE SOUTH 35°29'37" WEST, 54.17 FEET; THENCE NORTH 83°48'39" WEST, 61.83 FEET; THENCE NORTH 27°48'28" WEST, 46.64 FEET; THENCE NORTH 52°48'33" WEST, 50.11 FEET; THENCE SOUTH 45°32'37" WEST, 25.64 FEET; THENCE SOUTH 25°34'43" EAST, 35.59 FEET; THENCE SOUTH 25°14'52" WEST, 38.21 FEET; THENCE SOUTH 24°14'11" WEST, 52.72 FEET; THENCE SOUTH 06°04'52" WEST, 59.22 FEET; THENCE SOUTH 22°50'27" WEST, 61.14 FEET; THENCE SOUTH 54°59'32" WEST, 76.93 FEET; THENCE SOUTH 48°05'07" WEST, 70.52 FEET; THENCE SOUTH 80°43'17" WEST, 42.83 FEET; THENCE SOUTH 71°41'15" WEST, 49.86 FEET; THENCE NORTH 86°27'44" WEST, 41.24 FEET; THENCE NORTH 60°46'08" WEST, 23.85 FEET; THENCE SOUTH 19°24'18" WEST, 30.71 FEET; THENCE SOUTH 22°06'50" EAST, 32.04 FEET; THENCE SOUTH 31°07'02" EAST, 113.00 FEET; THENCE SOUTH 56°45'21" EAST, 38.92 FEET; THENCE SOUTH 57°29'01" EAST, 39.91 FEET; THENCE NORTH 32°45'26" EAST, 28.92 FEET; THENCE NORTH 22°47'34" WEST, 33.12 FEET; THENCE NORTH 51°13'48" EAST, 61.19 FEET; THENCE NORTH 76°05'04" EAST, 84.88 FEET; THENCE SOUTH 72°29'57" EAST, 83.40 FEET; THENCE SOUTH 55°38'16" EAST, 37.30 FEET; THENCE NORTH 70°12'10" EAST, 64.95 FEET; THENCE SOUTH 17°43'11" EAST, 84.52 FEET; THENCE SOUTH 09°20'07" EAST, 45.31 FEET; THENCE SOUTH 14°58'08" WEST, 6.83 FEET; THENCE SOUTH 42°50'49" WEST, 25.78 FEET; THENCE SOUTH 60°42'57" WEST, 213.00 FEET; THENCE SOUTH 74°53'38" WEST, 189.70 FEET; THENCE NORTH 82°14'43" WEST, 48.73 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 790.00 FEET, AN ARC DISTANCE OF 285.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°42'01" EAST, 284.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°19'45" EAST, 8.32 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 460.00 FEET, AN ARC DISTANCE OF 356.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°31'42" EAST, 347.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°43'39" EAST, 187.02 FEET; THENCE SOUTH 34°16'21" WEST, 94.00 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 36.00 FEET, AN ARC DISTANCE OF 33.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°09'45" EAST, 32.20 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 114.00 FEET, AN ARC DISTANCE OF 45.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°54'33" EAST, 44.72 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 36.00 FEET, AN ARC DISTANCE OF 29.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°41'34" EAST, 28.74 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 554.00 FEET, AN ARC DISTANCE OF 24.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

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DISTANCE OF SOUTH 20°33'50" WEST, 24.59 FEET; THENCE SOUTH 70°42'27" EAST, 94.00 FEET; THENCE SOUTH 19°17'33" WEST, 24.70 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 960.00 FEET, AN ARC DISTANCE OF 510.13 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 04°04'09" WEST, 504.15 FEET; THENCE NORTH 79°15'50" EAST, 23.50 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 97.00 FEET, AN ARC DISTANCE OF 43.40 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 66°26'47" EAST, 43.04 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 71.78 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 19°21'32" WEST, 67.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°54'40" EAST, 77.61 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 30.00 FEET, AN ARC DISTANCE OF 46.93 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 59°43'43" EAST, 42.29 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 440.00 FEET, AN ARC DISTANCE OF 717.69 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 57°49'06" EAST, 640.73 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 50.00 FEET, AN ARC DISTANCE OF 81.87 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 58°00'03" EAST, 73.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 75°05'20" EAST, 628.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 110.41 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 11°49'39" EAST, 89.31 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 501.58 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 21°30'24" EAST, 376.66 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 200.00 FEET, AN ARC DISTANCE OF 80.85 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 82°51'58" EAST, 80.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°17'07" EAST, 222.02 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 30.00 FEET, AN ARC DISTANCE OF 40.54 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 32°34'36" EAST, 37.52 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 865.09 FEET, AN ARC DISTANCE OF 186.27 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 00°02'12" EAST, 185.91 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 30.00 FEET, AN ARC DISTANCE OF 68.27 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 58°59'20" WEST, 54.46 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°49'03" WEST, 232.45 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 595.00 FEET, AN ARC DISTANCE OF 175.76 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 64°16'47" WEST, 175.12 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°44'32" WEST, 257.39 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND

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AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 726.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°40'09" WEST, 379.51 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 200.00 FEET, AN ARC DISTANCE OF 80.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°39'43" EAST, 80.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°45'26" EAST, 43.23 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 265.00 FEET, AN ARC DISTANCE OF 115.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°17'14" EAST, 114.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°49'03" EAST, 275.22 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 435.00 FEET, AN ARC DISTANCE OF 232.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°07'47" EAST, 229.75 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 30.00 FEET, AN ARC DISTANCE OF 65.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°17'08" EAST, 53.05 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°52'15" WEST, 103.93 FEET; THENCE NORTH 41°52'03" EAST, 22.99 FEET; THENCE NORTH 45°08'21" EAST, 25.58 FEET; THENCE NORTH 32°39'26" WEST, 14.39 FEET; THENCE NORTH 04°57'03" EAST, 39.11 FEET; THENCE NORTH 49°25'22" EAST, 38.10 FEET; THENCE NORTH 10°10'48" EAST, 34.63 FEET; THENCE NORTH 20°42'26" WEST, 34.50 FEET; THENCE NORTH 53°29'47" EAST, 34.14 FEET; THENCE NORTH 32°16'22" EAST, 19.94 FEET; THENCE NORTH 52°27'54" WEST, 28.06 FEET; THENCE NORTH 10°53'25" EAST, 23.70 FEET; THENCE SOUTH 76°27'59" EAST, 31.29 FEET; THENCE NORTH 19°30'30" EAST, 30.12 FEET; THENCE NORTH 89°43'10" WEST, 52.46 FEET; THENCE NORTH 05°15'14" WEST, 15.23 FEET; THENCE NORTH 56°16'14" EAST, 21.03 FEET; THENCE NORTH 64°41'13" EAST, 52.01 FEET; THENCE NORTH 84°45'02" WEST, 30.93 FEET; THENCE NORTH 77°40'19" WEST, 14.85 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 410.00 FEET, AN ARC DISTANCE OF 158.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°15'15" EAST, 157.48 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 475.00 FEET, AN ARC DISTANCE OF 6.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°31'45" WEST, 6.37 FEET; THENCE NORTH 01°14'12" WEST, 31.56 FEET; THENCE NORTH 19°31'28" WEST, 9.67 FEET; THENCE NORTH 11°15'02" WEST, 12.11 FEET; THENCE NORTH 24°58'38" EAST, 14.61 FEET; THENCE NORTH 20°47'05" EAST, 58.23 FEET; THENCE NORTH 36°45'21" WEST, 50.78 FEET; THENCE NORTH 29°56'05" WEST, 42.65 FEET; THENCE NORTH 23°36'14" WEST, 54.52 FEET; THENCE SOUTH 81°31'24" WEST, 16.34 FEET; THENCE NORTH 33°33'52" WEST, 93.18 FEET; THENCE NORTH 28°27'02" WEST, 17.40 FEET; THENCE NORTH 49°04'17" WEST, 41.76 FEET; THENCE SOUTH 89°20'33" WEST, 21.26 FEET; THENCE SOUTH 87°44'43" WEST, 35.69 FEET; THENCE NORTH 09°34'40" WEST, 46.83 FEET; THENCE NORTH 06°35'09" WEST, 43.97 FEET; THENCE NORTH 25°57'29" WEST, 59.02 FEET; THENCE NORTH 49°09'12" WEST, 45.12 FEET; THENCE NORTH 67°43'49" WEST, 51.08 FEET; THENCE NORTH 49°32'33" WEST, 36.15 FEET; THENCE NORTH 33°44'59" WEST, 59.88 FEET; THENCE NORTH 24°27'50" WEST, 43.07 FEET; THENCE NORTH 22°45'33" EAST, 33.22 FEET; THENCE NORTH 13°26'08" WEST, 49.35 FEET; THENCE NORTH 05°19'08" WEST, 67.29 FEET; THENCE NORTH 48°22'26" WEST, 43.04 FEET; THENCE NORTH 10°26'11" WEST, 50.04 FEET; THENCE NORTH 29°56'24" WEST, 40.92 FEET; THENCE NORTH 10°27'32" WEST, 74.24 FEET; THENCE NORTH 24°45'43" WEST, 53.13 FEET; THENCE SOUTH 69°32'40" WEST, 35.68 FEET; THENCE NORTH 50°09'01" WEST, 64.31 FEET; THENCE NORTH 54°18'57" WEST, 56.72 FEET; THENCE NORTH 11°17'31" WEST, 70.24 FEET; THENCE NORTH 60°03'02" EAST, 48.22 FEET; THENCE NORTH 00°45'11" WEST, 52.04 FEET; THENCE NORTH 57°34'01" EAST, 31.16 FEET; THENCE NORTH 26°32'20" EAST, 29.45 FEET; THENCE NORTH 30°31'00" EAST, 44.14 FEET; THENCE SOUTH 73°36'17" EAST, 20.75 FEET; THENCE NORTH 02°53'09" WEST, 98.98 FEET; THENCE NORTH 87°24'52" WEST, 26.16 FEET; THENCE NORTH 65°55'06" WEST, 42.26 FEET; THENCE NORTH 53°44'48" WEST, 67.69 FEET; THENCE NORTH 79°19'33" WEST, 54.05 FEET; THENCE SOUTH

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52°24'59" WEST, 38.93 FEET; THENCE SOUTH 51°48'48" WEST, 43.60 FEET; THENCE SOUTH 82°03'46" WEST, 45.84 FEET; THENCE SOUTH 83°23'43" WEST, 39.63 FEET; THENCE SOUTH 69°57'10" WEST, 55.57 FEET; THENCE SOUTH 57°51'05" WEST, 45.34 FEET; THENCE SOUTH 68°29'54" WEST, 58.92 FEET; THENCE SOUTH 06°30'33" EAST, 66.05 FEET; THENCE SOUTH 81°25'57" WEST, 66.37 FEET; THENCE SOUTH 27°56'26" WEST, 49.37 FEET; THENCE SOUTH 66°51'41" WEST, 44.64 FEET; THENCE SOUTH 71°27'23" WEST, 51.68 FEET; THENCE SOUTH 78°19'50" WEST, 58.84 FEET; THENCE SOUTH 76°51'41" WEST, 58.68 FEET; THENCE SOUTH 76°57'21" WEST, 136.89 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 960.00 FEET, AN ARC DISTANCE OF 63.29 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°31'48" WEST, 63.27 FEET; THENCE NORTH 63°20'15" EAST, 172.29 FEET; THENCE NORTH 51°40'54" EAST, 62.19 FEET; THENCE NORTH 40°55'53" EAST, 50.29 FEET; THENCE NORTH 17°07'42" EAST, 21.59 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 160.61 FEET, AN ARC DISTANCE OF 112.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°54'45" EAST, 110.63 FEET; THENCE NORTH 74°52'04" WEST, 140.44 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 70.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°47'41" WEST, 73.75 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 400.00 FEET, AN ARC DISTANCE OF 26.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°24'52" WEST, 26.46 FEET; THENCE NORTH 16°31'14" EAST, 3.86 FEET; THENCE NORTH 28°42'54" EAST, 30.51 FEET; THENCE NORTH 08°53'02" WEST, 27.15 FEET; THENCE NORTH 60°31'37" EAST, 46.87 FEET; THENCE NORTH 56°44'49" EAST, 36.54 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 170.00 FEET, AN ARC DISTANCE OF 57.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°45'26" EAST, 57.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59°03'33" EAST, 24.84 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 120.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°41'17" EAST, 120.03 FEET; THENCE NORTH 75°48'02" EAST, 25.90 FEET; THENCE NORTH 88°52'03" EAST, 74.47 FEET; THENCE SOUTH 25°22'45" EAST, 7.36 FEET; THENCE SOUTH 45°08'58" EAST, 83.91 FEET; THENCE SOUTH 05°27'16" EAST, 46.80 FEET; THENCE SOUTH 17°08'28" EAST, 35.88 FEET; THENCE SOUTH 61°24'33" EAST, 56.27 FEET; THENCE SOUTH 69°39'29" EAST, 54.11 FEET; THENCE NORTH 65°48'17" EAST, 44.65 FEET; THENCE NORTH 43°12'21" EAST, 207.41 FEET; THENCE NORTH 47°46'07" EAST, 10.86 FEET; THENCE NORTH 17°15'18" WEST, 95.07 FEET; THENCE NORTH 23°49'17" WEST, 117.40 FEET; THENCE NORTH 24°07'43" WEST, 67.15 FEET; THENCE NORTH 35°18'14" WEST, 85.45 FEET; THENCE NORTH 40°42'40" WEST, 59.63 FEET; THENCE NORTH 48°21'07" WEST, 54.87 FEET; THENCE NORTH 74°01'24" WEST, 48.75 FEET; THENCE SOUTH 04°51'45" WEST, 12.74 FEET; THENCE SOUTH 35°24'15" WEST, 58.02 FEET; THENCE SOUTH 71°15'15" WEST, 79.62 FEET; THENCE SOUTH 01°59'41" WEST, 37.40 FEET; THENCE SOUTH 64°44'02" WEST, 56.09 FEET; THENCE SOUTH 29°55'40" WEST, 35.11 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 806.86 FEET, AN ARC DISTANCE OF 107.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°40'08" WEST, 107.56 FEET; THENCE SOUTH 86°36'12" WEST, 9.14 FEET; THENCE SOUTH 71°32'01" WEST, 46.75 FEET; THENCE NORTH 37°29'44" WEST, 170.64 FEET; THENCE NORTH 06°47'56" WEST, 2.43 FEET; THENCE NORTH 31°13'54" EAST, 28.76 FEET; THENCE NORTH 06°39'01" EAST, 65.94 FEET; THENCE NORTH 22°14'42" WEST, 37.95 FEET; THENCE NORTH 64°07'42" WEST, 41.72 FEET; THENCE NORTH 11°42'30" WEST, 54.36 FEET; THENCE NORTH 40°11'47" WEST, 47.13 FEET; THENCE SOUTH 52°51'36" WEST, 33.05 FEET; THENCE SOUTH 48°08'01" WEST, 35.22 FEET; THENCE NORTH 13°37'53" WEST, 73.13 FEET; THENCE NORTH 17°53'48" EAST, 23.93 FEET; THENCE NORTH 08°24'09" EAST, 27.07 FEET; THENCE NORTH 68°09'20" EAST, 33.54 FEET; THENCE NORTH 00°12'21" EAST, 103.02 FEET; THENCE NORTH 23°52'05" EAST, 52.63 FEET; THENCE NORTH 55°09'20"

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WEST, 36.48 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 310.00 FEET, AN ARC DISTANCE OF 27.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°32'54" WEST, 27.03 FEET; THENCE NORTH 04°31'01" EAST, 34.05 FEET; THENCE NORTH 39°28'00" WEST, 39.42 FEET; THENCE NORTH 21°11'20" WEST, 141.23 FEET; THENCE NORTH 04°24'37" WEST, 46.82 FEET; THENCE NORTH 23°04'38" EAST, 60.07 FEET; THENCE NORTH 06°45'14" EAST, 61.21 FEET; THENCE NORTH 13°35'09" EAST, 107.29 FEET; THENCE NORTH 00°10'53" EAST, 51.14 FEET; THENCE NORTH 10°12'59" EAST, 77.30 FEET; THENCE NORTH 38°14'30" WEST, 37.60 FEET; THENCE NORTH 02°48'07" WEST, 51.29 FEET; THENCE NORTH 11°41'58" WEST, 120.90 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210; THENCE SOUTHWESTERLY, ALONG LAST SAID RIGHT OF WAY LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 53°55'08" WEST, 249.98 FEET; COURSE NO. 2: SOUTH 51°03'23" WEST, 400.00 FEET; COURSE NO. 3: SOUTH 58°54'22" WEST, 128.77 FEET; COURSE NO. 4: SOUTH 51°03'23" WEST, 1419.25 FEET, TO THE POINT OF BEGINNING.

CONTAINING 191.05 ACRES, MORE OR LESS.

LESS AND EXCEPT

EXCEPTION PARCEL

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 01°06'17" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 15, A DISTANCE OF 2655.18 FEET; THENCE NORTH 00°50'08" WEST, CONTINUING ALONG SAID WESTERLY LINE OF SECTION 15, A DISTANCE OF 1638.96 FEET; THENCE CONTINUE NORTH 00°50'08" WEST, ALONG SAID WESTERLY LINE OF SECTION 15, A DISTANCE OF 1063.63 FEET, TO THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 00°48'41" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 (A VARIABLE WIDTH RIGHT OF WAY, PER ST. JOHNS COUNTY RIGHT OF WAY MAP, DATED 07/05/2016); THENCE NORTH 51°03'23" EAST, ALONG LAST SAID LINE, 4431.39 FEET; THENCE SOUTH 38°56'32" EAST, 598.66 FEET, TO A POINT ON A CURVE AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1609.04 FEET, AN ARC DISTANCE OF 463.90 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°15'58" EAST, 462.29 FEET; THENCE SOUTH 21°15'40" EAST, 120.17 FEET; THENCE SOUTH 73°05'18" WEST, 116.34 FEET; THENCE SOUTH 76°10'34" WEST, 67.91 FEET; THENCE SOUTH 47°10'07" WEST, 51.81 FEET; THENCE SOUTH 46°42'30" WEST, 44.81 FEET; THENCE SOUTH 54°57'53" WEST, 47.29 FEET; THENCE SOUTH 28°17'41" EAST, 46.20 FEET; THENCE SOUTH 10°39'57" WEST, 55.71 FEET; THENCE SOUTH 23°05'34" EAST, 37.42 FEET; THENCE SOUTH 07°38'19" WEST, 45.40 FEET; THENCE SOUTH 13°24'52" WEST, 54.07 FEET; THENCE SOUTH 02°34'12" WEST, 56.64 FEET; THENCE SOUTH 05°07'56" WEST, 12.56 FEET, TO A POINT ON A CURVE; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1272.35 FEET, AN ARC DISTANCE OF 280.58 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°45'44" WEST, 280.01 FEET; THENCE NORTH 87°05'12" WEST, 11.29 FEET; THENCE NORTH 19°20'22" WEST, 68.56 FEET; THENCE NORTH 59°53'36" WEST, 51.40 FEET; THENCE SOUTH 62°50'47" WEST, 38.08 FEET; THENCE SOUTH 84°44'55" WEST, 9.35 FEET; THENCE NORTH 74°47'52" WEST, 50.36 FEET; THENCE NORTH 64°20'15" WEST, 57.18 FEET; THENCE NORTH 35°22'15" WEST, 198.79 FEET; THENCE NORTH 05°11'45" EAST, 72.05 FEET; THENCE NORTH 44°42'34" EAST, 875.43 FEET, TO THE POINT OF BEGINNING.

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EXCEPTION PARCEL CONTAINING 10.60 ACRES, MORE OR LESS.

UPLANDS PARCEL CONTAINING A NET ACREAGE OF 180.45 ACRES, MORE OR LESS.

COPY

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EXHIBIT 1-ALEGAL DESCRIPTION EXHIBIT
POD NOS. 1 THROUGH 6MATTAMY POD NO. 1 (PROPOSED LOTS 1-36)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4654.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 61.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'52" WEST, 55.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 433.03 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 2059.14 FEET, AN ARC DISTANCE OF 187.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°51'16" EAST, 187.29 FEET; THENCE SOUTH 23°50'12" EAST, 201.28 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 1042.00 FEET, AN ARC DISTANCE OF 93.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°16'19" EAST, 93.25 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 972.00 FEET, AN ARC DISTANCE OF 16.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°11'12" EAST, 16.26 FEET; THENCE NORTH 70°20'03" EAST, 50.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 19°11'12" WEST, 15.42 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 1092.00 FEET, AN ARC DISTANCE OF 97.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°16'19" WEST, 97.73 FEET; THENCE NORTH 23°50'12" WEST, 177.71 FEET; THENCE NORTH 11°51'30" WEST, 45.24 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 50.00 FEET, AN ARC DISTANCE OF 56.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°52'49" EAST, 53.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°37'08" EAST, 150.55 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET, AN ARC DISTANCE OF 95.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°38'54" WEST, 94.03 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 35.00 FEET, AN ARC DISTANCE OF 37.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°15'57" WEST, 35.37 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 65.00 FEET, AN ARC DISTANCE OF 65.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°44'46" WEST, 62.77 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°52'35" WEST, 98.54 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 212.00 FEET, AN ARC DISTANCE OF 555.14 FEET, SAID ARC BEING

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SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°08'25" EAST, 409.58 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 50.00 FEET, AN ARC DISTANCE OF 49.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°16'17" EAST, 47.61 FEET; THENCE SOUTH 22°41'57" EAST, 103.85 FEET; THENCE SOUTH 23°00'02" WEST, 10.11 FEET; THENCE SOUTH 04°24'37" EAST, 56.92 FEET; THENCE SOUTH 21°24'26" EAST, 51.31 FEET; THENCE SOUTH 04°24'37" EAST, 3.67 FEET; THENCE SOUTH 22°41'02" EAST, 78.55 FEET; THENCE SOUTH 29°23'59" EAST, 57.21 FEET; THENCE SOUTH 39°28'00" EAST, 7.15 FEET; THENCE SOUTH 04°31'01" WEST, 31.65 FEET; THENCE SOUTH 11°51'08" EAST, 26.21 FEET; THENCE SOUTH 08°47'43" EAST, 5.79 FEET; THENCE SOUTH 55°09'20" EAST, 32.53 FEET; THENCE SOUTH 23°52'05" WEST, 46.47 FEET; THENCE SOUTH 00°12'21" WEST, 98.37 FEET; THENCE SOUTH 68°09'20" WEST, 32.55 FEET; THENCE SOUTH 08°24'09" WEST, 31.98 FEET; THENCE SOUTH 17°53'48" WEST, 25.93 FEET; THENCE SOUTH 13°37'53" EAST, 62.69 FEET; THENCE SOUTH 14°27'29" WEST, 31.86 FEET; THENCE SOUTH 40°19'37" EAST, 195.90 FEET; THENCE SOUTH 42°49'46" EAST, 4.14 FEET; THENCE SOUTH 17°16'44" EAST, 28.07 FEET; THENCE SOUTH 37°39'46" EAST, 4.92 FEET; THENCE SOUTH 37°36'35" EAST, 186.56 FEET; THENCE NORTH 71°32'01" EAST, 44.98 FEET; THENCE NORTH 25°17'29" EAST, 17.48 FEET; THENCE NORTH 72°30'20" EAST, 10.19 FEET; THENCE NORTH 73°09'05" EAST, 9.68 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 877.73 FEET, AN ARC DISTANCE OF 77.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°00'36" EAST, 77.84 FEET; THENCE NORTH 61°38'02" EAST, 47.57 FEET; THENCE NORTH 64°44'02" EAST, 63.50 FEET; THENCE NORTH 01°59'41" EAST, 35.38 FEET; THENCE SOUTH 52°44'44" EAST, 59.12 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 29.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°23'39" WEST, 28.04 FEET; THENCE SOUTH 18°27'59" EAST, 110.33 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 30.00 FEET, AN ARC DISTANCE OF 19.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°31'45" EAST, 19.60 FEET; THENCE SOUTH 33°24'28" WEST, 10.00 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 62.00 FEET, AN ARC DISTANCE OF 56.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°31'46" WEST, 54.24 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°32'01" WEST, 291.83 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 210.00 FEET, AN ARC DISTANCE OF 92.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°08'02" WEST, 91.62 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°15'58" WEST, 0.81 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 25.00 FEET, AN ARC DISTANCE OF 34.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'12" WEST, 31.70 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 230.00 FEET, AN ARC DISTANCE OF 132.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°05'30" WEST, 130.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°36'35" WEST, 341.46 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 170.00 FEET, AN ARC DISTANCE OF 152.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°59'43" WEST, 146.99 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°37'08" EAST, 155.20 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 142.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°31'57" WEST, 140.19 FEET,

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TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°41'02" WEST, 222.12 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 62.00 FEET, AN ARC DISTANCE OF 275.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°58'51" WEST, 98.59 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 25.00 FEET, AN ARC DISTANCE OF 32.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°01'09" EAST, 30.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 22°41'02" EAST, 138.21 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 165.00 FEET, AN ARC DISTANCE OF 104.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°31'57" EAST, 102.80 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°37'08" WEST, 155.20 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 230.00 FEET, AN ARC DISTANCE OF 205.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°59'43" EAST, 198.86 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°36'35" EAST, 341.46 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 170.00 FEET, AN ARC DISTANCE OF 128.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°53'14" EAST, 125.84 FEET; THENCE SOUTH 83°26'14" WEST, 129.38 FEET; THENCE NORTH 06°33'46" WEST, 39.28 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 50.00 FEET, AN ARC DISTANCE OF 27.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°05'10" WEST, 26.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37°36'35" WEST, 214.61 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 50.00 FEET, AN ARC DISTANCE OF 96.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°23'05" WEST, 81.92 FEET, TO THE POINT OF BEGINNING.
CONTAINING 10.40 ACRES, MORE OR LESS.

MATTAMY POD NO. 2 (PROPOSED LOTS 37-42)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4654.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 61.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'52" WEST, 55.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 433.03 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 2059.14 FEET, AN ARC DISTANCE OF 187.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°51'16" EAST, 187.29 FEET; THENCE SOUTH 23°50'12" EAST, 201.28 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 1042.00 FEET, AN ARC DISTANCE OF 93.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

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DISTANCE OF SOUTH 21°16'19" EAST, 93.25 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 972.00 FEET, AN ARC DISTANCE OF 43.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°59'03" EAST, 43.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 230.11 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 1000.00 FEET, AN ARC DISTANCE OF 122.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°44'33" EAST, 122.74 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 25.00 FEET, AN ARC DISTANCE OF 39.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°08'53" EAST, 35.31 FEET; THENCE SOUTH 14°04'31" EAST, 60.00 FEET; THENCE NORTH 75°55'42" EAST, 5.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 75°55'42" EAST, 113.11 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 230.00 FEET, AN ARC DISTANCE OF 5.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°12'40" EAST, 5.76 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 25.00 FEET, AN ARC DISTANCE OF 33.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°44'02" EAST, 31.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°57'43" EAST, 31.35 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 25.00 FEET, AN ARC DISTANCE OF 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°34'03" EAST, 21.44 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 62.00 FEET, AN ARC DISTANCE OF 211.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°46'06" EAST, 122.91 FEET; THENCE SOUTH 82°21'48" EAST, 20.72 FEET; THENCE SOUTH 42°05'15" EAST, 129.45 FEET; THENCE SOUTH 52°04'27" WEST, 27.29 FEET; THENCE SOUTH 05°29'43" EAST, 12.56 FEET; THENCE SOUTH 55°21'03" WEST, 52.48 FEET; THENCE SOUTH 51°40'54" WEST, 57.28 FEET; THENCE SOUTH 63°20'15" WEST, 123.80 FEET; THENCE SOUTH 51°21'31" WEST, 20.12 FEET; THENCE NORTH 38°38'29" WEST, 15.08 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 670.00 FEET, AN ARC DISTANCE OF 287.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°21'24" WEST, 285.12 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°04'18" WEST, 60.94 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.57 ACRES, MORE OR LESS.

MATTAMY POD NO. 3 (PROPOSED LOTS 108-146)

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 SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4654.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 61.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'52" WEST, 55.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 433.03 FEET, TO THE POINT OF

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CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2059.14 FEET, AN ARC DISTANCE OF 187.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°51'16" EAST, 187.29 FEET; THENCE SOUTH 23°50'12" EAST, 201.28 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 1042.00 FEET, AN ARC DISTANCE OF 93.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°16'19" EAST, 93.25 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 972.00 FEET, AN ARC DISTANCE OF 43.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°59'03" EAST, 43.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 230.11 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 1000.00 FEET, AN ARC DISTANCE OF 122.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°44'33" EAST, 122.74 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 25.00 FEET, AN ARC DISTANCE OF 39.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°08'53" EAST, 35.31 FEET; THENCE SOUTH 14°04'31" EAST, 60.00 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°55'42" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°04'18" EAST, 35.94 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 700.00 FEET, AN ARC DISTANCE OF 300.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°21'24" EAST, 297.88 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°38'29" EAST, 30.00 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 960.00 FEET, AN ARC DISTANCE OF 115.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°05'01" EAST, 115.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'32" EAST, 177.31 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 25.00 FEET, AN ARC DISTANCE OF 39.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°44'18" EAST, 35.19 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 330.00 FEET, AN ARC DISTANCE OF 5.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°27'23" EAST, 5.23 FEET, TO THE POINT OF BEGINNING; THENCE EASTERLY CONTINUE, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 507.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°59'30" EAST, 459.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°53'46" EAST, 117.00 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 268.00 FEET, AN ARC DISTANCE OF 170.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°40'25" EAST, 167.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°27'03" EAST, 154.38 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 580.00 FEET, AN ARC DISTANCE OF 414.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°56'47" EAST, 406.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°26'30" EAST, 172.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND

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THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 331.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°27'43" EAST, 307.69 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°31'04" WEST, 216.27 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 505.00 FEET, AN ARC DISTANCE OF 34.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°27'29" WEST, 34.19 FEET; THENCE SOUTH 60°21'37" EAST, 121.47 FEET; THENCE SOUTH 85°39'31" EAST, 26.81 FEET; THENCE NORTH 25°31'04" EAST, 253.37 FEET; THENCE NORTH 05°15'14" WEST, 1.79 FEET; THENCE NORTH 56°16'14" EAST, 9.23 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 181.37 FEET, AN ARC DISTANCE OF 37.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°29'45" EAST, 37.05 FEET; THENCE NORTH 78°25'52" WEST, 10.07 FEET; THENCE NORTH 15°58'49" EAST, 31.48 FEET; THENCE NORTH 11°38'07" EAST, 36.00 FEET; THENCE NORTH 06°39'30" EAST, 30.28 FEET; THENCE NORTH 01°17'35" EAST, 44.60 FEET; THENCE NORTH 03°36'21" WEST, 36.06 FEET; THENCE NORTH 10°05'27" WEST, 23.15 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 396.82 FEET, AN ARC DISTANCE OF 202.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°51'45" WEST, 200.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°48'18" WEST, 62.19 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 400.00 FEET, AN ARC DISTANCE OF 36.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 50°51'05" WEST, 36.12 FEET; THENCE NORTH 57°58'03" WEST, 66.95 FEET; THENCE NORTH 60°45'15" WEST, 3.63 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 450.00 FEET, AN ARC DISTANCE OF 50.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°32'41" WEST, 50.39 FEET; THENCE NORTH 27°05'51" WEST, 36.34 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 433.59 FEET, AN ARC DISTANCE OF 193.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°20'25" WEST, 192.12 FEET; THENCE NORTH 60°10'57" WEST, 8.99 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 70.02 FEET, AN ARC DISTANCE OF 40.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°00'19" WEST, 39.57 FEET; THENCE NORTH 60°10'57" WEST, 14.81 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 450.00 FEET, AN ARC DISTANCE OF 41.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°23'12" WEST, 41.36 FEET; THENCE NORTH 11°13'42" WEST, 8.24 FEET; THENCE NORTH 02°49'26" WEST, 88.78 FEET; THENCE NORTH 11°07'48" WEST, 46.58 FEET; THENCE NORTH 07°22'41" WEST, 36.51 FEET; THENCE NORTH 27°45'42" WEST, 37.11 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 400.00 FEET, AN ARC DISTANCE OF 173.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°59'23" WEST, 172.35 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 54.55 FEET, AN ARC DISTANCE OF 17.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°59'36" WEST, 17.12 FEET; THENCE NORTH 05°54'57" WEST, 8.43 FEET; THENCE NORTH 45°53'46" WEST, 173.27 FEET; THENCE NORTH 05°39'47" WEST, 59.07 FEET; THENCE NORTH 51°30'18" WEST, 18.81 FEET; THENCE SOUTH 38°29'42" WEST, 26.60 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 30.00 FEET, AN ARC DISTANCE OF 42.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78°48'43" WEST, 38.82 FEET, TO THE POINT OF

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REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 184.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°07'25" WEST, 183.43 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 30.00 FEET, AN ARC DISTANCE OF 45.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°05'46" WEST, 41.13 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°11'02" EAST, 6.33 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 30.00 FEET, AN ARC DISTANCE OF 6.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09°03'18" EAST, 6.14 FEET; THENCE NORTH 75°04'26" WEST, 18.64 FEET; THENCE SOUTH 33°53'23" WEST, 4.01 FEET; THENCE SOUTH 66°51'41" WEST, 149.54 FEET; THENCE SOUTH 71°27'23" WEST, 143.14 FEET; THENCE SOUTH 76°51'41" WEST, 28.49 FEET; THENCE SOUTH 76°57'21" WEST, 61.34 FEET; THENCE SOUTH 44°28'28" WEST, 21.73 FEET; THENCE SOUTH 45°31'32" EAST, 192.76 FEET, TO THE POINT OF BEGINNING. CONTAINING 7.83 ACRES, MORE OR LESS.

MATTAMY POD NO. 4 (PROPOSED LOTS 165-208)

A PORTION OF SECTIONS 10, 11, 14, AND 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4654.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 61.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'52" WEST, 55.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 433.03 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 2059.14 FEET, AN ARC DISTANCE OF 187.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°51'16" EAST, 187.29 FEET; THENCE SOUTH 23°50'12" EAST, 201.28 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 1042.00 FEET, AN ARC DISTANCE OF 93.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°16'19" EAST, 93.25 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 972.00 FEET, AN ARC DISTANCE OF 43.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°59'03" EAST, 43.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 230.11 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 1000.00 FEET, AN ARC DISTANCE OF 122.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°44'33" EAST, 122.74 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 25.00 FEET, AN ARC DISTANCE OF 39.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°08'53" EAST, 35.31 FEET; THENCE SOUTH 14°04'31" EAST, 60.00 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°55'42" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF

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SAID CURVE; THENCE SOUTH 14°04'18" EAST, 35.94 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 700.00 FEET, AN ARC DISTANCE OF 300.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°21'24" EAST, 297.88 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°38'29" EAST, 30.00 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 960.00 FEET, AN ARC DISTANCE OF 115.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°05'01" EAST, 115.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'32" EAST, 177.31 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°28'28" EAST, 35.36 FEET; THENCE SOUTH 45°50'38" EAST, 60.02 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 270.00 FEET, AN ARC DISTANCE OF 4.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°44'04" EAST, 4.67 FEET, TO A POINT ON THE ARC OF SAID CURVE, AND THE POINT OF BEGINNING; THENCE EASTERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 414.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°49'55" EAST, 374.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°53'46" EAST, 117.00 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 208.00 FEET, AN ARC DISTANCE OF 132.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°40'25" EAST, 130.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09°27'03" EAST, 154.38 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 640.00 FEET, AN ARC DISTANCE OF 457.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°56'47" EAST, 448.17 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 50°26'30" EAST, 172.45 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 190.00 FEET, AN ARC DISTANCE OF 251.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°27'43" EAST, 233.85 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°31'04" WEST, 216.27 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 445.00 FEET, AN ARC DISTANCE OF 709.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°11'05" WEST, 636.61 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 25.00 FEET, AN ARC DISTANCE OF 42.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°23'10" WEST, 37.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°22'34" EAST, 385.51 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°46'13" EAST, 21.44 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 62.00 FEET, AN ARC DISTANCE OF 208.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°12'27" WEST, 123.23 FEET; THENCE NORTH 17°34'47" WEST, 135.00 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 197.00 FEET, AN ARC DISTANCE OF 587.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH

RALPH BRIGHAM
ROSEMARY T BRIGHAM
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Hybrid Check

BK: 4455 PG: 1255

22°08'57" EAST, 392.75 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 100.00 FEET, AN ARC DISTANCE OF 50.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°49'43" WEST, 49.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°22'34" WEST, 102.72 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 30.00 FEET, AN ARC DISTANCE OF 69.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31°42'39" EAST, 54.85 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 313.00 FEET, AN ARC DISTANCE OF 309.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°51'37" EAST, 297.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25°31'04" EAST, 216.27 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 58.00 FEET, AN ARC DISTANCE OF 76.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°27'43" WEST, 71.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 50°26'30" WEST, 172.45 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 772.00 FEET, AN ARC DISTANCE OF 552.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°56'47" WEST, 540.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°27'03" WEST, 154.38 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 76.00 FEET, AN ARC DISTANCE OF 48.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27°40'25" WEST, 47.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°53'46" WEST, 117.00 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 138.00 FEET, AN ARC DISTANCE OF 172.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°45'10" WEST, 161.69 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 26.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°45'51" WEST, 25.95 FEET; THENCE SOUTH 48°57'31" WEST, 11.31 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 920.00 FEET, AN ARC DISTANCE OF 72.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°17'00" WEST, 71.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°31'32" WEST, 69.23 FEET, TO THE POINT OF BEGINNING.
CONTAINING 9.18 ACRES, MORE OR LESS.

MATTAMY POD NO. 5 (PROPOSED LOTS 209-216)

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4654.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 61.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'52" WEST, 55.83 FEET, TO THE POINT OF

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TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 433.03 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 2059.14 FEET, AN ARC DISTANCE OF 187.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°51'16" EAST, 187.29 FEET; THENCE SOUTH 23°50'12" EAST, 201.28 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 1042.00 FEET, AN ARC DISTANCE OF 93.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°16'19" EAST, 93.25 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 972.00 FEET, AN ARC DISTANCE OF 43.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°59'03" EAST, 43.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 230.11 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 1000.00 FEET, AN ARC DISTANCE OF 122.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°44'33" EAST, 122.74 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 25.00 FEET, AN ARC DISTANCE OF 39.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°08'53" EAST, 35.31 FEET; THENCE SOUTH 14°04'31" EAST, 60.00 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°55'42" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°04'18" EAST, 35.94 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 700.00 FEET, AN ARC DISTANCE OF 300.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°21'24" EAST, 297.88 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°38'29" EAST, 30.00 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 960.00 FEET, AN ARC DISTANCE OF 115.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°05'01" EAST, 115.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'32" EAST, 177.31 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°28'28" EAST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°50'38" EAST, 60.02 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°08'35" EAST, 35.59 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'32" EAST, 44.34 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 890.00 FEET, AN ARC DISTANCE OF 1349.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°05'27" EAST, 1223.80 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 25.00 FEET, AN ARC DISTANCE OF 37.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°56'00" EAST, 34.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°12'37" EAST, 6.17 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°12'37" EAST, 91.28 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 445.00 FEET, AN ARC DISTANCE OF 22.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

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DISTANCE OF SOUTH 46°39'17" EAST, 22.44 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 42.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°08'18" EAST, 37.60 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°22'34" EAST, 385.51 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°58'54" EAST, 21.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 32.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°27'21" WEST, 32.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°37'26" WEST, 151.99 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 920.00 FEET, AN ARC DISTANCE OF 441.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°10'06" WEST, 437.43 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.45 ACRES, MORE OR LESS.

MATTAMY POD NO. 6 (PROPOSED LOTS 147-164)

A PORTION OF SECTIONS 10, 11, 14, AND 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4654.45 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 61.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°47'52" WEST, 55.83 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 433.03 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 2059.14 FEET, AN ARC DISTANCE OF 187.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°51'16" EAST, 187.29 FEET; THENCE SOUTH 23°50'12" EAST, 201.28 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 1042.00 FEET, AN ARC DISTANCE OF 93.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°16'19" EAST, 93.25 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 972.00 FEET, AN ARC DISTANCE OF 43.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°59'03" EAST, 43.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 230.11 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 1000.00 FEET, AN ARC DISTANCE OF 122.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°44'33" EAST, 122.74 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 25.00 FEET, AN ARC DISTANCE OF 39.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°08'53" EAST, 35.31 FEET; THENCE SOUTH 14°04'31" EAST, 60.00 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD

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BEARING AND DISTANCE OF SOUTH 30°55'42" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°04'18" EAST, 35.94 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 700.00 FEET, AN ARC DISTANCE OF 300.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°21'24" EAST, 297.88 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 38°38'29" EAST, 30.00 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 960.00 FEET, AN ARC DISTANCE OF 115.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°05'01" EAST, 115.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'32" EAST, 177.31 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°28'28" EAST, 35.36 FEET; THENCE SOUTH 45°50'38" EAST, 60.02 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°08'35" EAST, 35.59 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'32" EAST, 44.34 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 890.00 FEET, AN ARC DISTANCE OF 1349.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°05'27" EAST, 1223.80 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 25.00 FEET, AN ARC DISTANCE OF 37.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°56'00" EAST, 34.28 FEET; THENCE SOUTH 44°47'23" WEST, 60.00 FEET; THENCE SOUTH 45°12'37" EAST, 6.17 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°12'37" EAST, 91.28 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 505.00 FEET, AN ARC DISTANCE OF 910.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°09'04" EAST, 791.96 FEET; THENCE SOUTH 58°53'58" EAST, 136.43 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 30.00 FEET, AN ARC DISTANCE OF 17.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°03'41" WEST, 17.67 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 636.00 FEET, AN ARC DISTANCE OF 1130.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°51'42" WEST, 987.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°12'37" WEST, 104.99 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 920.00 FEET, AN ARC DISTANCE OF 131.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 50°45'48" EAST, 131.72 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.39 ACRES, MORE OR LESS.

BK: 4455 PG: 1259

EXHIBIT 1-B

POD NO. 1 (PROPOSED LOTS 69-78)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4404.36 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 40.00 FEET, AN ARC DISTANCE OF 63.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°12'08" EAST, 57.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 237.26 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 1000.00 FEET, AN ARC DISTANCE OF 140.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 140.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'36" EAST, 17.06 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 1500.00 FEET, AN ARC DISTANCE OF 160.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°27'34" EAST, 160.52 FEET; THENCE CONTINUE SOUTH 44°42'34" WEST, 50.28 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 44°42'34" WEST, 201.45 FEET; THENCE NORTH 60°46'27" WEST, 109.25 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 62.00 FEET, AN ARC DISTANCE OF 234.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°19'37" WEST, 117.56 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 25.00 FEET, AN ARC DISTANCE OF 23.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°34'50" WEST, 23.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 47°02'26" WEST, 157.67 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 960.00 FEET, AN ARC DISTANCE OF 96.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°55'45" WEST, 96.75 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°49'04" WEST, 67.74 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 441.37 FEET, AN ARC DISTANCE OF 57.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°06'16" WEST,

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57.17 FEET; THENCE NORTH 42°57'00" WEST, 96.67 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 25.00 FEET, AN ARC DISTANCE OF 41.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°56'02" EAST, 37.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°49'04" EAST, 109.63 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 840.00 FEET, AN ARC DISTANCE OF 88.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°48'15" EAST, 88.32 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 133.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°02'22" EAST, 132.43 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 235.00 FEET, AN ARC DISTANCE OF 295.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57°18'27" EAST, 276.39 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 50.00 FEET, AN ARC DISTANCE OF 93.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 39°42'49" EAST, 80.50 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 1050.00 FEET, AN ARC DISTANCE OF 113.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°26'03" EAST, 113.29 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'36" EAST, 17.06 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 1450.00 FEET, AN ARC DISTANCE OF 160.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°21'27" EAST, 160.32 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.

BK: 4455 PG: 1261

POD NO. 2 (PROPOSED LOTS 52-68)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4404.36 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 40.00 FEET, AN ARC DISTANCE OF 63.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°12'08" EAST, 57.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 237.26 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 1000.00 FEET, AN ARC DISTANCE OF 140.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 140.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'36" EAST, 17.06 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 1500.00 FEET, AN ARC DISTANCE OF 160.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°27'34" EAST, 160.52 FEET; THENCE SOUTH 44°42'34" WEST, 397.57 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUED SOUTH 44°42'34" WEST, 502.91 FEET; THENCE SOUTH 05°11'45" WEST, 72.05 FEET; THENCE SOUTH 35°22'15" EAST, 198.79 FEET; THENCE SOUTH 64°20'15" EAST, 57.18 FEET; THENCE SOUTH 74°47'52" EAST, 50.36 FEET; THENCE SOUTH 68°03'16" EAST, 106.74 FEET; THENCE SOUTH 19°20'22" EAST, 34.28 FEET; THENCE SOUTH 87°05'12" EAST, 11.29 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 1272.35 FEET, AN ARC DISTANCE OF 24.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°28'47" EAST, 24.85 FEET; THENCE SOUTH 11°58'26" WEST, 65.92 FEET; THENCE SOUTH 04°08'28" WEST, 36.71 FEET; THENCE SOUTH 00°51'25" WEST, 22.62 FEET; THENCE NORTH 89°08'35" WEST, 11.58 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 420.00 FEET, AN ARC DISTANCE OF 173.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°17'20" WEST, 172.56 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°26'05" WEST, 66.12 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 391.37 FEET, AN ARC DISTANCE OF 807.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°18'30" WEST, 671.82 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°49'04" EAST, 67.74 FEET, TO THE

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POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1010.00 FEET, AN ARC DISTANCE OF 101.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°55'45" EAST, 101.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°02'26" EAST, 135.54 FEET; THENCE SOUTH 42°57'34" EAST, 143.97 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.17 ACRES, MORE OR LESS.

COPY

BK: 4455 PG: 1263

POD NO. 3 (PROPOSED LOTS 43-51)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4404.36 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 40.00 FEET, AN ARC DISTANCE OF 63.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°12'08" EAST, 57.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 237.26 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 1000.00 FEET, AN ARC DISTANCE OF 140.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 140.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'36" EAST, 17.06 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 1500.00 FEET, AN ARC DISTANCE OF 635.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°23'38" EAST, 630.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 83.41 FEET; THENCE SOUTH 68°44'20" WEST, 25.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 21°15'40" EAST, 36.76 FEET; THENCE SOUTH 73°05'18" WEST, 5.01 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 891.06 FEET, AN ARC DISTANCE OF 134.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°57'39" EAST, 134.32 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 230.00 FEET, AN ARC DISTANCE OF 275.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°14'22" WEST, 259.29 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°55'43" WEST, 93.22 FBET, 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 170.00 FEET, AN ARC DISTANCE OF 220.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°09'51" WEST, 205.73 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 80°24'00" WEST, 50.88 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 270.00 FEET, AN ARC DISTANCE OF 49.28 FEET, SAID ARC BEING SUBTENDED BY A

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CHORD BEARING AND DISTANCE OF SOUTH 85°37'42" WEST, 49.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°08'35" WEST, 60.59 FEET; THENCE NORTH 00°51'25" EAST, 20.14 FEET; THENCE NORTH 04°00'28" EAST, 16.31 FEET; THENCE NORTH 00°51'25" EAST, 89.35 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 1272.35 FEET, AN ARC DISTANCE OF 158.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 84°01'24" EAST, 158.83 FEET; THENCE NORTH 05°07'56" EAST, 12.56 FEET; THENCE NORTH 02°34'12" EAST, 56.64 FEET; THENCE NORTH 13°24'52" EAST, 54.07 FEET; THENCE NORTH 07°38'19" EAST, 45.40 FEET; THENCE NORTH 23°05'34" WEST, 20.82 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 377.03 FEET, AN ARC DISTANCE OF 283.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°34'37" EAST, 276.95 FEET; THENCE NORTH 73°05'18" EAST, 55.83 FEET; THENCE NORTH 67°37'44" EAST, 2.14 FEET; THENCE NORTH 21°51'03" WEST, 24.89 FEET; THENCE NORTH 67°26'15" EAST, 33.51 FEET; THENCE NORTH 45°45'51" EAST, 18.19 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.37 ACRES, MORE OR LESS.

COPY

BK: 4455 PG: 1265

POD NO. 4 (PROPOSED LOTS 99-107)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 4404.36 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 40.00 FEET, AN ARC DISTANCE OF 63.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°12'08" EAST, 57.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37°27'40" EAST, 237.26 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 1000.00 FEET, AN ARC DISTANCE OF 140.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°29'38" EAST, 140.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°31'36" EAST, 17.06 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 1500.00 FEET, AN ARC DISTANCE OF 635.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°23'38" EAST, 630.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 21°15'40" EAST, 83.41 FEET; THENCE SOUTH 68°44'20" WEST, 25.00 FEET; THENCE SOUTH 21°15'40" EAST, 36.76 FEET; THENCE SOUTH 73°05'18" WEST, 5.01 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 891.06 FEET, AN ARC DISTANCE OF 134.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°57'39" EAST, 134.32 FEET, ; THENCE SOUTH 14°20'02" EAST, 60.02 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 14°04'18" EAST, 60.81 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 810.00 FEET, AN ARC DISTANCE OF 95.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°26'54" EAST, 95.41 FEET; THENCE SOUTH 69°10'30" WEST, 38.43 FEET; THENCE SOUTH 06°21'58" WEST, 103.05 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 359.22 FEET, AN ARC DISTANCE OF 285.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°05'42" WEST, 277.58 FEET; THENCE SOUTH 71°53'31" WEST, 24.42 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 25.85 FEET, AN ARC DISTANCE OF 32.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°34'42" WEST, 30.80 FEET; THENCE NORTH 79°04'51" WEST, 12.96 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 373.83

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FEET, AN ARC DISTANCE OF 94.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°16'33" WEST, 93.83 FEET; THENCE SOUTH 40°03'18" WEST, 8.58 FEET; THENCE NORTH 72°28'16" WEST, 11.89 FEET; THENCE SOUTH 82°33'37" WEST, 30.38 FEET; THENCE SOUTH 66°34'45" WEST, 7.30 FEET; THENCE SOUTH 52°42'32" EAST, 9.49 FEET; THENCE SOUTH 84°39'25" WEST, 13.05 FEET; THENCE SOUTH 89°53'25" WEST, 76.19 FEET; THENCE NORTH 15°31'36" EAST, 10.00 FEET; THENCE NORTH 89°11'19" WEST, 76.57 FEET; THENCE NORTH 01°07'57" EAST, 82.98 FEET; THENCE NORTH 62°40'21" WEST, 38.32 FEET; THENCE NORTH 00°51'25" EAST, 20.00 FEET; THENCE SOUTH 89°08'35" EAST, 92.88 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 330.00 FEET, AN ARC DISTANCE OF 60.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°37'42" EAST, 60.14 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°24'00" EAST, 50.88 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 230.00 FEET, AN ARC DISTANCE OF 298.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°09'51" EAST, 278.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 05°55'43" EAST, 93.22 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 202.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°02'32" EAST, 190.68 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.40 ACRES, MORE OR LESS.

COPY

BK: 4455 PG: 1267

POD NO. 5 (PROPOSED LOTS 79-98)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 3432.26 FEET; THENCE SOUTH 02°41'58" WEST, 609.87 FEET; THENCE SOUTH 10°54'00" EAST, 853.32 FEET; THENCE NORTH 79°06'00" EAST, 120.81 FEET, TO THE POINT OF BEGINNING, AND THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 731.63 FEET, AN ARC DISTANCE OF 179.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°50'21" EAST, 179.34 FEET; THENCE NORTH 08°21'52" EAST, 161.91 FEET; THENCE NORTH 07°06'15" EAST, 75.71 FEET; THENCE NORTH 23°21'59" EAST, 55.35 FEET; THENCE NORTH 36°52'12" EAST, 34.29 FEET; THENCE NORTH 23°46'55" EAST, 57.87 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 570.00 FEET, AN ARC DISTANCE OF 50.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°13'07" WEST, 50.02 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 72.95 FEET, AN ARC DISTANCE OF 28.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°02'09" WEST, 28.12 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 847.12 FEET, AN ARC DISTANCE OF 94.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°37'49" WEST, 94.33 FEET; THENCE NORTH 23°16'58" WEST, 0.81 FEET; THENCE NORTH 38°36'26" WEST, 30.93 FEET; THENCE NORTH 66°35'04" WEST, 30.85 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 55.00 FEET, AN ARC DISTANCE OF 7.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°22'22" EAST, 7.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°19'48" EAST, 32.89 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 26.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°34'19" EAST, 26.16 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 195.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°12'00" WEST, 194.22 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND

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AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°07'32" EAST, 36.17 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 79°32'07" EAST, 94.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 441.37 FEET, AN ARC DISTANCE OF 482.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°47'56" EAST, 458.52 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 25.00 FEET, AN ARC DISTANCE OF 36.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°28'47" EAST, 33.21 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 31°08'02" WEST, 105.44 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 330.00 FEET, AN ARC DISTANCE OF 234.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°47'51" WEST, 229.37 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 25.00 FEET, AN ARC DISTANCE OF 19.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°00'57" WEST, 19.18 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 62.00 FEET, AN ARC DISTANCE OF 304.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°05'00" EAST, 78.89 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 25.00 FEET, AN ARC DISTANCE OF 25.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°15'29" WEST, 24.35 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 270.00 FEET, AN ARC DISTANCE OF 180.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°00'39" EAST, 176.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 31°08'02" EAST, 98.93 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 25.00 FEET, AN ARC DISTANCE OF 38.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°03'18" EAST, 34.68 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°01'27" EAST, 26.45 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 480.00 FEET, AN ARC DISTANCE OF 104.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°16'51" EAST, 104.62 FEET; THENCE SOUTH 16°27'46" WEST, 10.00 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 30.00 FEET, AN ARC DISTANCE OF 40.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF

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SOUTH 67°59'44" WEST, 37.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°31'43" WEST, 97.97 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 75.00 FEET, AN ARC DISTANCE OF 80.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°06'40" EAST, 76.45 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 205.62 FEET, AN ARC DISTANCE OF 138.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11°39'26" EAST, 136.17 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 30.00 FEET, AN ARC DISTANCE OF 56.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46°35'32" EAST, 48.79 FEET; THENCE SOUTH 14°08'51" WEST, 34.25 FEET; THENCE SOUTH 79°12'35" WEST, 14.23 FEET; THENCE SOUTH 54°36'23" WEST, 142.44 FEET; THENCE SOUTH 66°21'03" WEST, 121.43 FEET; THENCE SOUTH 84°01'17" WEST, 23.00 FEET; THENCE NORTH 05°58'43" WEST, 12.04 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 47.00 FEET, AN ARC DISTANCE OF 51.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37°11'21" WEST, 48.71 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 195.00 FEET, AN ARC DISTANCE OF 69.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°10'55" WEST, 69.18 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 47.00 FEET, AN ARC DISTANCE OF 98.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°57'29" WEST, 81.47 FEET; THENCE NORTH 78°07'11" WEST, 23.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5.50 ACRES, MORE OR LESS.

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POD NO. 6 (PROPOSED LOTS 256-269)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 3432.26 FEET; THENCE SOUTH 02°41'58" WEST, 609.87 FEET; THENCE SOUTH 10°54'00" EAST, 1089.86 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 790.00 FEET, AN ARC DISTANCE OF 1003.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°11'28" EAST, 937.08 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 25.00 FEET, AN ARC DISTANCE OF 37.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°49'37" EAST, 34.11 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 330.00 FEET, AN ARC DISTANCE OF 15.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°32'28" EAST, 15.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°55'20" EAST, 7.95 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 74°55'20" EAST, 226.18 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 370.00 FEET, AN ARC DISTANCE OF 396.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°14'41" EAST, 377.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°34'02" EAST, 19.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 195.00 FEET, AN ARC DISTANCE OF 207.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°51'34" WEST, 197.51 FEET; THENCE SOUTH 55°29'51" WEST, 164.11 FEET; THENCE SOUTH 54°42'36" EAST, 57.24 FEET; THENCE SOUTH 03°43'25" WEST, 108.51 FEET; THENCE SOUTH 43°09'38" WEST, 38.46 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 340.73 FEET, AN ARC DISTANCE OF 228.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°58'30" WEST, 223.98 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 1160.92 FEET, AN ARC DISTANCE OF 150.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°36'33" WEST, 150.74 FEET; THENCE SOUTH 15°04'40" EAST, 133.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2.28 ACRES, MORE OR LESS.

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POD NO. 7 (PROPOSED LOTS 217-255)

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

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 3432.26 FEET; THENCE SOUTH 02°41'58" WEST, 609.87 FEET; THENCE SOUTH 10°54'00" EAST, 1089.86 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 790.00 FEET, AN ARC DISTANCE OF 1003.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°11'28" EAST, 937.08 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 25.00 FEET, AN ARC DISTANCE OF 37.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°49'37" EAST, 34.11 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 330.00 FEET, AN ARC DISTANCE OF 15.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°32'28" EAST, 15.91 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°55'20" EAST, 234.13 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 370.00 FEET, AN ARC DISTANCE OF 396.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°14'41" EAST, 377.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°34'02" EAST, 19.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 195.00 FEET, AN ARC DISTANCE OF 207.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°51'34" WEST, 197.51 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°17'10" WEST, 16.91 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 25.00 FEET, AN ARC DISTANCE OF 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°40'50" WEST, 21.44 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 62.00 FEET, AN ARC DISTANCE OF 45.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°59'14" WEST, 44.61 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 54°23'26" WEST, 148.57 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 207.84 FEET, AN ARC DISTANCE OF 354.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°22'17" EAST, 313.33 FEET; THENCE NORTH 83°06'48" EAST, 47.69 FEET; THENCE NORTH 69°41'06" EAST, 24.17 FEET; THENCE NORTH 85°00'14" EAST, 123.67 FEET; THENCE SOUTH 70°50'40" EAST, 16.51 FEET; THENCE SOUTH 33°34'43" EAST, 40.16

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FEET; THENCE SOUTH 53°11'16" EAST, 24.24 FEET; THENCE NORTH 89°52'21" EAST, 14.80 FEET; THENCE SOUTH 37°57'35" EAST, 43.15 FEET; THENCE SOUTH 28°31'19" EAST, 87.82 FEET; THENCE SOUTH 36°04'08" EAST, 24.76 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 400.36 FEET, AN ARC DISTANCE OF 130.08 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 26°45'39" EAST, 129.51 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 28.58 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 13°20'28" WEST, 27.51 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 387.00 FEET, AN ARC DISTANCE OF 185.88 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 00°11'33" EAST, 184.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 13°34'02" WEST, 9.79 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 562.00 FEET, AN ARC DISTANCE OF 91.30 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 18°13'17" WEST, 91.20 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 50.00 FEET, AN ARC DISTANCE OF 70.31 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 17°24'32" EAST, 64.66 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 1040.00 FEET, AN ARC DISTANCE OF 42.24 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 56°31'48" EAST, 42.23 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 50.00 FEET, AN ARC DISTANCE OF 69.68 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 84°42'42" EAST, 64.17 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°47'23" EAST, 55.23 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 24.72 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 21°10'46" EAST, 24.03 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02°25'52" WEST, 144.89 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 195.00 FEET, AN ARC DISTANCE OF 152.81 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 20°01'05" EAST, 148.93 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 30.00 FEET, AN ARC DISTANCE OF 35.13 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 08°55'22" EAST, 33.15 FEET; THENCE NORTH 65°22'42" EAST, 85.92 FEET; THENCE SOUTH 71°00'01" EAST, 32.16 FEET; THENCE NORTH 78°55'04" EAST, 62.66 FEET; THENCE SOUTH 68°27'34" EAST, 104.93 FEET; THENCE SOUTH 32°43'33" WEST, 9.46 FEET; THENCE SOUTH 36°38'12" EAST, 101.49 FEET; THENCE NORTH 68°10'03" EAST, 12.38 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 780.00 FEET, AN ARC

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DISTANCE OF 632.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19°22'23" WEST, 614.86 FEET; THENCE NORTH 45°12'37" WEST, 146.08 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°12'37" WEST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44°47'23" EAST, 69.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 272.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°05'26" EAST, 265.28 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 25.00 FEET, AN ARC DISTANCE OF 22.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°52'31" EAST, 21.51 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 62.00 FEET, AN ARC DISTANCE OF 304.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°34'15" WEST, 78.39 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 25.00 FEET, AN ARC DISTANCE OF 22.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 27°57'12" EAST, 21.34 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 270.00 FEET, AN ARC DISTANCE OF 223.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°03'01" WEST, 217.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°47'23" WEST, 70.53 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 38.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°51'39" WEST, 34.78 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 1030.00 FEET, AN ARC DISTANCE OF 208.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°52'33" WEST, 208.45 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°41'00" WEST, 133.16 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 25.00 FEET, AN ARC DISTANCE OF 35.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°43'58" WEST, 32.77 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 430.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°23'33" EAST, 72.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 13°34'02" EAST, 19.35 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 255.00 FEET, AN ARC DISTANCE OF 270.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°51'34" WEST, 258.28 FEET, TO THE

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POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 47°17'10" WEST, 16.91 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 25.00 FEET, AN ARC DISTANCE OF 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°53'31" WEST, 21.44 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 62.00 FEET, AN ARC DISTANCE OF 259.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°48'05" WEST, 107.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 7.32 ACRES, MORE OR LESS.

COPY

POD NO. 8 (PROPOSED LOTS 270-302)

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 00°48'41" WEST, ALONG THE WESTERLY LINE OF SAID SECTION 10, A DISTANCE OF 376.92 FEET, TO THE SOUTHEASTERLY 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 4252, PAGE 1560 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51°03'23" EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 210, A DISTANCE OF 3432.26 FEET; THENCE SOUTH 02°41'58" WEST, 609.87 FEET; THENCE SOUTH 10°54'00" EAST, 1089.86 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 790.00 FEET, AN ARC DISTANCE OF 1003.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°11'28" EAST, 937.08 FEET, TO A POINT ON SAID CURVE; THENCE CONTINUE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 790.00 FEET, AN ARC DISTANCE OF 106.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°56'42" EAST, 106.63 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 25.00 FEET, AN ARC DISTANCE OF 37.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°03'57" EAST, 34.19 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 12.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°33'53" EAST, 12.79 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°55'20" EAST, 9.59 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 74°55'20" EAST, 109.86 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°04'40" EAST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 15°04'40" EAST, 107.17 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 180.00 FEET, AN ARC DISTANCE OF 136.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°47'02" EAST, 133.14 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°29'24" EAST, 32.71 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 25.00 FEET, AN ARC DISTANCE OF 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°05'45" EAST, 21.44 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 62.00 FEET, AN ARC DISTANCE OF 304.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°30'36" EAST, 78.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE

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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 22.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°53'04" WEST, 21.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°29'24" WEST, 32.71 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 120.00 FEET, AN ARC DISTANCE OF 90.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°47'02" WEST, 88.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°04'40" WEST, 107.17 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°55'20" EAST, 35.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°55'20" EAST, 4.69 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 430.00 FEET, AN ARC DISTANCE OF 283.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°00'52" EAST, 278.68 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 25.00 FEET, AN ARC DISTANCE OF 36.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°12'41" EAST, 33.52 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°41'00" EAST, 130.95 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 970.00 FEET, AN ARC DISTANCE OF 228.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°56'49" EAST, 227.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°12'37" EAST, 221.87 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 780.00 FEET, AN ARC DISTANCE OF 141.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°11'10" WEST, 141.17 FEET; THENCE NORTH 45°12'37" WEST, 203.70 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 830.00 FEET, AN ARC DISTANCE OF 220.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 52°49'19" WEST, 219.88 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 36.32 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°53'00" WEST, 34.14 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 561.00 FEET, AN ARC DISTANCE OF 27.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°35'45" WEST, 27.33 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 50.00 FEET, AN ARC DISTANCE OF 97.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°58'55" EAST, 82.88 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING

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SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 197.00 FEET, AN ARC DISTANCE OF 246.84 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°03'35" EAST, 231.01 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 50.00 FEET, AN ARC DISTANCE OF 65.79 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°51'32" EAST, 61.15 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 587.93 FEET, AN ARC DISTANCE OF 118.48 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°43'32" WEST, 118.28 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 196.50 FEET, AN ARC DISTANCE OF 199.03 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF SOUTH 82°58'11" WEST, 190.63 FEET; THENCE NORTH 55°43'39" WEST, 110.23 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 430.00 FEET, AN ARC DISTANCE OF 274.21 FEET, SAID ARC BEING SUBTENDEED BY A CHORD BEARING AND DISTANCE OF NORTH 37°27'31" WEST, 269.59 FEET; THENCE NORTH 74°43'02" EAST, 18.19 FEET; THENCE NORTH 15°04'40" WEST, 131.81 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5.86 ACRES, MORE OR LESS.

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EXHIBIT 2

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41508.0001

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BEACON LAKE COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on October 26, 2017, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000281983. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N17000010791.

Authentication Code: 617A00021746-102717-N17000010791-1/1

COPY

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of October, 2017



Ken Detzner
Ken Detzner
Secretary of State

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BEACON LAKE COMMUNITY ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
BEACON LAKE COMMUNITY ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the meanings ascribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Beacon Lake ("Declaration") to be recorded in the Public Records of St. Johns County, Florida. Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

**ARTICLE II
NAME AND ADDRESS**

The name of this corporation shall be BEACON LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association. The initial principal office address for the Association is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to take title to, operate, administer, finance, insure, repair, replace, manage, lease and maintain the Common Area in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

**ARTICLE IV
POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Common Area.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, financing, insuring, repairing, replacing, management and leasing of the Common Area and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Common Area and to delegate to such professional management certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Beacon Lake in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations and enforcement which will enhance the quality of life at Beacon Lake.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Area in accordance with the Declaration and, as security for any such loan, to collateralize the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval (at a duly called meeting of the Members at which a quorum

is present) of seventy-five percent (75%) of all Members of the Association prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than, as required by law, for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;
- (d) the enforcement of Association rules;
- (e) the enforcement of the Architectural Guidelines;
- (f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;
- (g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Area or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (h) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

- A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

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

1. "Class A Members" shall be the Owners of Lots in Beacon Lake, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. "Class B Member" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one (1). Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(a) Three (3) months after the conveyance of ninety percent (90%) of the Lots by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the

court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(f) When, in its discretion, the Class "B" Member so determines.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

Members other than Developer are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Homes in all phases of Beacon Lake which will ultimately be operated by the Association have been conveyed to Members.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

F. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class B Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named (the "Voting Member") in a voting certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such a voting certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a voting certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Bruce J. Parker, 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Bruce J. Parker
Vice President	Andrew Meran
Vice President/ Secretary/Treasurer	Blaz Kovacic

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of no more than seven (7). The Board shall determine the number of Directors to comprise the Board from time to time; provided, however, in no event shall the number of directors be less than three (3). Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Blaz Kovacic	401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301
Andrew Meran	401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301
Bruce J. Parker	401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members (including Declarant) shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

D. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Members other than Declarant are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Members.

E. The Board shall continue to be so designated and elected, in each subsequent "Annual Members' Meeting" (as defined in the Bylaws).

F. A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

G. At the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Community Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,

damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or the Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or the Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his or her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

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C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall 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 at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

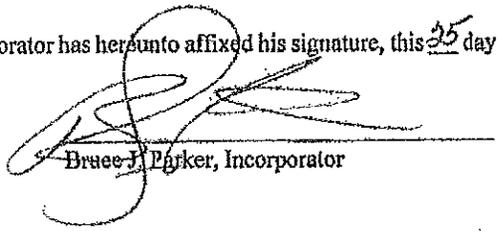
The street address of the initial registered office of the Association is Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson 150 W. Flagler Street, Suite 2200, Miami, FL 33130 and the initial registered agent of the Association at that address shall be Alison Miller.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

COPY

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IN WITNESS WHEREOF, the Incorporator has herunto affixed his signature, this 25 day
of October, 2017.



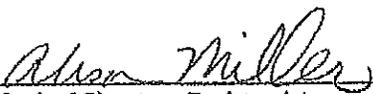
Bruce J. Parker, Incorporator

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The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

REGISTERED AGENT:


Authorized Signatory, Registered Agent

COPY

State of Florida



Department of State

I certify from the records of this office that BEACON LAKE COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 26, 2017.

The document number of this corporation is N17000010791.

I further certify that said corporation has paid all fees due this office through December 31, 2017, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 617A00021746-102717-N17000010791-1/1, noted below.

Authentication Code: 617A00021746-102717-N17000010791-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of October, 2017



Ken Detzner
Ken Detzner
Secretary of State

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EXHIBIT 3
BYLAWS
OF
BEACON LAKE COMMUNITY ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of Beacon Lake Community Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The principal office and mailing address of the Association shall be for the present at 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301, and thereafter may be located at any place designated by the Board.

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

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Conditions, Restrictions and Easements for Beacon Lake ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at such place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at the address of the Home owned by such Member, or such other address as the Member shall notify the Association of in writing and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer and the number of Directors to be elected

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by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Declaration, Articles or Bylaws (the "Beacon Lake Documents") and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast twenty percent (20%) of the total number of votes of the Members. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Beacon Lake Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. The Board shall adopt a procedure to be followed for each election, which procedure shall specify if nominations for Directors shall be submitted before the meeting so that absentee ballots may be used or if nominations for Directors will be taken at the Meeting and in which case absentee ballots may not be used. Any procedure adopted by the Board shall require the use of secret ballots. Members may not vote for Directors by Proxy but Proxies may be used to establish a quorum. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy (except for the election of Directors). Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

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3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Developer-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner provided in the Articles.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with Chapter 720, Florida Statutes (the "HOA Act").

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

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4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members on such terms as the Board may determine but at all times pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Beacon Lake Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five and No/100 (\$25.00) Dollars or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of

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President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer.

7.2. The President shall be the chief executive officer of the Association. He or She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute. The President, or his delegate, shall serve as the Association's representative to the Master Association, for voting and attendance purposes at the Master Association meetings.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Beacon Lake.

Section 8. Resignations

Any Director or officer may resign his or her 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 date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Developer) shall constitute a written resignation of such Director or officer.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an

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account for each Home within Beacon Lake which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Home, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held prior to the end of the fiscal year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof, or a notice that a copy thereof is available upon request [at no charge], shall be furnished to each Member, and each Owner shall be given notice of the Individual Lot Assessment applicable to his or her Home(s). The copy of the Budget, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner at the address of the Home owned by such Owner, or such other address as the Owner shall notify the Association of in writing.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in advance in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

9.4. Individual Lot Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made in compliance with the financial reporting requirements set forth in the HOA Act.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Beacon Lake; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Beacon Lake Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that

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posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Beacon Lake Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his or her ownership of a Lot in Beacon Lake. The Association shall maintain such information. The Association may also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Developer, without the prior written consent thereto by Developer for so long as Developer holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Mediation

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Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the Articles in accordance with the HOA Act.

Section 16. Interpretation

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

The foregoing Bylaws of Beacon Lake Community Association, Inc., were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.

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EXHIBIT 4

DISTRICT PROPERTY

Property within the Community which is to be owned and/or maintained by the District such as the Club, open space, internal buffers, entrance features, electronic gates, gatehouses, perimeter buffers, perimeter walls and fences, landscaping areas, improvements, easement areas owned by others, public rights of way, additions, the Surface Water Management System, lakes, irrigation pumps, irrigation lines, lift stations, sidewalks, private roads, landscape lighting, walls, commonly used utility facilities, project signage, parking areas, entranceways, and entrance features

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EXHIBIT 5

SJRWMD PERMIT



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

December 07, 2016

Bruce Parker
Heartwood 23, LLC
Ste 800
401 E Las Olas Blvd
Ft Lauderdale, FL 33301-4284

SUBJECT: 99121-10
Beacon Lake - Master Drainage Plan & Phase 1 Construction (fka Twin Creeks
Heartwood)

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on December 07, 2016. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders".

GOVERNING BOARDJohn A. Mirkos, CHAIRMAN
BALANEOFred H. Roberts Jr., VICE CHAIRMAN
OCALAChuck Drake, SECRETARY
ORLANDORon Howsli, TREASURER
COCOADouglas C. Bourlique
VERO BEACHJohn P. Browning, Jr.
EAST PALATKADouglas Burnett
ST. AUGUSTINEMaryann H. Ghyabi
DEMOND BEACHCarla Yetter
FERNANDINA BEACHBeacon Lake
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Click on forms to view all permit compliance forms, then scroll to the EFP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Scott Land
ETM Inc
14775 Old St Augustine Rd
Jacksonville, FL 32258-2463

Kim Allerton
ESI
Ste 1
8711 Perimeter Park Blvd
Jacksonville, FL 32216-6389

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

PERMIT NO: 99121-10

DATE ISSUED: December 07, 2016

PROJECT NAME: Beacon Lake - Master Drainage Plan & Phase 1 Construction (fka Twin Creeks Heartwood)

A PERMIT AUTHORIZING:

Construction of a Stormwater Management System for Beacon Lake (fka Twin Creeks Heartwood), a 135.0 - acre project to be constructed as per plans received by the District on June 27, 2016.

LOCATION:

Section(s): 15 Township(s): 5S Range(s): 28E
St. Johns County

Receiving Water Body:

Name	Class
Sampson Creek	III Fresh

ISSUED TO:

Heartwood 23, LLC
Ste 800
401 E Las Olas Blvd
Fl Lauderdale, FL 33301-4284

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

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

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

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 07, 2016

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By: *David Dewey*

David Dewey
Regulatory Coordinator

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"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 99121-10
Beacon Lake - Master Drainage Plan & Phase 1 Construction
(fka Twin Creeks Heartwood)
DATED December 07, 2016

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," [10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

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7. If the final operation and maintenance entity is a third party:
- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

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13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.

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If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

23. Deed of Conservation Easement

This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

Description of Conservation Easement Area.

The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement.

Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I (October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement.

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Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

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

24. The permittee shall monitor and maintain the wetland mitigation area(s) until the criteria set forth in the Wetland Mitigation Success Criteria Conditions(s) above are met. The permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
25. The surface water management system must be constructed and operated in accordance with the plans received by the District on June 27, 2016.
26. The impacts and mitigation must be implemented per the plans received 02 December 2016.
27. Before the start of any construction, the permittee shall submit to the District an original executed Performance Bond (for mitigation) in the amount of \$198,121.00. The Performance Bond shall be in substantial conformance with the form mechanism incorporated by reference in 62-330.301(5)(a), F.A.C. and shall be consistent in form and content with the draft bond approved by the District 02 December 2016. The permittee shall request extension of a Performance Bond at least thirty days before the expiration of the currently effective Performance Bond and provide notice of such request to the District. The permittee shall ensure that a District-approved Performance Bond is maintained through the date of notification of final release by the District in accordance with section 10.3.7.7.2, ERP Applicant's Handbook, Vol. 1 (October 1, 2013).
28. Successful establishment of the wetland restoration area will have occurred when:
 - a) At least 90 percent of the planted individuals in each stratum have survived throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference; and,

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- b) At least 80 percent cover by appropriate wetland species has been obtained; and,
 - c) Hydrologic conditions generally conform to those specified in the mitigation plan; and,
 - d) The above criteria have been achieved by the end of a 5-year period following initial planting; and,
 - e) less than 5% areal coverage of plants on the Florida Exotic Pest Plant Council's list of Florida's most invasive species within the mitigation area. [include title/date of publication]
29. Heartwood 26, LLC shall be responsible for compliance with conditions 1 through 33. Twin Creeks Development Associates, LLC, shall be responsible for compliance with conditions 24, and 26-32.
30. A maintenance program shall be implemented in accordance with Exhibit C, Twin Creeks Mitigation and Management Plan, received 02 December 2016, for the [(preserved/enhanced/restored) (wetland/upland) areas] on a regular basis to ensure those areas meet the integrity and viability of the success criteria as permitted, including ensuring that the mitigation site is maintained in perpetuity free from invasive exotic species such that they comprise no more than 2 percent (5 percent maximum) cover. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
31. A monitoring program shall be implemented in accordance with Exhibit C, Twin Creeks Mitigation and Management Plan, received 02 December 2016. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff.
32. If upon termination of the five-year monitoring period mitigation success has not been demonstrated, within 30 days after submittal of the final monitoring report, the permittee must submit a written description of the known or suspected causes of failure and propose a corrective action plan to achieve mitigation success. Upon approval of the corrective action plan an appropriate additional monitoring period will be required to assess success of the new mitigation plan.
33. Future phases within the master drainage plan not explicitly approved in this permit (Phase 1) must obtain the appropriate District authorization prior to beginning construction

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Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

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Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sirrwm.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

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Revised 12.7.11

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Notice of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Bruce Parker
Heartwood 23, LLC
Ste 800
401 E Las Olas Blvd
Ft Lauderdale, FL 33301-4284

This 7th day of December, 2016.

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 99121-10

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NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjwmd.com* (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

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NOTICE OF AGENCY ACTION TAKEN BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____ permit# _____. The project is located in _____ County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.)**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

Beacon Lake Declaration

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NEWSPAPER ADVERTISING**ALACHUA**

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLennan, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

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EXHIBIT 6

THE COMMUNITY STANDARDS

The Beacon Lake Design Guidelines Volume 1, October, 2016, as same may be amended from time to time by the ACC.

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BEACON LAKE

DESIGN GUIDELINES
VOLUME I

OCTOBER 2016
(REVISED JUNE 2022)

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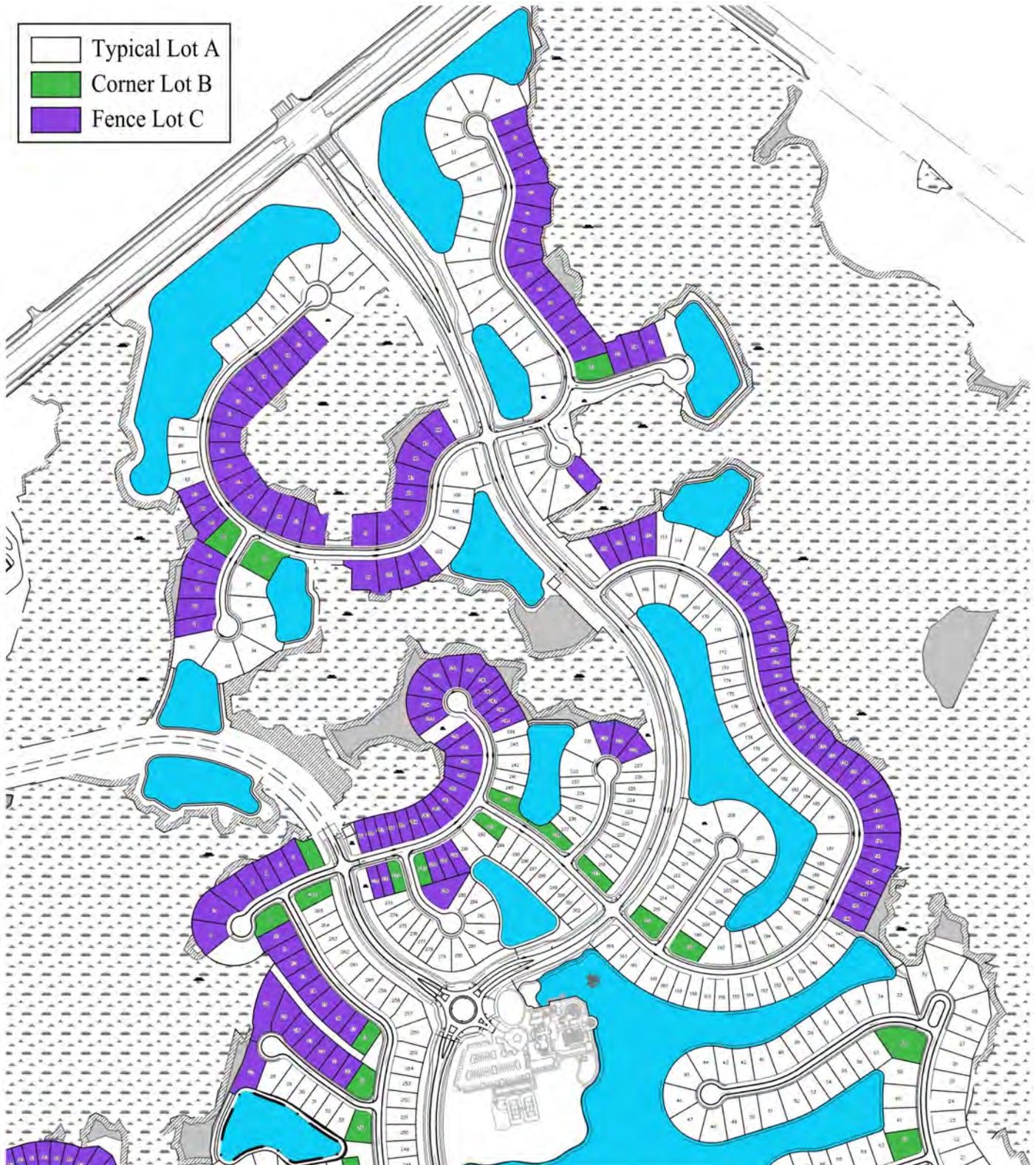
Introduction

The Beacon Lake Community's Covenants, Conditions and Restrictions (CC & R's) do not list all specific design criteria necessary for plan approval. The purpose of these design guidelines is intended to establish minimum requirements which will be used to regulate construction within Beacon Lake to ensure a level of high quality and maintain consistency with the primary objective of the overall development plan for the community. In addition, these guidelines are to coordinate the activities of various builders within Beacon Lake to achieve the development goals of having compatible, consistent and complimentary development throughout. Like any community, Beacon Lake will grow gradually; its ultimate form will reflect the numerous design decisions of builders and their design teams. These guidelines are intended to provide the foundation upon which Beacon Lake will emerge.

The design guidelines have been prepared to assist builders, architects, and landscape architects to become active participants in the design process, and to assure long term community quality. They are not intended to limit development choices or design alternative, but rather to encourage creativity and innovation, while creating a blend of home styles which will enhance the community environment. The ultimate result will be to heighten property values while creating a cohesive residential character and appeal. The Architectural Control Committee (ACC) will update and revise these guidelines over the course of the development as they determine it necessary.

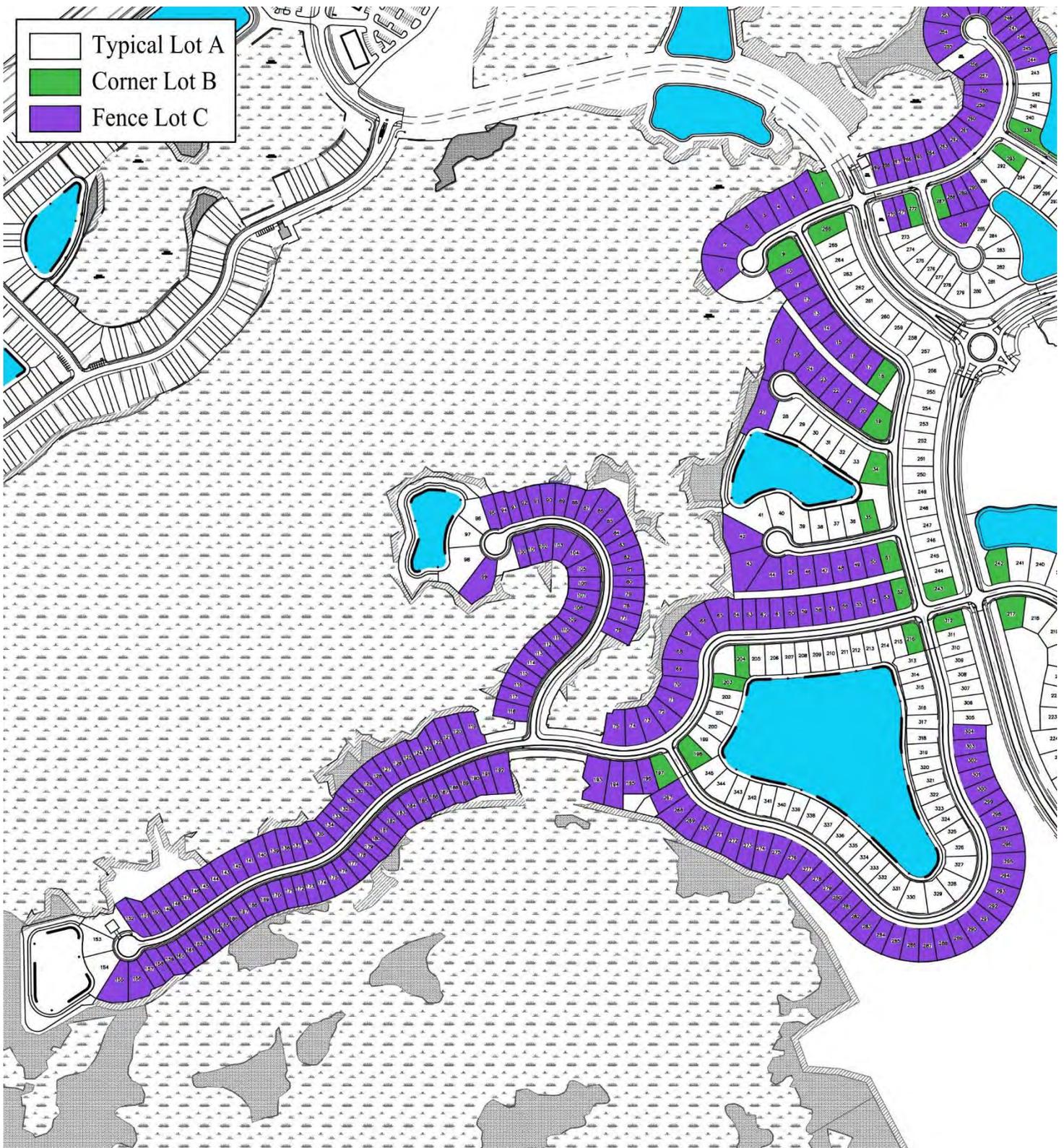
Lot Enhancement Location Plan – Phase 1

The following map represents house and lot enhancements that are required for specific lots based on their location. These enhancements are for the benefit of the overall community and relate to the public view as they drive through the neighborhood.



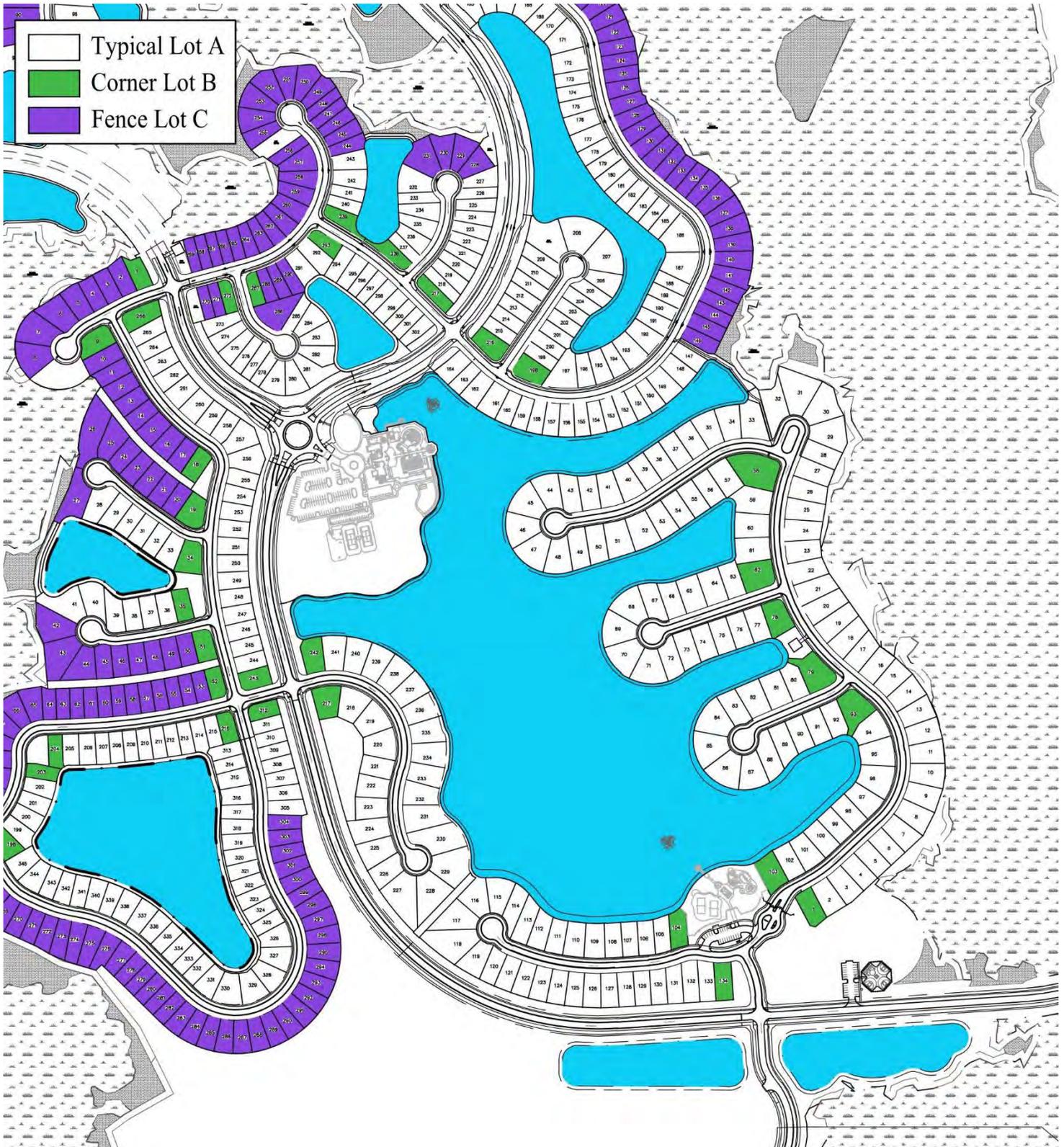
Lot Enhancement Location Plan – Phase 2

The following map represents house and lot enhancements that are required for specific lots based on their location. These enhancements are for the benefit of the overall community and relate to the public view as they drive through the neighborhood.



Lot Enhancement Location Plan – Phase 3A

The following map represents house and lot enhancements that are required for specific lots based on their location. These enhancements are for the benefit of the overall community and relate to the public view as they drive through the neighborhood.



Lot Enhancement Location Plan – Phase 3B

The following map represents house and lot enhancements that are required for specific lots based on their location. These enhancements are for the benefit of the overall community and relate to the public view as they drive through the neighborhood.



Design and Construction Review Process

The Review Process

These guidelines outline an efficient and equitable review process that will be administered by the Beacon Lake Homeowners Association and ACC. Compliance with these standards does not preclude the ACC the right to deny a plan submittal for aesthetic purposes. The ACC is available to help you interpret the guidelines and offer suggestions about your housing concepts. We urge you to meet with the ACC as early as possible to assist in planning your home. The power to approve or disapprove building plans is the responsibility of the ACC.

Nothing contained in these guidelines places any obligation for any government agency to approve any plans nor shall approval by the ACC be interpreted as meeting the requirements of the St. Johns County or any other governing agency.

Contractor Approval

Any contractor that works within the Beacon Lake performing new construction or an alternation to existing property must be approved by the ACC. Owners must submit the Contractor's Approval Application Form prior to or simultaneously with the request for Preliminary Plan Review. All building contractors must have a current Florida Building and/or Landscape Architect Contractor's License, an occupational license, describe their business entity, and provide evidence of business insurance, and references that will verify their competence in constructing the type of improvements for which the owner is hiring them.

An owner will not receive Final Approval of their construction plans unless their contractor has been approved by the ACC.

Architecture Control Committee Procedures

This section provides a guide to the design review process for the Beacon Lake community. The process involves a series of meetings between the Applicant, their design professionals and the ACC. It begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings, or checkpoints, designed to ensure a smooth and efficient review of the new home design or improvements to an existing home.

The ACC is committed to assisting the Applicant through the design review process and has a variety of educational and guidance materials available to assist them. As opposed to a regulatory review agency, the ACC should be thought of as a member of the Applicant's design team.

Design Review Process

Improvement plans will be carefully reviewed by the ACC to ensure that the design is compatible with both Beacon Lake as a whole, and to the particular home site. The design review process must be followed for any of the following improvements:

- i. Construction of all new homes and buildings;
- ii. The renovation, expansion or refinishing of the exterior of existing buildings including repainting with the same color as previously approved by the ACC;
- iii. Major site and/or landscape improvements except for replacement of plant species similar to those previously approved by the ACC.

The ACC consults the Design Guidelines to evaluate all applications. Most of the guidelines outlined in this document are written as relatively broad standards and the interpretation of the standard is left up to the discretion of the ACC.

Certain development standards within the guidelines have definitive or absolute design parameters and it is the intention of the design review process to ensure that all improvements comply with these absolute standards.

The design review process takes place in four steps:

- iv. Preliminary Design Conference;
- v. Preliminary Design Review Meeting;
- vi. Final Design Review; and
- vii. Inspections.

Any improvement, as described above, will require and must be preceded by the submission of an Application package accompanied by an application fee and the required plans and specifications describing the proposed improvements. Incomplete applications will not be accepted by the ACC.

In addition to securing final approval from the ACC, the Applicant will also have to meet all the submittal and approval requirements of the St. Johns County and other governmental agencies as required to obtain construction or building permits.

A. Preliminary Design Meeting

Prior to the preparation of any materials for formal ACC review the Applicant and/or the Applicant's consultant(s) are required to meet with representatives of the ACC for a Preliminary Design Conference. As explanatory, Preliminary Design Conference Application is available from the ACC. The purpose of the design conference will be:

- i. To discuss the particular characteristics and any restrictions on development of the home site;
- ii. To review the preliminary building program; and
- iii. To ensure that the Applicant understands the requirements, fees, and schedule of the design review process.

This informal review is intended to offer guidance prior to initiating any investment in preliminary design, and is a very important step in the overall process.

B. Preliminary Design Review

In order to continue the process, after the Preliminary Design Conference, the Applicant may initiate Preliminary Design Review by submitting a written Preliminary Design Review Application and the required Preliminary Design Documents, together with the appropriate fee. This preliminary review step in the process is intended to avert wasted time and professional fees that result from pursuing a design solution which is in conflict with the standards contained in these Design Guidelines.

The Applicant will be responsible for staking the location of corners of the proposed building(s) and all other major improvements upon submittal of the preliminary review documents. Any trees to be removed and/or protected must also be properly tagged.

Upon receipt of the required design documents and staking of the property, the ACC will notify the Applicant of a scheduled meeting date to review the preliminary design documents.

The ACC will provide comments on the Application at the meeting, allow time for discussion, and subsequently provide the Applicant with a written record of the meeting comments and notes.

The comments of the ACC on the preliminary submittal shall be advisory only, and shall not be binding upon either the Applicant or the ACC. Additional review meetings may be necessary to review corrected and/or new materials. Corrected materials must be provided to the ACC a minimum of seven (7) working days prior to the next regularly scheduled meeting.

C. Final Design Review

After the Preliminary Design Review the Applicant shall initiate the Final Design Review process by submitting a written application together with the required Final Design Documents and the appropriate fee.

Upon receipt of the required documents, the ACC will notify the Applicant of the schedule meeting date to review the final design documents. The ACC will review and comment on the application at the meeting, allow time for discussion, and subsequently provide the Applicant with a written record from the meeting.

Additional review meetings may be necessary to review corrected and/or new materials. Corrected materials must be provided to the ACC a minimum of seven (7) working days prior to the next regularly scheduled meeting.

The ACC will issue final design approval in writing to the Applicant within fifteen (15) days of a vote for approval at a Final Design Review meeting. Final design approval is site specific, and should not be construed to establish precedent for other sites.

If the decision of the ACC is to disapprove the submission, the ACC shall provide the Applicant with a written statement of the basis for such disapproval to assist the Applicant in modifying or redesigning the project so as to obtain the approval of the ACC.

D. Resubmittal of Design Plans

In the event that final submittal is not approved by the ACC, the Applicant will follow the same procedures for a resubmission as for original submittal. An additional design review fee may be required for each resubmission as required by the ACC.

E. Appeals Procedure

The Applicant has the right to appeal decisions made by the ACC. The Applicant can initiate such an appeal procedure by submitting in writing to the ACC Board of Directors a document stating the reason for the appeal. The Board of Directors will set a meeting date to review the appeal and notify the Applicant of such date.

The applicant or representative must be present at the meeting to review the appeal. The Board of Directors will render a decision at a scheduled meeting and provide the reasons for denying or approving the appeal in writing within fifteen (15) days.

F. Building Permits

The Applicant may apply for all applicable building permits from the St. Johns County only after receiving Final Design Approval from the ACC.

G. Subsequent Changes

Additional construction, landscaping or other changes in the improvements that differ from the approved final documents must be submitted in writing to the ACC for review and approval prior to making changes.

H. Work in Progress Inspections

During construction, the ACC or its authorized representative has the right to check construction to ensure compliance with approved final documents and Beacon Lake requirements. If changes or alterations have been found which have not been approved, the ACC will issue a Notice to Comply. Failure by the ACC to provide the Notice to Comply shall not be deemed a waiver or release of the ACC's right to enforce any provisions of these Design Guidelines.

I. Notice to Comply

When as a result of a Construction Inspection the ACC finds changes and/or alterations which have not been approved, the ACC will notify the Applicant of the inspection describing the specific instances of non-compliance and will require the Applicant to comply or resolve the discrepancies.

J. Non-Liability

Neither the ACC nor any member or employee will be liable to any party for any action, or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

K. ACC Review Schedule

The ACC will make every reasonable effort to comply with the time schedule for architectural review outlined below. However, the ACC will not be held liable for delays that are caused by circumstances beyond their control. The ACC will provide design review according to the following schedule:

1. Preliminary Design Conference
 - a. Meeting scheduled within fourteen (14) days of receipt of written request.
2. Preliminary Design Review
 - a. Application documents to be submitted seven (7) days prior to the next schedule ACC meeting.
 - b. Written comments from ACC provided to Applicant within thirty (30) days.
3. Final Design Review
 - a. Application documents to be submitted fourteen (14) days prior to the next scheduled ACC meeting, and within one year of Preliminary Design Review.
 - b. Written comments from ACC meeting and/or written notice of Final Design Approval provided to Applicant within fifteen (15) days of vote of approval/denial.
4. Building Permits
 - a. Applicant is responsible to obtain ACC approval prior to obtaining all applicable St. Johns County and other governmental agency construction or building permits.
5. Construction Inspections
 - a. Prior to any site disturbance, the Applicant must obtain written notification from the ACC.
 - b. Final inspection within seven (7) days of receipt of written request for Certificate of Compliance, and prior to request for a Certificate of Occupancy from St. Johns County.
 - c. Certificate of Compliance with ACC Approval issued within seven (7) days of inspection.
6. Non-Compliance Fees

L. ACC Application & Construction Fees

In order to defray the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects and other professionals, the Beacon Creek Design Guidelines establish submission fees payable to the ACC according to the ACC Application Fee Schedule.

M. Application Format

All Application forms are available from the ACC for each submission required in the 4-step Design Review process. Each submission must be accompanied by the required information, specified in the Application Instructions, in order to be scheduled for review. A representative of the ACC and/or architect shall be available to respond to any ACC questions.

N. Waiver of Design Guidelines

The Design Guidelines set forth herein are intended as guidelines to which adherence shall be required of each Applicant in the community, provided, however, the ACC shall have the express authority to waive any requirement set forth herein if, in its sole opinion, it deems such waiver in the best interest of the property and the deviation requested is compatible with the character of the property. A waiver shall be evidenced by an instrument signed and executed by the ACC upon approval by a majority of its members.

Architectural Control Committee Organization

A. Architectural Control Committee Membership

The ACC will consist of a minimum of three (3) members. Each person will hold office until such time as they have resigned, are removed or a successor has been appointed. Members shall be appointed by the Board of Directors of the Beacon Lake Homeowners Association. Members shall serve staggered two- year terms. There is no limit to the number of consecutive terms, which can be served by any member.

Any member of the ACC may resign from the ACC at any time upon written notice stating the effective date of the member's resignation to the Association. The Board of Directors with or without cause may remove any member at any time.

The principal functions of the ACC are as follows:

- i. To consider and act upon such proposals or plans submitted to it in accordance with the Architectural Review Procedures established in the Architectural Review Board Procedures of these Design Guidelines.
- ii. To amend the Design Guidelines as deemed appropriate with final approval of amendments contingent upon the Executive Board's concurrence.
- iii. To perform any duties assigned to it by the Declarant or The Association as set forth in this document and the Master Declaration of Protective Covenants.

B. ACC Meetings

The ACC will meet monthly or as needed to properly perform its duties. The ACC's actions on matters will be by a majority vote of the ACC. Any action required to be taken by the ACC may be taken without a meeting if consent in writing, setting forth the action so taken is signed by a majority of the ACC members.

The ACC will keep and maintain a record of all actions taken by it, and report in writing to the Board of Directors all final actions taken by the ACC. The powers of this ACC relating to design review will be in addition to all design review requirements imposed by St. Johns County and local authorities.

C. Compensation

The Board of Directors has the right to set compensation for ACC Members. Compensation may be revoked or changed at any time by the Board of Directors with or without cause. Professional consultants retained by the ACC to assist them in carrying out their responsibilities may be paid such compensation as the ACC Board of Directors determines appropriate.

D. Design Guidelines Amendment

The ACC may, from time to time and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into, or amendments of the Design Guidelines which, among other things, interpret, supplement, or implement the provisions of the Design Guidelines. All such rules and regulations or amendments, as they may from time to time be adopted, amended or repealed, will be appended to and made a part of the Design Guidelines. Each Applicant is responsible for obtaining from the ACC a copy of the most recently revised Design Guidelines.

E. Non-Liability

Neither the ACC nor any member will be liable to the Homeowners Association, any Applicant or any other person for any damage, loss or prejudice suffered or claims on account of:

- i. Approving or disapproving any plans, specifications and other materials, whether or not defective;
- ii. Constructing or performing any work, whether or not pursuant to approved plans, specifications and other materials;
- iii. The development or manner of development of land within Beacon Lake;
- iv. Executing and recording a form of approval or disapproval, whether or not the facts stated therein are correct; and
- v. Performing any other function pursuant to the provisions of the Design Guidelines or the CC & R's.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association or the ACC, contemplated under this Article, neither the ACC nor the Association shall be liable to an Applicant or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Applicant or such other person arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association or of the ACC. Approval of any plans by the ACC does not in any way warrant that the proposed improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the St. Johns County building department.

Beacon Lake Design Concept

Community Design Theme

Built around the natural landscape, Beacon Lake promises its residents a traditional neighborhood structure, complete with school, parks, and community recreational complex.

Beacon Lake's design theme is envisioned as a community that will blend the traditional character and history of the surrounding region with the contemporary qualities that make many of today's master planned communities so successful in responding to today's market needs. This concept will be accomplished through a coherent and orderly pattern of pedestrian friendly neighborhoods that are linked to the community's natural features and amenities. This design theme will be reinforced beyond the neighborhoods, within the community's public space, with well thought out authentic landscape and signage details.

Architectural Character and Style

It is the intent of these guidelines to encourage a more traditional approach to home design that is in keeping with the community design theme. A large palette of elements is available to allow flexibility, creativity and variety while at the same time providing for continuity and cohesiveness.

All proposed designs are subject to approval by the ACC.

Seven (7) architectural styles have been selected to guide the development of homes in Beacon Lake. The different styles allow for a large palette of design elements providing the opportunity for flexibility, creativity and variety while at the same time providing for design quality and cohesiveness.

The architectural styles which have been selected include the following:

1. Rosemary Beach Coastal
2. Low Country
3. Arts & Crafts or Shingle Style
4. Florida Farmhouse
5. Spanish Eclectic
6. Tuscan
7. Euro Country

Scale and Massing

It is strongly recommended that consideration be given to the relationship of architectural massing and scale of building elements for the overall community in Beacon Lake. The incorporation of second story dormers, porch entries, first floor bays and other appropriate elements are encouraged for reducing the frontal mass of dwellings. Refer to the individual style sheets for the types of elements that can be utilized for each particular style. Also, a strong expression of entry is also encouraged.

Future modifications and or additions to the home shall meet the integrity of the existing home and will be subject to approval by the Developer.

General Neighborhood Architectural Design Standards

Garages

Garage Placement

Beacon Lake is a pedestrian friendly community; therefore, the placement of the garage should be behind the front plain of the house or front porch. The amount of the setback will vary by lot size. See Lot Size Requirements on pages 25 - 40. Additional softening of front facing garages may be required, depending on the submission. See common miscues.

Garage Size

Garages shall to be sized to allow two (2) full size cars to park along with room for trash receptacles. The minimum garage square footage is 420, not including walls. The minimum width is 19' inside and the minimum depth is 21'.

Garage Doors

Single 9' garage doors are encouraged but often not feasible in narrower footprints. See Lot Specific Requirements.

Porches

Front Porches

Porches are a key element in making Beacon Lake a pedestrian friendly community. Porches shall be a minimum of 6' deep. The required width of the porch will vary based upon the lot size:

43' home sites require an 8' wide porch

53' and 63' home sites require a minimum 10' front porch

73' home sites require a minimum 12' porch

The percentage of home that require a front porch varies by lot size:

50% on 43' lots

60% on 53' and 63' lots

70% on 73' wide lots.

Exterior Walls

Finishes

The exterior finishes should complement the architectural style (see Pattern Book). Allowable finishes include:

- Stucco
- Fiber cement board siding of various profiles including:
 - Horizontal lap, board and batten and shake shingles
- Brick and painted brick
- Cultured Stone
 - The stone profile should match the architectural style; see Pattern Book. Painted brick is encouraged.

Multiple Finishes

There is a maximum of four exterior wall cladding materials. However, there may only be one masonry material (brick or stone) on an individual elevation. Changes in materials are encouraged to be wrapped and ended on an inside corner to give three dimensionalities. Material changes are required to run a

minimum of 4' down the side of the home and the wall cladding on the sides of the home must be consistent with one of the front elevation's materials. Houses with side and rear elevations with completely different materials than the front are not allowed.



Never change an exterior building material on an outside corner. Wrap materials at least 4'.

Excluded Wall Finishes

Vinyl and aluminum siding are not approved materials. All other exterior cladding not listed may be submitted for ACC submittal. Small areas of fiber cement panels may be used if properly trimmed and detailed. Large scale use of these panels is not allowed.

Exterior Trim

Door and Window Trim

All doors and windows on the front, side and rear elevation shall include appropriately scaled trim. Trim on the side and rear elevations are required on High Exposure lots and on the 63' and 73' wide lots. Trim on the sides and rears of narrower home sites are strongly encouraged. Typical door and window trim shall be between 4" and 6" and be of a similar material as the main body of the home. Stucco trim must be a raised stucco band. Raised stucco trim bands are required on front and sides facing the road. Scored stucco bands are permitted otherwise but must be painted trim color. Trim on the sides of windows may be omitted if shutters are used.

Other Exterior Trim

Corner board for houses with siding shall be a minimum of 6". Frieze board trim of 8" is required on all front facing gables with the exception of Spanish Eclectic Style. Additionally, a minimum of 8" trim shall be used to divide the first floor from the second on all fronts and side elevations. Trim material shall be consistent with the exterior cladding material. Wood trim is discouraged since it doesn't weather well in the hot, humid climate of Northeast Florida.

Fascia and Soffits

Plumb fasciae are encouraged to facilitate the addition of gutters. The minimum fascia size shall be 6". Fascia boards may be aluminum wrapped only if pre-colored. Synthetic fascia boards are encouraged over wood to avoid further wood rot associated with the hot, humid NE FL climate.

Perforated Vinyl soffit is an acceptable form of ventilation in a bead board pattern. Soffit should be the same color as the fascia.

Windows

Window Types

Allowable window types include single hung, double hung and casement style windows. Horizontal sliders are not allowed on any front elevation. Windows may be constructed of aluminum, vinyl or wood clad. Window color shall blend with the trim around the window. Window color must be submitted along with all the exterior color selections. See Color.

Window Proportions

Windows height to width proportions on the front elevations shall be 2 to 1. For example, a 3' by 6' window. Three by five windows may be used on side and rear elevations and for second floor windows.

Window Patterns and Combinations

Windows may be combined with either a window mull or structural mull. See Pattern Book for window mulls and window combinations. Window grills that complement the architectural style are required on the front elevations. Grills on side and rear facing windows are encouraged by may be eliminated except on "high exposure lots".

Not Allowed:

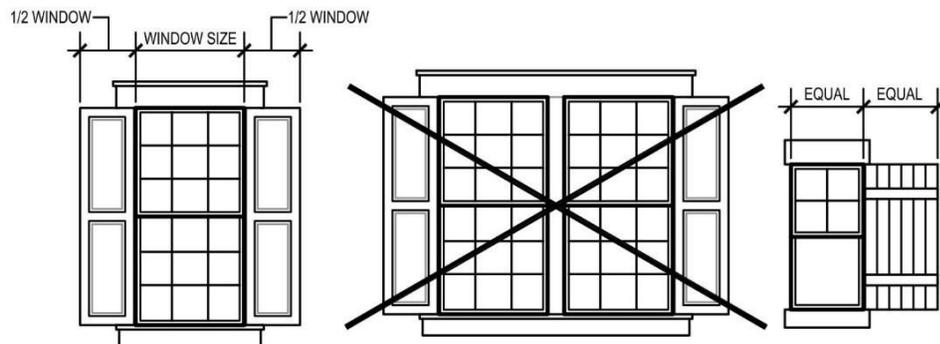
Reflective glass is not allowed on any elevation.

Shutters

Shutters add a great deal of color and vitality to the exterior elevations. Recognizing that wood shutters require extensive maintenance, synthetic shutters made of polypropylene and cellular PVC are allowed.

Shutter size

The size and proportion of shutters should correspond to the size of the window. Shutters on either side of a window shall be one half the width of the window and equal in length. Single shutters are allowed and shall be the width of the window. Shutters are not to be used on pairs of windows mulled together.



Shutter Types

Shutter types and style will vary according to the style and may include plank shutters, louvered shutters, panel shutters and Bahama shutters. See Pattern Book.

Hurricane Shutters

Removable storm and hurricane shutters are allowed to be mounted only during threatening weather and not left in place for extended periods of time. Shutters may be mounted when a tropical storm warning or hurricane watch has been issued for the area. Shutters must be removed within 72 hours after the storm passes.

Storm shutters should not be confused with decorative shutters. The system may not deviate from the aesthetic look of the dwelling. Mounting tracks or similar mounting fixtures, May Not be permanently installed on the residence. **Roll up storm shutters are not allowed unless the box is hidden from view.** Manufacturer's written and pictorial specifications must accompany any application for any type hurricane or storm shutter.

Roofs

Roof Materials

30-year-old architectural fiberglass shingles are considered the minimum roof material. Concrete roof tile may also be used and should complement the architectural style. Metal accent roofs are encouraged especially over porch and bay windows.

Roof Pitch

The roof pitch will vary according to the architectural style. The minimum roof pitch is 6/12. However, some styles require higher roof pitches. See the Pattern Book for allowable roof pitch by architectural style. The roof pitches over front porches and bay windows may be 3/12. Overhangs shall be a minimum of 12". Larger overhangs are encouraged.

Dual pitch roofs are acceptable as a way to achieve the architectural character while keeping the construction costs down. The front to back roof pitch may be 6/12 while the side by side roof pitch should follow the pitches required by style in the pattern book.

Roof Vents, Skylights and Solar Panels

Roof Vents

No roof vents are allowed on the front elevations. This includes off ridge vents, plumbing and water heater vents.

Skylights

Skylights are not permitted on front elevations.

Solar Panels

Solar panels are not allowed on the front elevation. They may be on the side elevation if placed at least 20' away from the front plain of the house. Solar panels are not allowed on any high exposure lots. See Lot Enhancement Location Plan.

Foundations

Foundation Heights:

House foundations are encouraged to be raised to allow the architecture to be seen above the lush Florida landscaping. The minimum height shall be one 4" to 6" step up to front porch.

Foundation Finish:

Exposed foundation walls shall be finished with a scratch of stucco, painted to make the home or with brick.

Ceiling Heights

First Floor:

9' is the minimum first floor plate height.

Second Floor:

The minimum second floor plate height is 8' but 9' is encouraged, especially with wider building envelopes.

Bonus Room:

Too often bonus rooms are located over garages on single story homes, creating an unbalanced, front elevation. To avoid this, bonus rooms over garages are not allowed, except on two story homes.



Examples of Bonus Rooms over the garage that overwhelm the home.

Gutters and Downspouts

It is encouraged that all exposed metal materials are hidden or muted from the public eye whenever possible.

Appropriate

- Roof vents, plumbing stacks and flashing should closely match the color of surrounding materials, and are encouraged to be located behind the main ridge line.

Not Allowed

- Gutters and downspouts in contrasting colors from trim.
- Through roof vents on front elevation (discouraged).
- Unpainted exposed flashing, unless copper.

Chimneys

Chimneys should be simple in design, accenting the architectural style of the building to ensure consistency and style. Material and texture can either blend in or serve as an accent for the elevation. Chimney chases should mirror the fascia or trim treatment. Chimneys should include spark arrestors and caps.

Appropriate

- Chimneys as design elements that add texture and depth the elevation.
- Termination of chimney caps painted to match surrounding field or painted dark to match roof.

Not Allowed

- Exposed flues (prohibited).
- Unfinished or painted flue caps.

Elevation and Massing Miscues

Common elevation and massing miscues to be avoided:

Unfortunately, common elevation mistakes can be seen throughout the building community. Often times, the builder or designer knows the elevation doesn't look right but can't identify what's wrong. Below is a list with pictures of common miscues to avoid:

- Rocket ship entries: Entries that are too tall or too skinny
- Columns too thin: Square columns should be a minimum of 10" wide and 12" for round columns. The width to height ratio should be for every foot of height after 10' should be an inch of width. Example: a 20' tall column should be 20" wide.



A rocket ship entry, columns that are too skinny and of stone used like paint – not allowed.

- Unbalanced front elevations: The elevation massing should be towards the center of the home.



This home is unbalanced with too much weight over the garage, along with a rocket ship – not allowed.

- Blended architectural styles: No clear architectural style or combinations of elements from multiple styles. See Pattern Book.
- Using stone like paint: Cultured stone should appear to "sit" on the ground and not be applied over roofs or on second floor unless it runs the grade.

- Miss sized shutters: Shutters should be ½ the width of the window. Shutters may not be used on double windows.



12" shutter flanking a 6' window and there is no trim around the window – not allowed.

- Snout garages: Garages that protrude forward of the main body of the house and visually become dominant.



Two examples of garage dominate, snout houses that are not allowed.

Equipment Screening

AC Equipment

All AC equipment must be screened from view from the street. Screening may include low walls or landscaping. Low screen walls must match the color and style of the main body of the home.

Pool Equipment

All pool equipment must be screened from view from the front of the home or on height exposure lots.

Water Heaters

Exterior wall mounted gas on demand water heaters must be screened with landscaping.

High Exposure Lot Requirements

The ACC has designated certain lots to be “high exposure lots”. These lots will be required to have a higher level of design enhancements on the side or rear elevations. See the Lot Enhancement Location Plan.

Typical enhancements include:

- Column details matching the front elevation
- Shutters around windows
- Trim around windows
- Additional gables or dormers to animate the roof
- Screen walls for AC and/or pool equipment

Not allowed on high exposure lots:

- Unbroken hip roofs
- Skylights
- Solar panels
- Pool screen enclosures

Monotony Rules and Requirements

In order to create a rich, diverse streetscape, identically styled homes may not be placed side by side or across the street from each other. The same floor plans may be built side by side only if the homes are of a different architectural style and have vastly different massing.

Each single-family plan shall have a minimum of two (2) distinctly different elevation plans. Builders are encouraged to use all seven (7) elevation styles scattered throughout their collection of homes. Each elevation style shall have a minimum of three (3) color and material packages.

The same color package shall not be located next to or directly across from one another. The same color package shall not back up to one another.

Accessory Structures

Any free-standing structure contemplated for a property such as, but not limited to a pavilion, gazebo, platform, playhouse, storage room, cabana etc. must be submitted for approval with the required drawings and information to the ACC. Approval will be granted upon the merit of the structure in accordance to the requirements listed and desirability for the neighborhood.

Interior Lots:

The maximum allowed size of a storage room will be eight feet by eight feet (8' x 8'). The maximum allowed height for the storage room is eight feet (8') and the maximum allowed peak height is (12'). The roof must be a textured shingle roof with the same color as the main structure. The exterior color must be the same color as the main structure. The structure will be made of wood with 2x4 stud walls. The lower two feet (2') of the unit must be treated for termites. Block structures (unless stucco applied), plastic, rubber, and metal structures are not permitted. The roof requires a minimum pitch of either 6/12 or 7/12. The storage room must be bolted to a concrete slab. The concrete slab must be four inches thick (4" thick) with a twelve inch by twelve inch footer (12" x12"). The roof needs to be secured to the walls using straps. The storage room location must be within the side wall planes of the dwelling and a minimum of five feet (5') from the rear of the property lines and it must not interfere with the drainage of the lot or the neighbor's lot. Should you have a storage shed, you must also install six-foot (6') vinyl privacy fencing alongside your side and rear property lines, so as to visually screen the structure from your adjoining neighbors. Refer to "Fencing" under the general neighborhood landscape and hardscape guidelines section.

Lake View (can be used for interior lots):

No Accessory Structures on the lake view unless they are architecturally compatible with the same architecture as the home and they must be adjacent to that home. Proposed plans for any accessory structure must be approved by the ACC.

Accessory structures should match the color and style of the main house. All structures should be screened from view from all sides of the home with either landscaping or fencing. Accessory structures on high visibility lots must be completely screened from view.



Examples of acceptable sheds, assuming they match the main home.



Not acceptable

Satellite Dishes

Placement of satellite dishes should be as unobtrusive as possible and never on the front of the home.

Requirements by Product Lot Size

43' wide lots (30' wide building envelope)

Typical Lot Layout (See drawings)

Setbacks:

- 20' to the front facing garage
- 5' sides
- 10' rear
- Front porches may be setback 15'

Front Porches:

- Front porches are required on 50% of the elevations.
- Porches, when required by style, must be a minimum of 8' wide by 6' deep.

Raised Foundation:

- Raised first floor foundations are preferred. The minimum height shall be one 4" to 6" step up to front porch.

Garage Setback Requirement:

- At least 50% of homes must have the front face of the garage 2' behind the front porch or front face of the home.
- Every effort should be made to diminish the "snout" of front facing garages on the balance of the home plans.

Garage Doors

- 16' garage doors are allowed

Number of Front Facing Garages:

- Two (2)

Window and Door Trim:

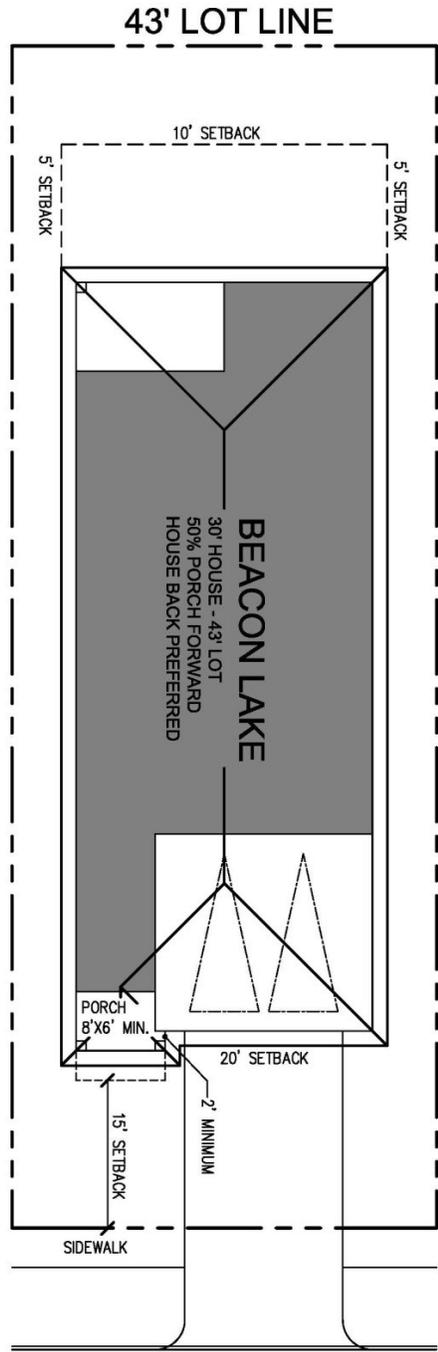
- Window and door trim is preferred but not required on the side and rear elevations except on high exposure lots.

30' HOME

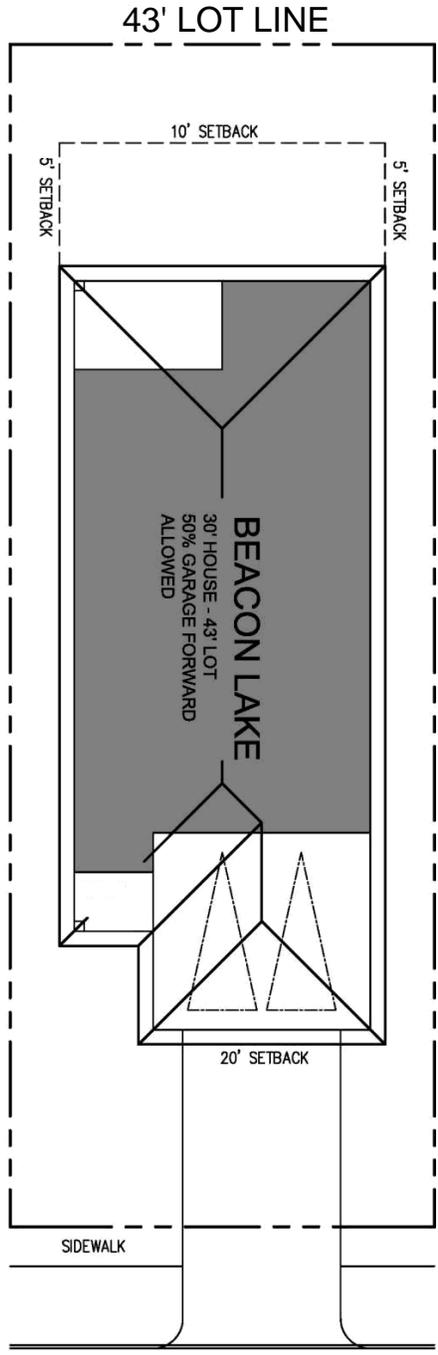


LIMIT SNOUT GARAGE

- 50% OF HOUSES TO HAVE A PORCH
- PORCH - MIN 8' WIDE
- BREAK UP 2-STORY GARAGE FACE



43' Lot / 30' House
Porch Forward



43' Lot / 30' House
Garage Forward

53' wide lots (40' wide building envelope)

Typical Lot Layout (See drawings)

Setbacks:

- 20' to the front facing garage
- 5' sides
- 10' rear
- Front porches may be setback 15'

Front Porches:

- Front porches are required on 60% of the elevations.
- Porches, when required by style, must be a minimum of 10' wide by 6' deep.

Raised Foundation:

- Raised first floor foundations are preferred. The minimum height shall be one 4" to 6" step up to front porch.

Garage Setback Requirement:

- All front facing garage doors must be setback 2' from the face of the home or front porch.

Garage Doors:

- Two 9' single doors or one 16' doors are allowed

Number of Front Facing Garages:

- Two (2)

Window and Door Trim:

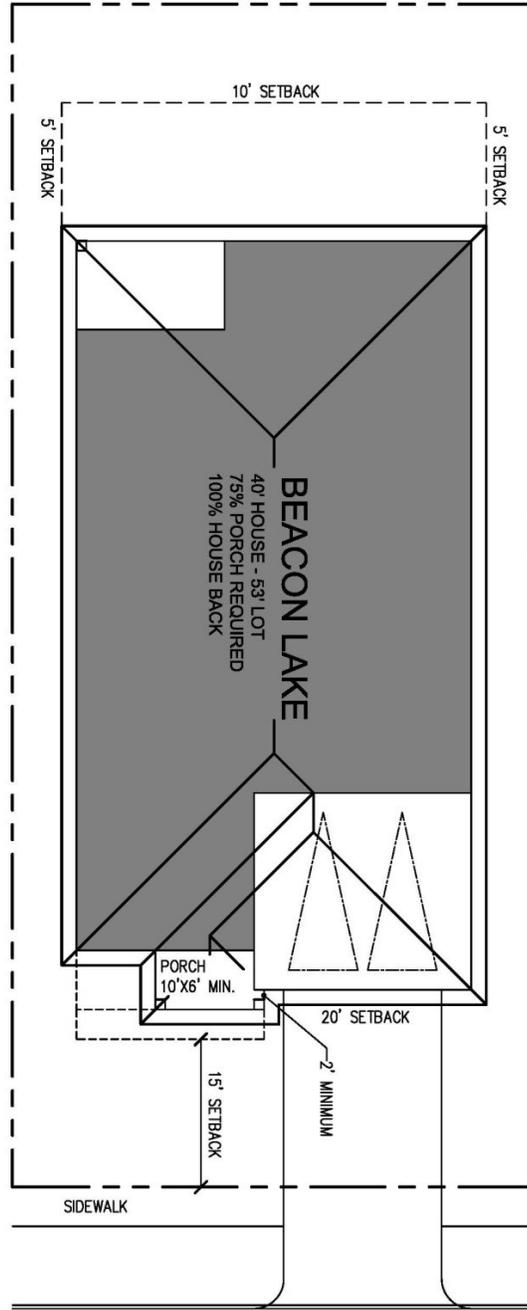
- Window and door trim is preferred but not required on the side elevations except on high exposure lots.

40' HOME



- 60% OF HOUSES TO HAVE A PORCH
- 40% CAN BE WITHOUT A PORCH
- PORCH - MIN 10' WIDE
- GARAGE SET BACK 2'

53' LOT LINE



BEACON LAKE
40' HOUSE - 53' LOT
75% PORCH REQUIRED
100% HOUSE BACK

53' Lot / 40' House
Porch Forward

63' wide lots (50' wide building envelope)

Typical Lot Layout (See drawings)

Setbacks:

- 20' to the front facing garage
- 5' sides
- 10' rear
- Front porches may be setback 15'

Front Porches:

- Front porches are required on 60% of the elevations.
- Porches, when required by style, must be a minimum of 10' wide by 6' deep.

Raised Foundation:

- Raised first floor foundations are preferred. The minimum height shall be one 4" to 6" step up to front porch.

Garage Setback Requirement:

- All front facing garages must be setback 4' minimum (5' preferred) from the face of the home or front of the home

Garage Doors:

- Two or three single 9' wide doors are allowed

Number of Front Facing Garages:

- Minimum of two, maximum of three. Three garage doors may not occur in the same plane. One door should be stepped back or forward. The aggregate of the setback of both garage doors shall be 6'.

Window and Door Trim:

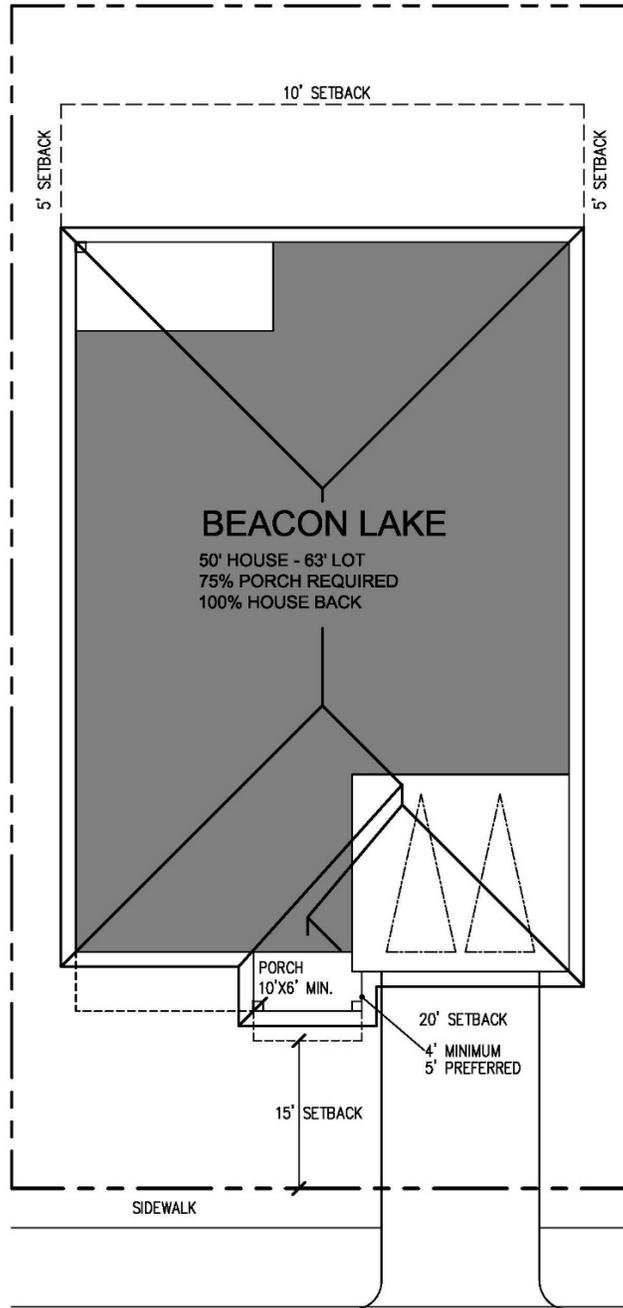
50' HOME



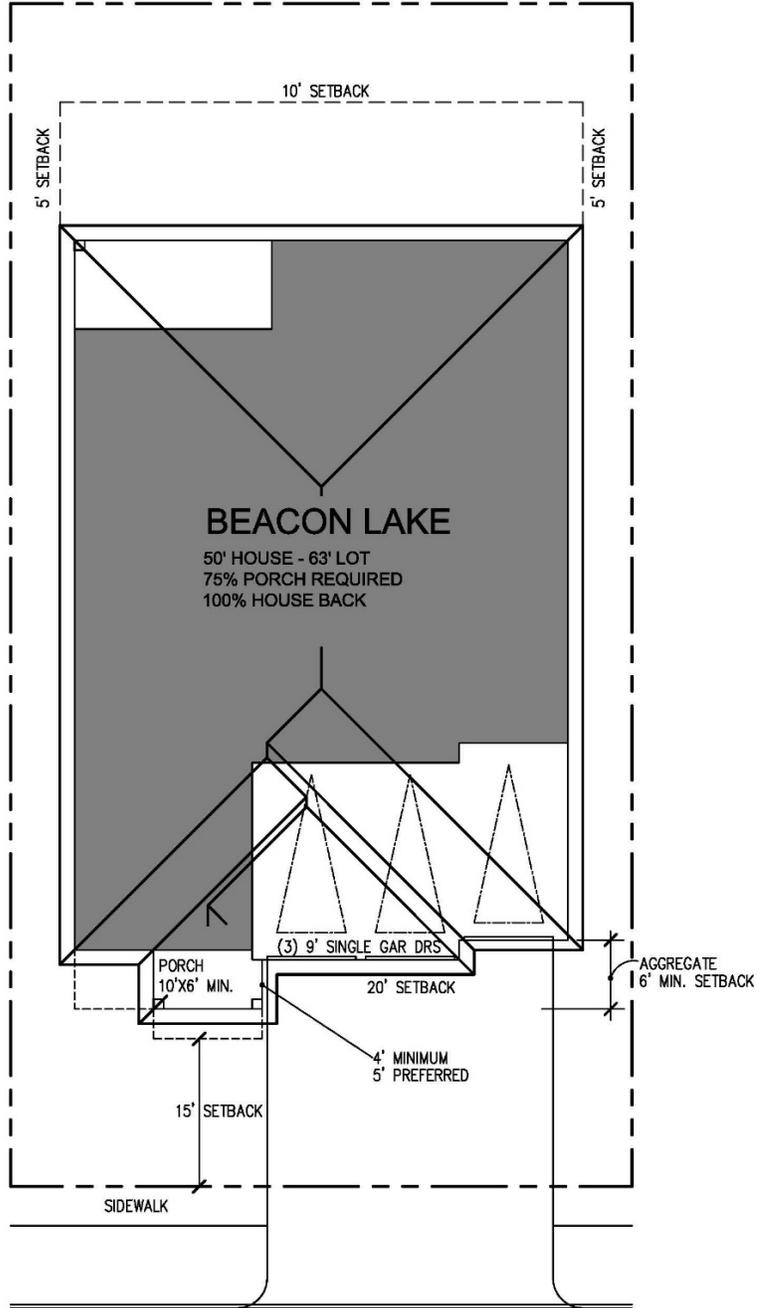
THREE SINGLE GARAGE DOORS

- 60% OF HOUSES TO HAVE A PORCH
- 40% CAN BE WITHOUT PORCH
- PORCH - MIN 10' WIDE

63' LOT LINE



63' LOT LINE



73' wide lots (60' wide building envelope)

Typical Lot Layout: (See drawings)

Setbacks:

- 20' to the front facing garage
- 15' to side loaded garage
- 5' sides
- 10' rear
- Front porches may be setback 15'

Front Porches:

- Front porches are required on 70% of the elevations.
- Porches, when required by style, must be a minimum of 12' wide by 6' deep.

Raised Foundation:

- Raised first floor foundations are preferred. The minimum height shall be one 4" to 6" step up to front porch.

Garage Setback Requirement:

- All front facing garages must be setback 6' minimum (10' preferred) from the face of the home or front of the home.

Garage Doors:

- Two or three single 9' wide doors are permitted. A 6' wide garage door is allowed on a side loaded or courtyard garage. Two, one split garages with one garage facing forward and one garage courtyard loaded are encouraged. A variety of garage solutions are encouraged in this lot width.

Number of Front Facing Garages:

- Maximum of three. Three garage doors may not occur in the same plane. One door should be stepped back or forward. The aggregate of the setback of both garage doors shall be 8'.

Window and Door Trim:

- Window and door trim is required on the side and rear elevations.

60'



2 CAR SIDE - 1 CAR FRONT

- PORCH - MIN 12' WIDE



3 CAR TANDEM

- 30% MAY BE WITHOUT A PORCH



1 CAR SIDE - 2 CAR FRONT

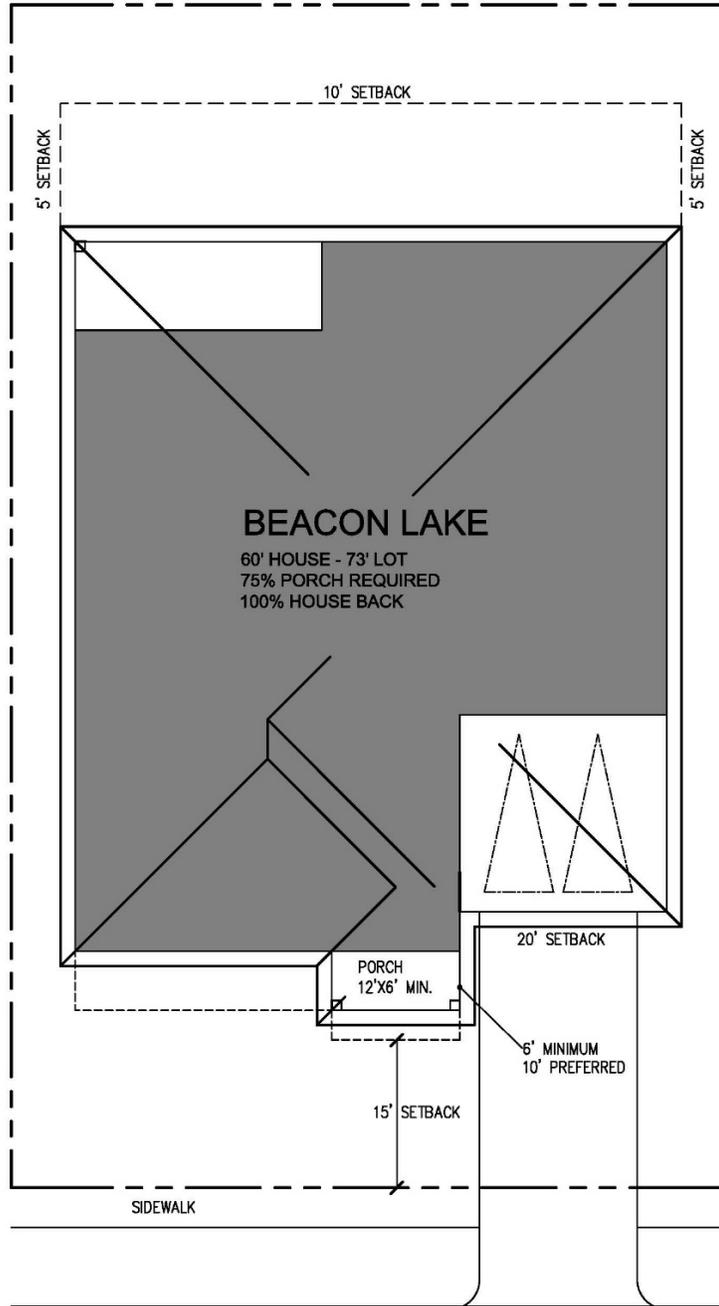
- PORCH - MIN 12' WIDE
- 75% OF HOUSES TO HAVE A PORCH
- 30% CAN BE WITHOUT A PORCH



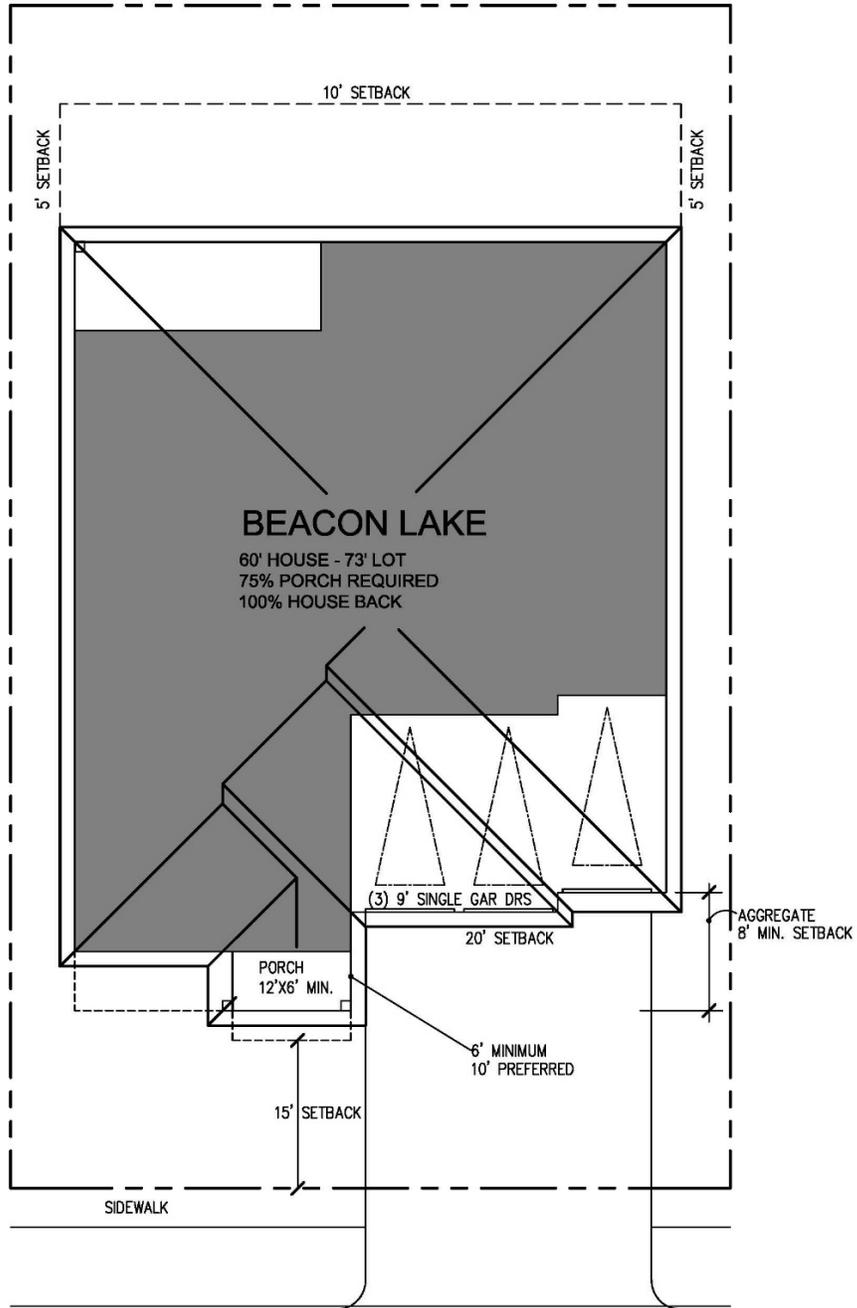
3 CAR SIDE

- 30% MAY BE WITHOUT A PORCH

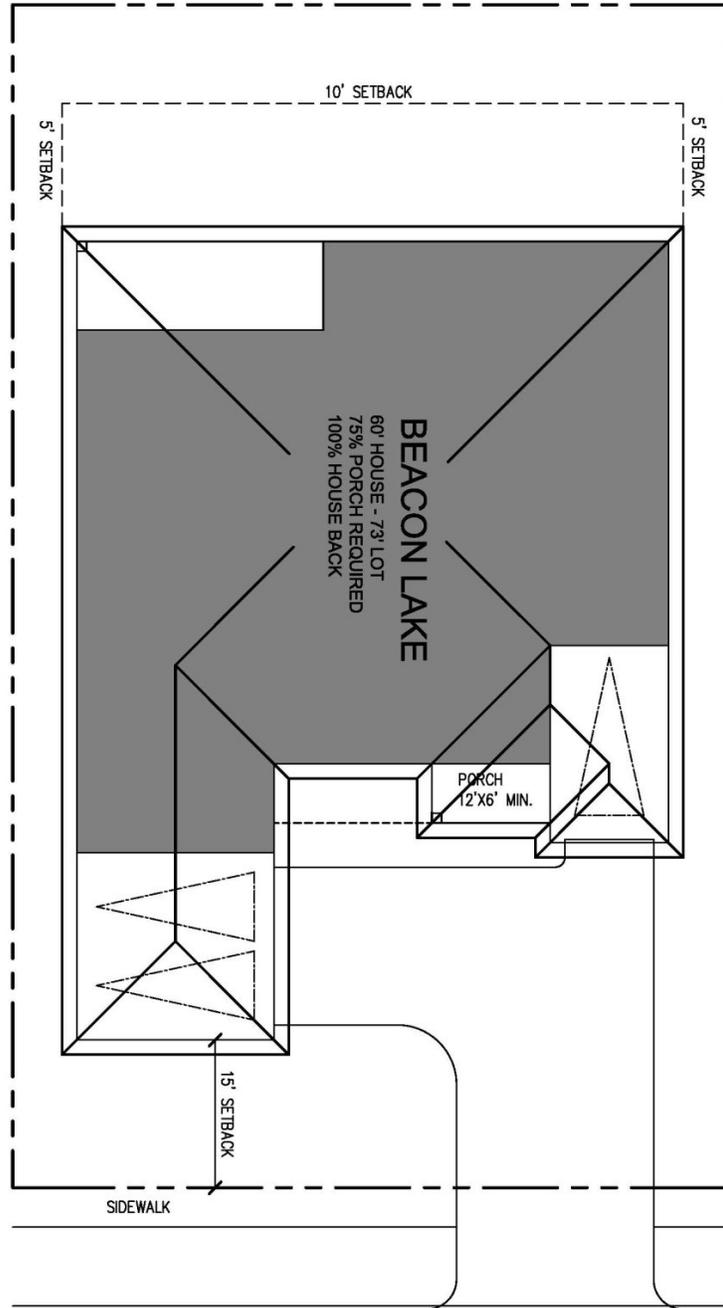
73' LOT LINE



73' LOT LINE



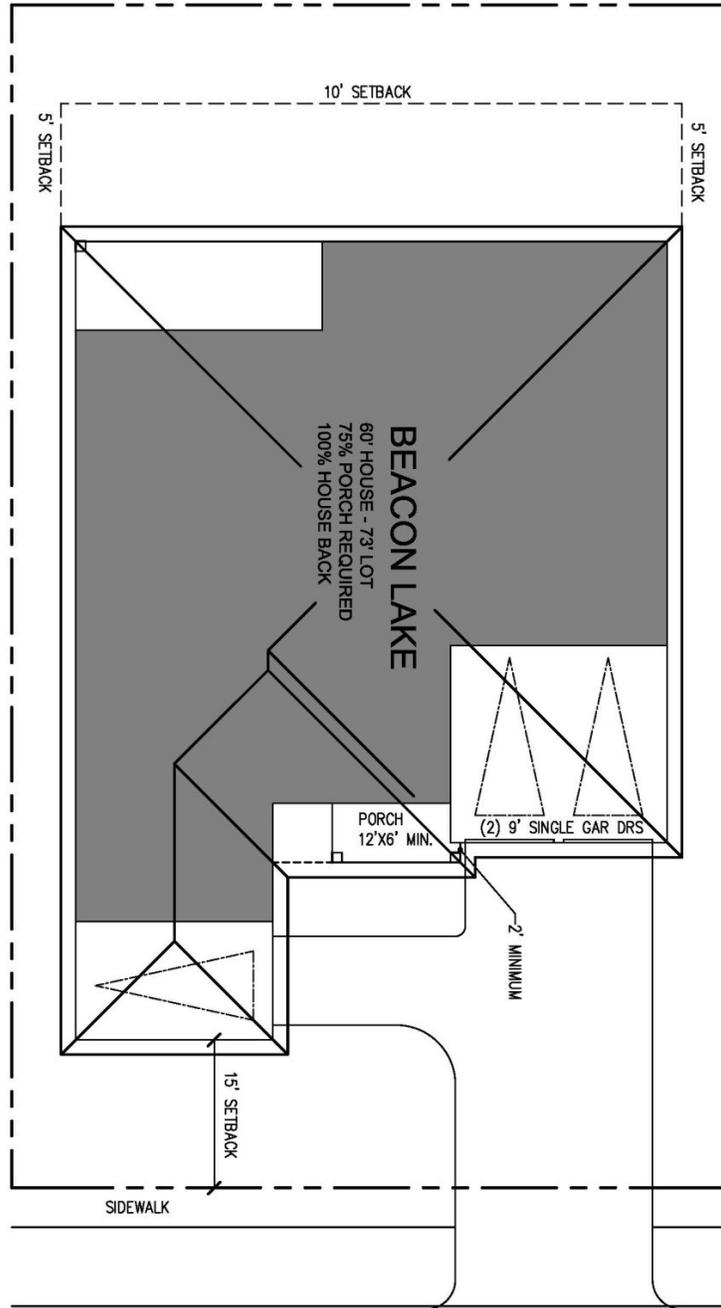
73' LOT LINE



73' Lot / 60' House

2 Car Side - 1 Car Front Garage

73' LOT LINE



73' Lot / 60' House

1 Car Side - 2 Car Front Garage

Exterior Color Standards, Requirements and Submission

All exterior color palettes with samples and color placement diagrams shall be submitted to the ACC for review and approval.

Color samples shall be coordinated with the elevations and show the proposed paint/color palette placement (refer to the Requirement of Color Placement Diagrams).

All exterior painting shall be consistent with initial paint application to maintain variety as well as continuity with the surrounding homes. Siding paint shall be only a flat latex type of paint (no semi-gloss or gloss-type paints are permitted). All exterior trim paint shall be semi-gloss type paint.

Once color palettes are approved, the paint vendor and/or paint grade shall not be changed.

Preferred Color Palettes and Minimum Number of Palettes

A minimum of three (3) color palettes per architectural style shall be submitted to the ACC for review and approval. Palettes shall include main body color, second body color, trim color, accent color, window color, roof color, stone and/or brick profile and color, and brick paint color, if painted.

Color palettes may not be multiple variations of beige and should include yellows, blues, greens and reds, whether in main body, second body or accent color.

Description of Main Body, Second Body, Trim and Accent Colors

- Main body refers to the primary mass of the house, including sides and rear.
- Second body refers to an architectural feature on the façade which includes material changes, entry features, bump outs, etc.
- Trim is located around openings, and includes banding, corner boards, brackets, headers and window sills.
- Accent is to be used sparingly. It includes shutters, doors and some architectural elements such as louvered vents, etc.

Description of Style Specific Color Palettes

Color palettes shall be appropriate to the architectural style. The following is a description of style specific color palettes:

- **Rosemary Beach Coastal:**
Main body color shall be applied to Stucco. Second body color shall be applied to shake shingle siding.
Colors shall reinforce coastal character using light, warm southern palettes or cool gray northern palettes.
- **Low Country:**
Main body color shall be applied to horizontal lap siding. Second body color may not be required, depending upon elevation design.
Colors shall include classic color combinations in warm or cool hues.
- **Arts and Crafts or Shingle Style:**
Main body color shall be applied to lap siding. Second body color shall be applied to shake shingle siding. Masonry accents shall coordinate with main and second body colors.
Colors shall include earth tones or classic colors with deep, saturated tones.

- Florida Farmhouse:**
 Main body color shall be applied to lap siding. Second body color shall be applied to board and batten siding. Brick shall be painted to match trim.
 Color shall include classic color combinations in warm or cool hues.
- Spanish Eclectic:**
 Stucco shall be painted primarily the main body color. Second body color shall be applied to architectural features and/or entry feature, as determined by elevation.
 Colors shall be rustic and warm with bright, bold accent colors.
- Tuscan:**
 Main body color shall be applied to stucco. Second body color may be omitted if stone is applied to entire architectural feature and/or entry feature. Where stone is not used, the second body color shall be applied.
 Colors shall be rustic earth tones and warm, natural accents.
- Euro Country:**
 Main body color shall be applied to the stucco. Second body color may be omitted if stone is applied to entire architectural feature and/or entry feature. Where stone is not used, the second body color shall be applied.
 Colors may be cool with gray stone accents or warm with tan or brown stone accents.

Requirement of Color Placement and Color Diagrams

Color placement diagrams shall be provided to the ACC for each elevation for review and approval. The diagrams shall graphically locate main body, second body, trim color and accent color using highlighter type colors and a color key.

Color Placement Requirements:

- Main body color shall be used on front, sides and rear of house.
- Second body color, where used, shall wrap corners where appropriate and end at an inside corner or corner board.
- Accent color shall be used sparingly.
- Columns shall only be painted trim color.
- Garage doors shall be painted main body color or trim color.
- Corner boards shall only be painted trim color on both sides.



Sample of color placement diagram

Common Color Miscues to be Avoided:

- Never end a paint color on an outside corner. Always end at an inside corner or at a corner board.



This is an example where the color ends on an outside corner.

- Corner boards shall not be painted body color.
- Garage doors shall not be painted second body color or accent color.



In a pedestrian friendly community, the focus should not be on the garage door.

- Columns shall not be painted body color – even if they are the same material as the main body.



Columns should have been painted the trim color and not the body color. Don't confuse the material (stucco) with the architectural element.

Pattern Book

In order to create a rich, timeless streetscape, there are six (6) distinct architectural styles chosen for Beacon Lake. Builders are encouraged to use all six (6) styles throughout their entire collection of homes. The six proposed styles are:

Rosemary Beach Coastal

Front Porches:

Front porches are not an integral aspect of this style and therefore not required.

Roof Pitch:

Acceptable roof pitches are 7/12 to 10/12.

Finishes:

Consisting of stucco main body and shake shingles secondary body.

Window Grills:

4 over 1

Shutter Styles:

Plank style shutters.

Bahama shutters.

Door Styles:

2 panel or ¾ French

Low Country

Front Porches:

Front porches are an integral aspect of this style and therefore required.

Roof Pitch:

Acceptable roof pitches are 7/12 to 10/12.

Finishes:

Horizontal Lap siding

Window Grills:

Traditional 4 over 4 or 6 over 6 grill pattern. Windows are typically flanked by shutters and not mull together. Multiple windows have a structural mull and should never have shutters.

Shutter Styles:

Louvered shutters.

Door Styles:

6 or 2 panel

Tuscan

Front Porches:

Front porches are not an integral aspect of this style and therefore not required.

Roof Pitch:

Acceptable roof pitch is 6/12.

Finishes:

Consisting of stucco and stone. Stone should be cut cobblestone or field stone.

Window Grills:

4 over 1.

Shutter Styles:

Plank style shutters.

Door Styles:

Rustic

Arts and Crafts or Shingle Style

Front Porches:

Front porches are an integral aspect of this style and therefore required.

Roof Pitch – Arts & Crafts:

Acceptable roof pitches are 6/12 to 7/12.

Roof Pitch – Shingle Style:

Acceptable roof pitches are 8/12 to 10/12.

Finishes:

Lap siding with areas of shake shingle siding and masonry accents.

Window Grills:

3 over 1 or 4 over 1. Multiple windows can be used with a 6" structural mull.

Shutter Style:

Plank shutters

Door Style:

Craftsman style doors

Florida Farmhouse

Front Porches:

Front porches are an integral aspect of this style and therefore required.

Roof Pitch:

Acceptable roof pitches are 8/12 to 10/12.

Finishes:

Combination of lap and board and batten siding with painted brick accents.

Windows Grills:

2 over 2. If windows are combined, use a 6" structural mull.

Shutter Styles:

Panel shutters or Bahama shutters.

Door Styles:

2 panel door or ¾ French door.

Spanish Eclectic

Front Porches:

Front porches are not an integral aspect of this style and therefore not required.

Roof Pitch:

Acceptable roof pitch is 6/12.

Finishes:

Primarily stucco with tile accents.

Windows Grills:

4 over 4 or 4 over 1.

Shutter Styles:

Plank, louvered or panel.

Door Styles:

8 panel.

Euro Country

Front Porches:

Front porches are not an integral aspect of this style and therefore not required.

Roof Pitch:

Acceptable roof pitch is 8/12 to 12/12. Primarily hips roofs or gable roof with Jerkin head.

Finishes:

Consisting of stucco and stone. Stone should be cut cobblestone or field stone.

Window Grills:

2 over 2 or 6 over 6.

Shutter Styles:

Plank style shutters.

Door Styles:

Two panel doors.

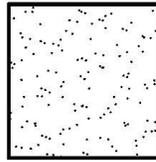
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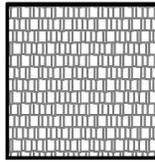
ROSEMARY BEACH COASTAL



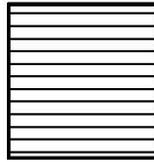
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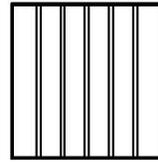
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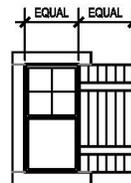
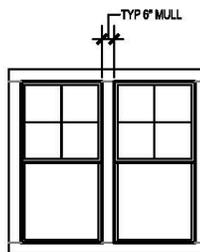
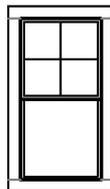
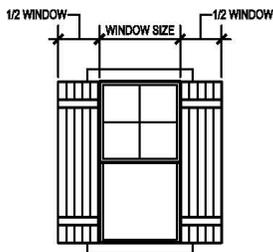
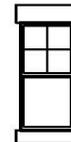
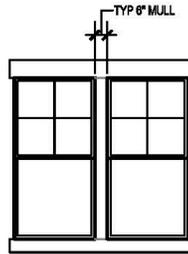
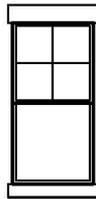
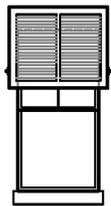
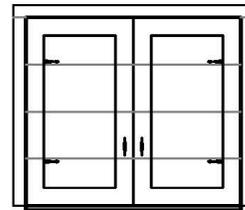
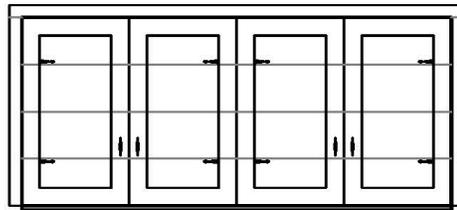
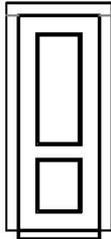
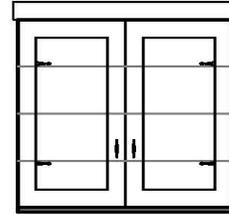
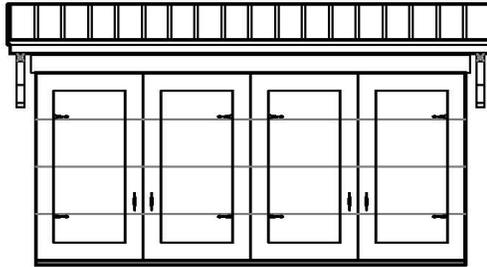
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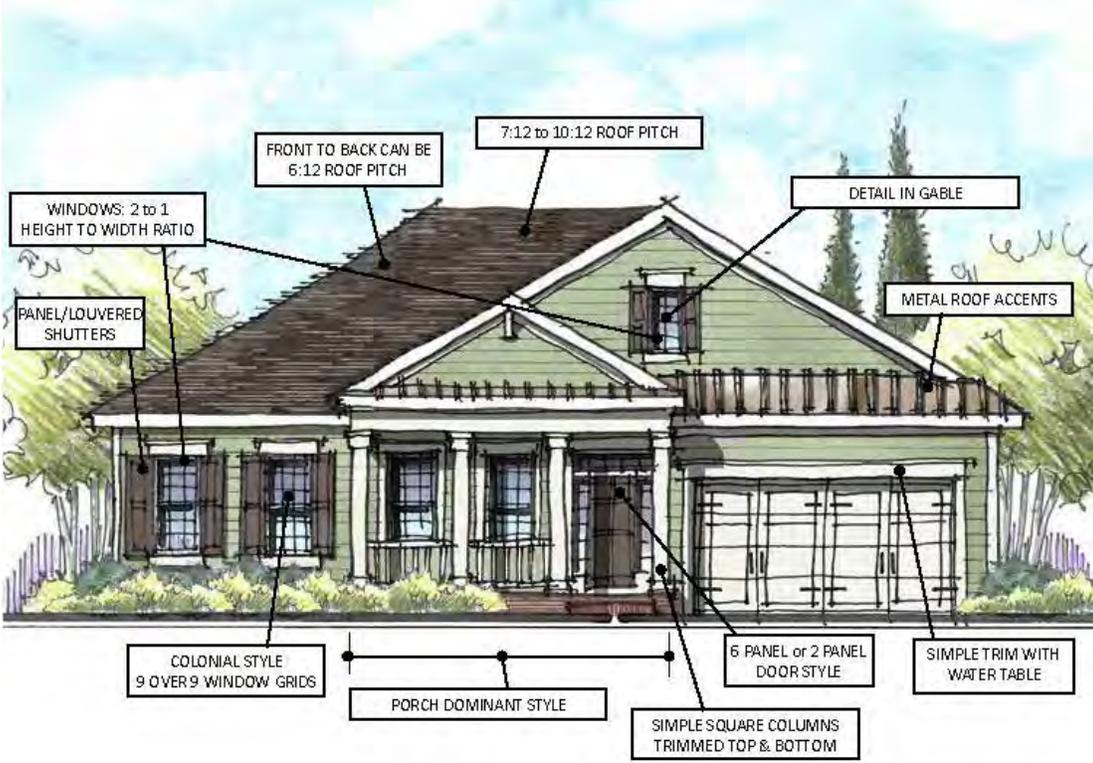
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B&B SIDING



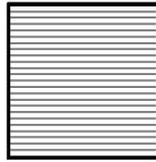
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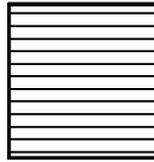
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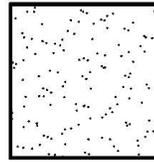
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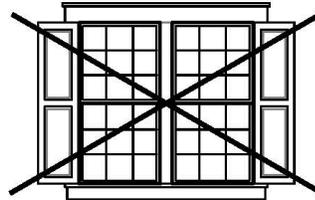
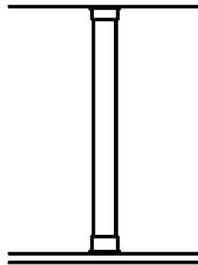
BRICK



LAP SIDING



STUCCO



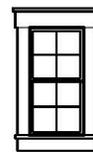
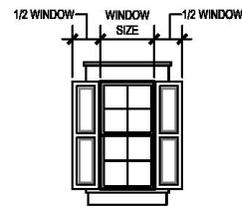
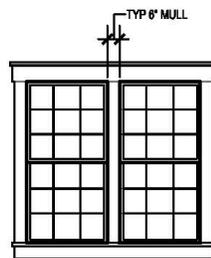
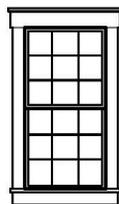
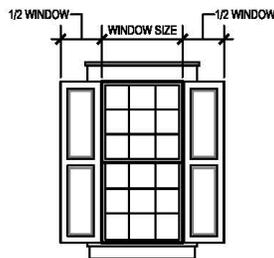
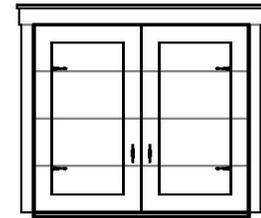
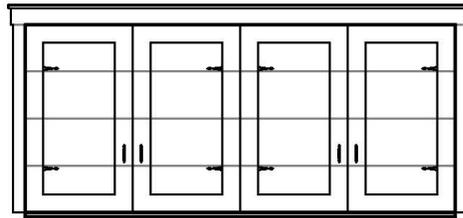
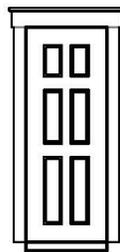
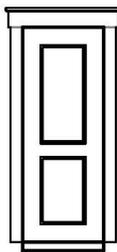
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DECOR GABLE VENT DETAIL



DECOR GABLE VENT DETAIL



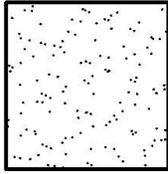
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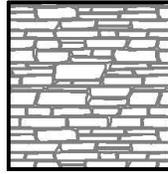
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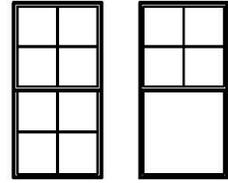
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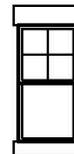
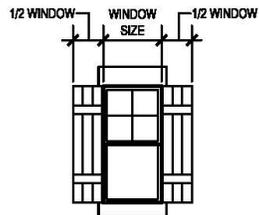
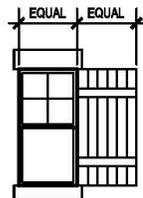
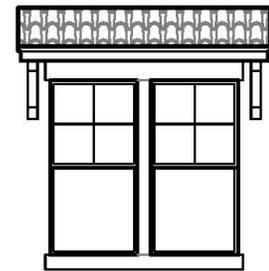
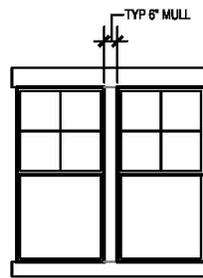
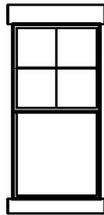
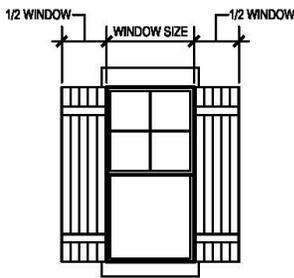
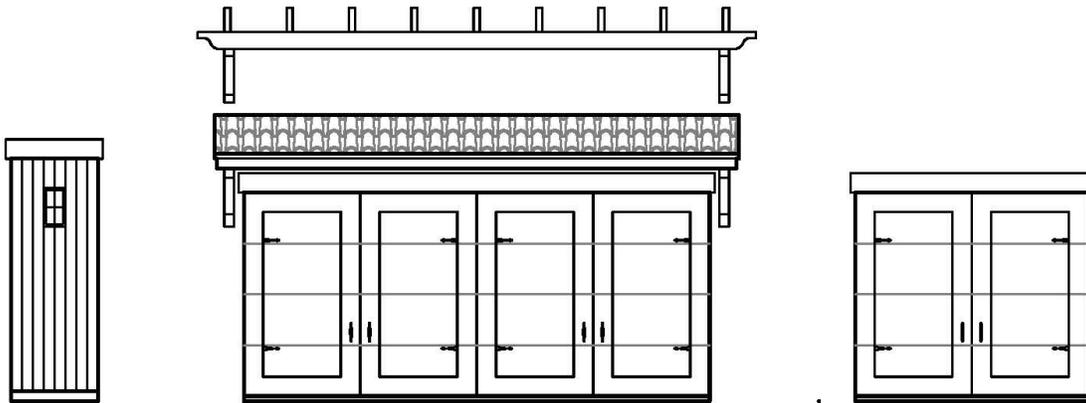
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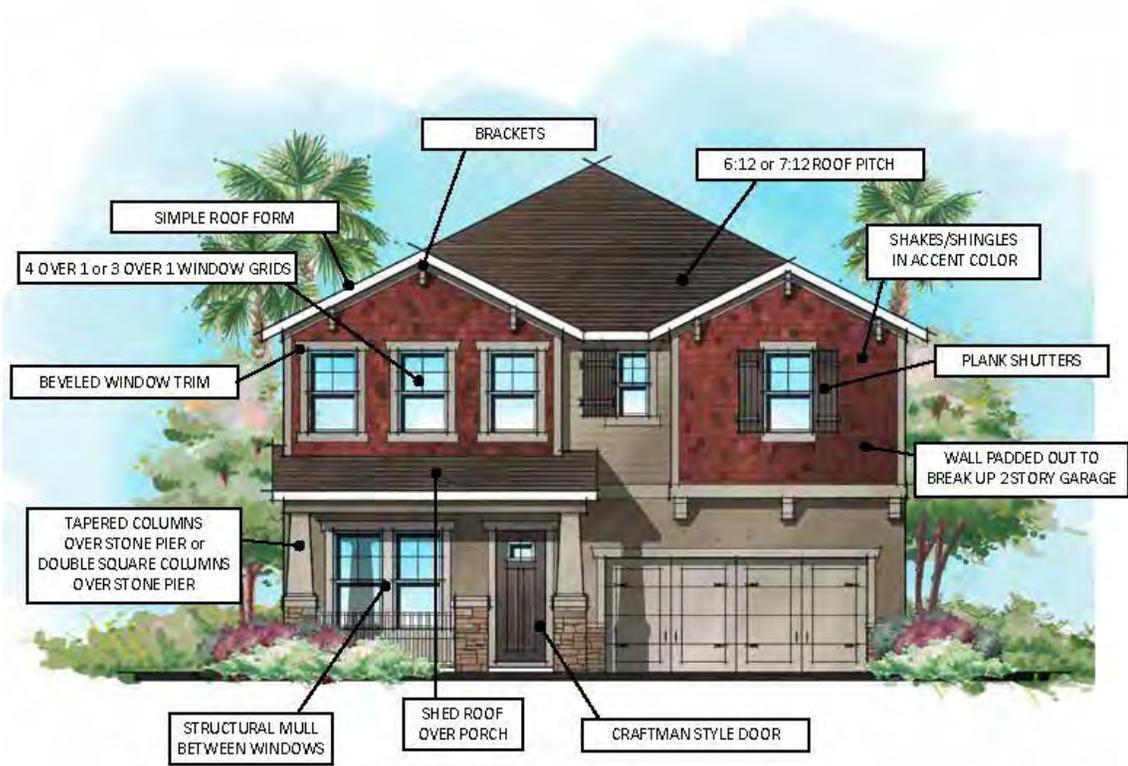
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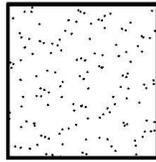
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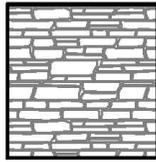
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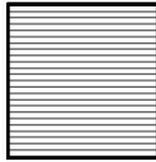
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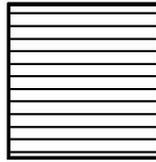
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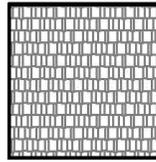
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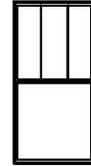
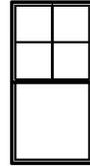
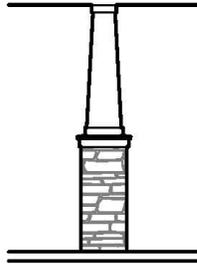
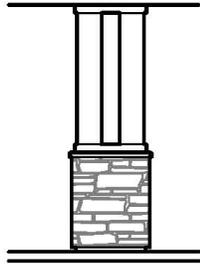
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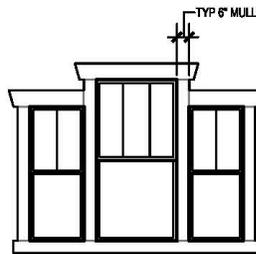
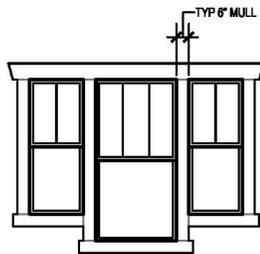
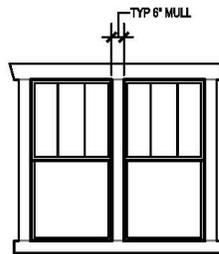
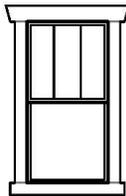
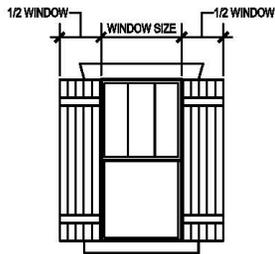
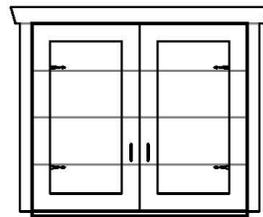
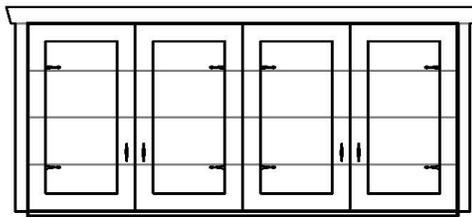
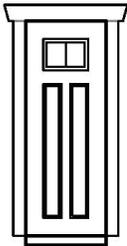
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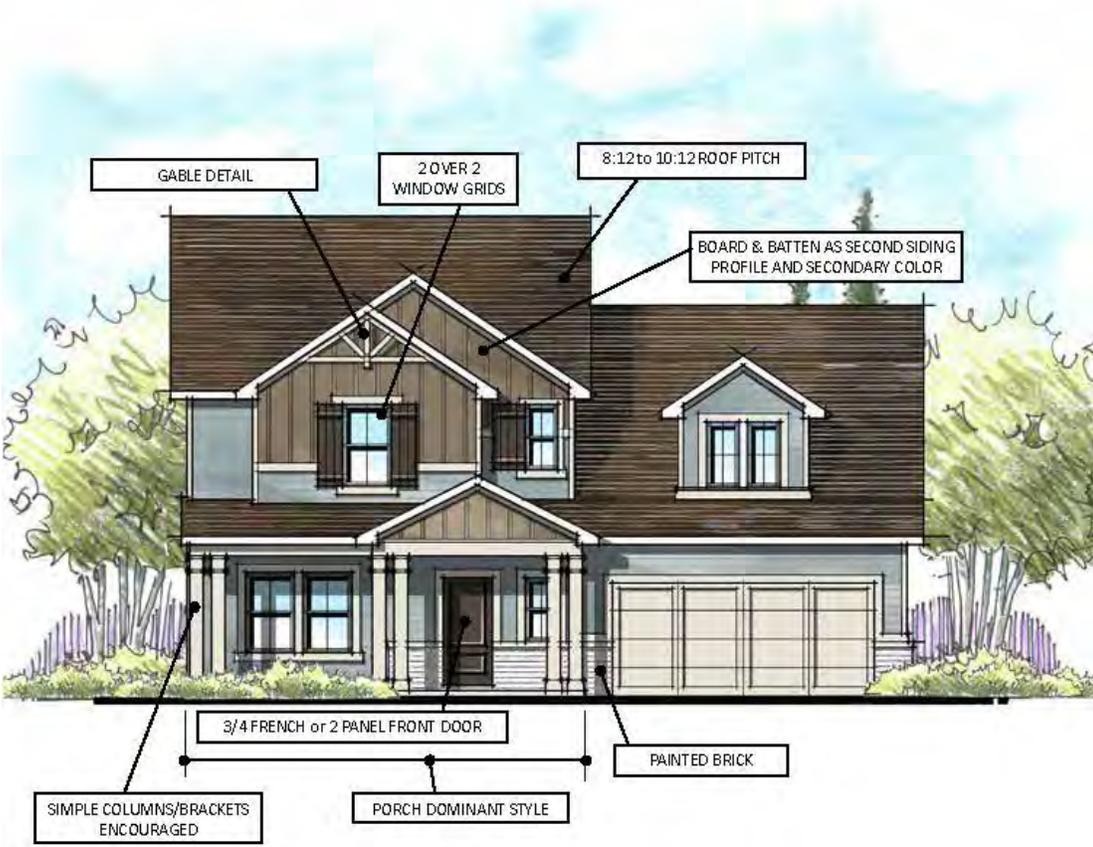
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TYP WINDOW GRID PATTERNS



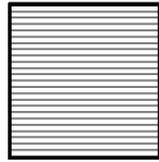
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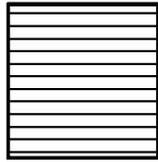
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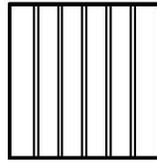
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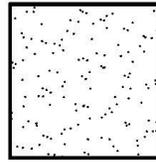
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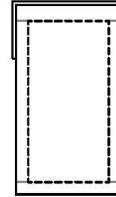
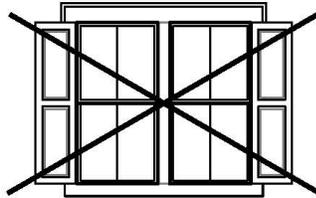
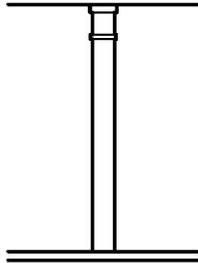
LAP SIDING



B&B SIDING



STUCCO



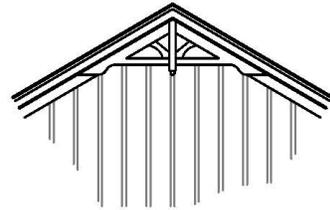
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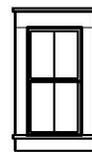
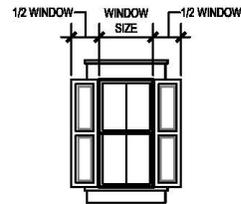
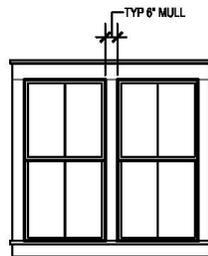
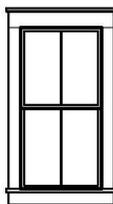
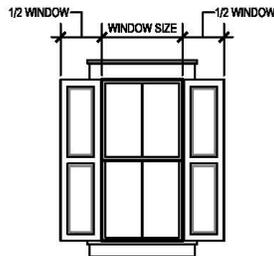
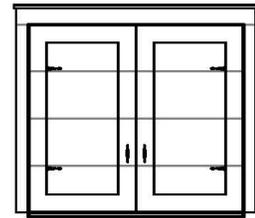
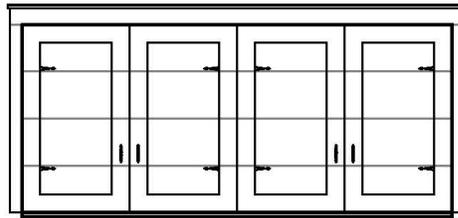
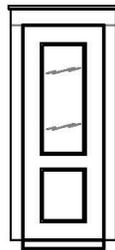
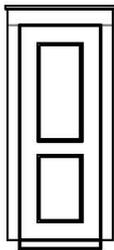
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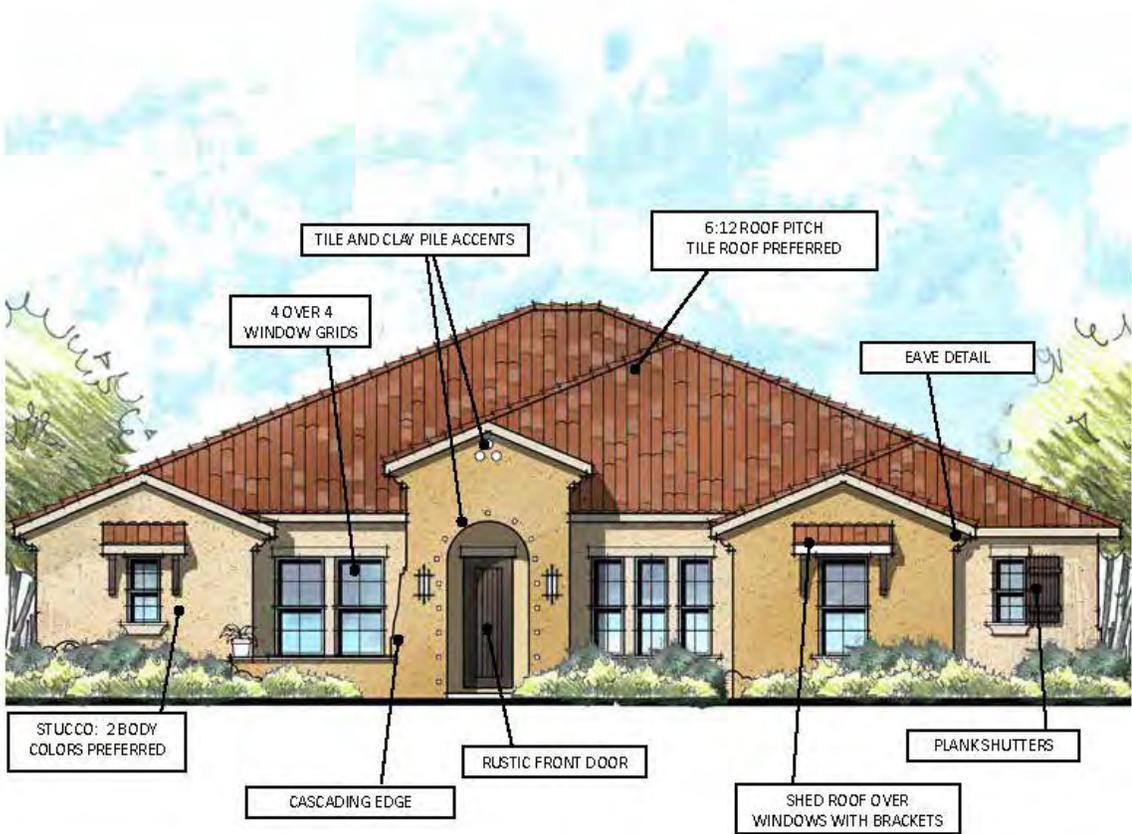
DECOR GABLE VENT DETAIL



GABLE PEDIMENT DETAIL



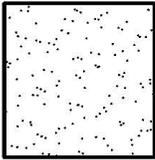
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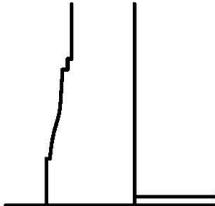
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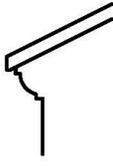
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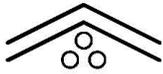
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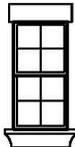
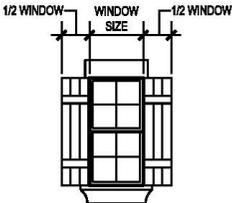
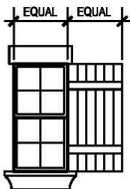
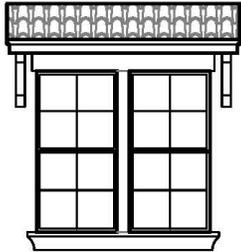
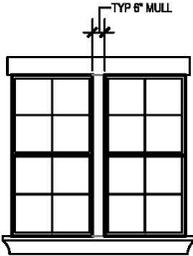
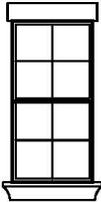
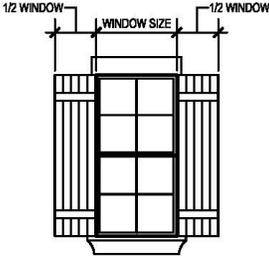
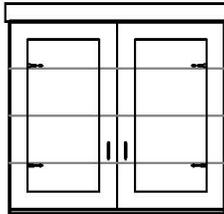
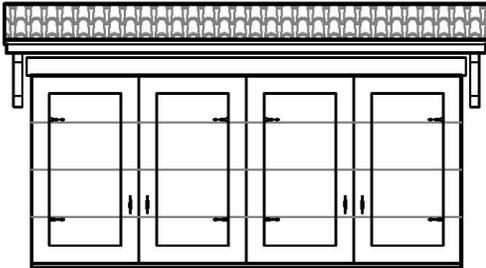
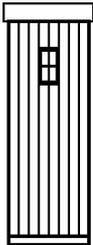
COLUMN BASE DETAIL



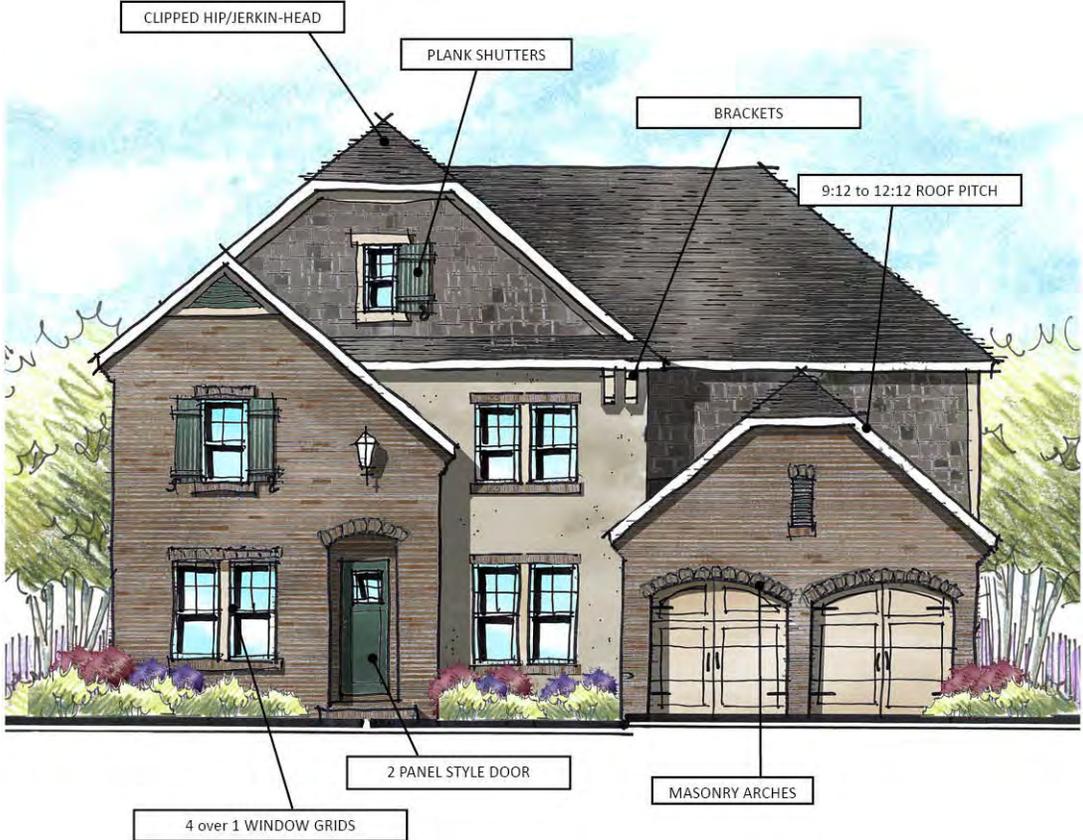
EAVE DETAIL



GABLE ACCENT DETAIL



EURO COUNTRY



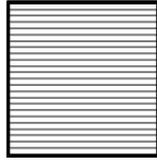
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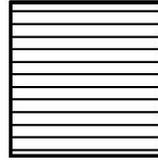
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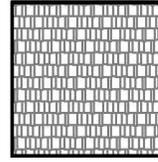
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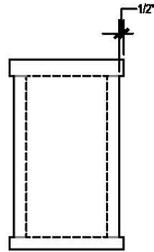
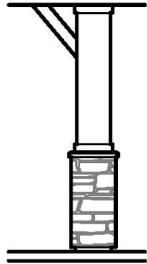
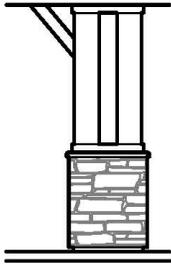
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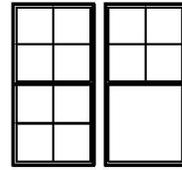
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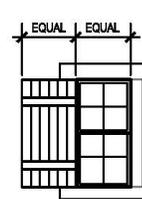
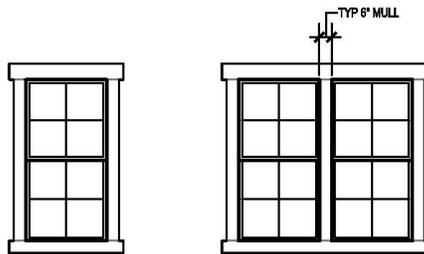
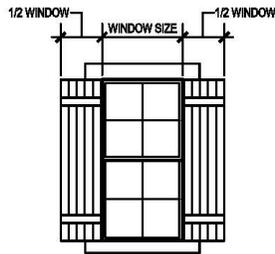
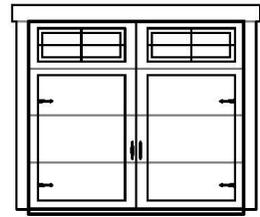
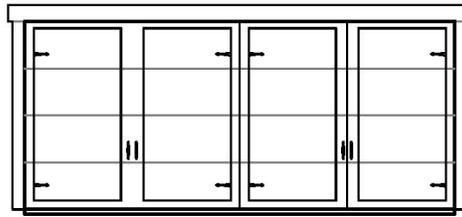
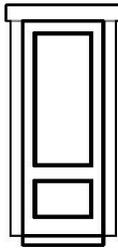
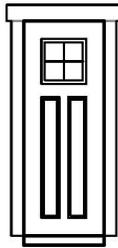
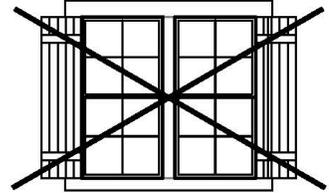
SHAKES



TYP WINDOW / DOOR TRIM



TYP WINDOW GRID PATTERNS



GABLE DETAIL



DECOR GABLE VENT DETAIL



DORMERS

General Neighborhood Landscape and Hardscape Guidelines

Landscape Character and Style

Establishment of a strong community landscape image is critical to the success of Beacon Lake. To achieve this goal, builders in Beacon Lake are required to install a predesigned landscape package for each single family home in the community.

This landscape section has been designed to provide property owners, architects, landscape architects, contractors and builders with important information related to the development of homes to ensure a harmonious neighborhood streetscape, establish visual sense of community as a whole, and to protect the aesthetic quality of the overall community, while still allowing for individual expression of the homeowner.

The objective is to reinforce the coastal vernacular character of Beacon Lake. The recommended landscape character should emphasize a natural and native style while encouraging the use of native, xeriscape, & drought resistant plant materials. Front yard plantings should be sympathetic to the overall neighborhood streetscape in form, texture and simplicity of design. This can be achieved by limiting the front yard planting to lawn, trees and layered foundation planting beds.

Treatment of side and rear yards is dependent on their location. Homes on lakes have different requirements than those that are not. On back to back lots, the homeowner's privacy is the main concern. The goal in landscaping is a balance between the homeowner's goals and those of the overall community. All mechanical equipment, ground mounted utilities and services not occurring within a building should be screened from adjoining properties by a visual barrier such as a wall or landscaping sufficient in form and texture to effectively screen the item. All picket type fencing above 36" must be accompanied by landscaping sufficient to obscure and minimize the impact of the fence. Accessories, sculptures and decorative objects such as statuary bird baths, are prohibited in front yards. See pages 71-74 for special landscape requirements.

Appropriate Front and Side Yards

- Formal or informal (except for front hedge).
- Shredded bark mulch.
- Layered beds.

Inappropriate Front and Side Yard

- English Gardens.
- Oriental Gardens.
- Stone or colored mulch.

Landscape Planting Guidelines

To create a “streetscape effect” that is consistent throughout the community and the entire development, the minimum planting requirements included in this section shall be met.

A landscape plan at 1” = 10’ scale showing the builder’s intent must be submitted as part of the design review application. Existing easements and trees must be shown on the plan. Landscape materials will be identified as to common and botanical name, quantity, quality and size.

Regarding plant quality, all trees and shrubs shall be Florida #1 or better as defined in “Grades and Standards for Nursery Plants”, Parts I & II, Department of Agriculture, State of Florida. Grass sod shall be St. Augustine “Floritam” and shall be free of weeds, diseases, fungi and insects. All landscaped areas shall be irrigated by an automatic irrigation system. Positive drainage shall be provided in all areas.

The builder is responsible for screening air conditioning units, trash storage areas, pool equipment, mechanical equipment and other unsightly elements from public view by means of an approved privacy fence and/or plant material. The builder is also responsible for screening transformers, telephone junction boxes, etc. that fall on the lot from public view.

Individual Lot Mitigation Requirements as per St. Johns County:

Selections can be made from the shade tree list provided. Foundation material for front, sides, rear and corner lots as required (SEE LISTS BELOW).

Requirements:

- For every 2,200 sf of lot area, provide a minimum 2” cal. 8’-10’ in height canopy tree planted no closer than 20’-30’ apart depending on variety.
- Each lot will have a minimum of 50% Florida friendly plant and tree material.
- A minimum of 70% of all newly planted trees shall be canopy trees, no more than 50% of trees can be of the same species.
- See SJC approved tree and plant list for additional approved material
- Trees shall not be planted closer than 7.5’ from the centerline of underground utilities or within any designated utility easements, as per SJC.
- Street trees DO NOT COUNT FOR LOT MITIGATION.

Street Trees

The builder will be responsible for the installation of street trees at the discretion of the Developer. That determination will be made prior to installation. The Developer will provide a street tree plan indicating the tree type and location to be used in each neighborhood.

Minimum requirement for a street tree is 4” caliper; 14-16” height x 8-10’ width (SEE LISTS BELOW)

Front Yards

The front yard is defined as the area from the back of the curb to the front of the home, including side yards back to the midpoint of the house. Planting in this area is of greatest importance as it will determine the aesthetic appeal of the overall streetscape. The goal of landscaping is to integrate the home and lot and thereby soften the impact of home along a particular street and create visual interest and excitement for the streetscape.

A well thought out combination of grass, ground covers, shrubs and trees will be used to accomplish the above goals. The appearance should be natural in appearance.

All front yards will be completely sodded except where shrubs or ground covers are used and maintained natural areas.

Mulch

Shrubs, ground covers and natural areas will receive a minimum of 3" of shredded bark, pine bark or hardwood nuggets (non-colored) or other mulch as approved by the Developer. Rock, shell, cypress mulch, wood chips or any other material will not be considered as an alternative to grass or ground cover.

Rear Yards

Rear yards are defined as the area from the rear property line to the home including the side yards back to the midpoint of the house. For standard back to back lots, hedges and dense plantings are encouraged along the property line. Amenity lots (lakes, wetlands, parks) will require additional landscaping above the standard requirements (see accompanying exhibits) to soften and filter the view of the home from the amenity area. When planning and installing landscaping on amenity lots, homeowners are not responsible for views from neighboring lots. Air conditioner units, pool equipment, etc. will be screened with appropriate walls and/or landscape material.

Corner Lots

Because of their larger size and increased visual impact, additional plantings are required for privacy as well as the extended streetscape impact. This planting will include additional street trees as well as front yard type treatment to the corner side yard. (Refer to "planting exhibits" under general landscape and hardscape guidelines section)

Plant Material

Plant material will be selected from the approved plant list. Minimum plant sizes are also indicated for each plant type.

Minimum Planting Exhibits

The requirements shown on the accompanying exhibits show the general requirements for lots and are generic in nature. They are not intended as a planting plan, but as a guide for the builder to use with the homeowner to meet the goals of Beacon Lake. These exhibits should be reviewed carefully as the Developer will require appropriate placement of landscaping materials.

Irrigation

To help maintain the landscape quality that is the goal of Beacon Lake, an automatic irrigation system is required for all houses. To encourage reliability of irrigation systems, the following specifications are required.

- Fixed risers may be used in shrub areas not adjacent to pavement.
- Provide full coverage of all landscaped areas with minimal overspray of neighboring property and pavement areas.
- Reclaim water source for irrigation on lots.
- All exposed risers must be painted black.

The reclaimed water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water.

Artificial Vegetation

No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any home or lot, unless approved by the ACC.

Removal of Soil and Additional Landscaping

Without the prior consent of the ACC, no homeowner shall remove soil from any portion of the community or change the level of the land within the community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the community. Homeowners may not place additional plants, shrubs, or trees within any portion of the community without the prior approval of the ACC.

Visibility on Corners

Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner lot where such obstruction would create a traffic problem.

Wetlands and Mitigation Areas

It is anticipated that the common areas may include one or more preserves, wetlands, and/or mitigation areas. No homeowner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

Irrigation Wells

Notwithstanding Section 16.44-Wells, of the recorded Declaration For Beacon Lake, per the St. Johns River Water Management District (SJRWMD), and the St. Johns County Utility Department (SJCUD), Artesian (Deep) Wells are not allowed within Beacon Lake.

Furthermore, once Reclaimed (Re-Use) Water Source is available within Beacon Lake, no irrigation wells of any type, including but not limited to artesian, surficial, shallow, rock, or any other type irrigation well, will be allowed within the community. At such time, the lowest quality water source available (i.e. lake water or SJCUD reclaimed water) shall be used for irrigation.

Likewise, once Reclaimed (Re-Use) Water Source is available within the community, any artesian, surficial, rock, shallow, or other type irrigation well must be abandoned by homeowners, unless such abandonment requirement is waived or set aside by the St. Johns County Utility Department (SJCUD) and the St. Johns River Water Management District (SJRWMD), and or any other requisite governmental entity.

Maintenance

The builder will be responsible for maintaining all landscaping until the sale and closing of the home. The appearance shall be neat and orderly and the lot shall be kept free of debris. Mulches lost from any cause will be replenished. Damage from drainage will be repaired. Sod areas will be maintained as weed and disease free as possible. Grass areas will be mowed to a suitable height on a regular basis. Grass will be trimmed around all fixed object and be kept out of planting beds and edge where along paved areas. Water, fertilize and treat for insects as necessary. If the Developer determines that maintenance is inadequate, after notifying the builder, they may take over maintenance and charge the cost to the builder, Prune all shrubs, trees and palms as necessary to keep them in an acceptable condition

Drainage System

Drainage systems and drainage facilities may be part of the facilities, common areas and/or homes. The maintenance of such system and/or facilities within the common areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a home shall be the responsibility of the homeowner of the home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the homeowner of each home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the homeowner plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another home, the homeowner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent home. Likewise, if the roots of a tree located within the common areas adversely affect an adjacent home, the Association shall be responsible for the removal of the roots and the costs thereof shall be operating costs. Notwithstanding the foregoing, Association, Builders, District and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

Approved Plant List

Shade Trees – All trees shall be planted a min. distance of 20’ o.c. as per St. Johns County.

Minimum requirement for a lot tree is 8’ height x 5’ width; 2” caliper; 3’ clear trunk; container-grown.

Minimum requirement for a street tree is 4” caliper; 14-16” height x 8-10’ width (denoted with ‘S’ below)

Common Name

(S) Red Maple

(S) River Birch

(S) Sweet Gum

(S) Magnolia ‘Southern Magnolia’

Slash Pine

(S) Sycamore

(S) Red Oak

(S) Shumard Oak

(S) Live Oak

Weeping Willow

(S) Bald Cypress

(S)Winged Elm

Botanical Name

Acer rubrum

Betula nigra

Liquidambar styraciflua

Magnolia grandiflora

Pinus elliotii

Platanus occidentalis

Quercus falcate

Quercus shumardii

Quercus Virginian

Salix babylonica

Taxodium distichum

Ulmus alata

Palm Trees- Rear Yards and Pools only

Minimum requirement will be 10' clear trunk, multi-height, space 8'– 10' o.c. in groupings of three. Specimen palms, such as Sylvester Palms, Medjool Palms can stand alone, minimum 6' c.t

Common Name

Medjool Date Palm
Sylvester Palm
Cabbage Palm
Washingtonian Palm

Botanical Name

Phoenix dactylifera 'Medjool'
Phoenix sylvestris
Sabal palmetto
Washingtonian robusta

Palm Trees-Front Yards Only

Specimen Palms, such as Sylvester and Medjool Palms can stand alone, minimum 8' c.t. Accent Palms, such as European Fan Palms and Sago Palms are allowed. Minimum seven (7) gallon, container, 24" x 24" stand alone or multi-trunk.

Common Name

Medjool Date Palm
Sylvester Palm

Botanical Name

Phoenix dactylifera 'Medjool'
Phoenix sylvestris

Accent Palms-Front Yard Only

Common Name

European Pan Palm
Sago Palm

Botanical Name

Chamaerops humilis
Cycas revoluta

Accent Trees – All trees shall be planted a min. distance of 20' o.c. as per SJC.

Minimum requirements: 8' height x 5' width; two-inch (2") caliper (2" cal. Per trunk - multi-trunk trees); 3' clear trunk (does not apply to Holly).

Common Name

Fringe Tree
Sweet Bay Magnolia
Dahoon Holly
Mary Nell Holly
Nellie Stevens Holly
East Palatka Holly
Yaupon Holly
Basham's Crape myrtle – pink (multi trunk)
Crape myrtle – lavender (multi trunk)
Tuskogee Crape myrtle – dark pink (multi trunk)
Ligustrum (multi trunk)
Cassia Tree
Chaste Tree

Botanical Name

Chionanthus virginicus
Magnolia virginiana
Ilex cassine
Ilex "Mary Nell"
Ilex "Nellie Stevens"
Ilex attenuata "East Palatka"
Ilex vomitoria
Lagerstroemia indica "Basham" Muskogee
Lagerstroemia indica "Muskogee"
Lagerstroemia indica "Tuskogee"
Ligustrum japonicum
Senna bicapsularis
Vitex angus-castus

Tall Shrubs (Foundation/Screen)

Seven (7) gallon container-grown. Minimum size at installation: 24" height x 24" width, planted 3' o.c.

<u>Common Name</u>	<u>Botanical Name</u>
Pineapple Guava	Acca sellowiana
George Taber	Azalea indica George Taber
G.G. Gerbing	Azalea indica G.G. Gerbing
Formosa Azalea	Azalea indica Formosa
Dwarf Burford Holly	Ilex cornuta "Burfordi"
Florida Anise	Illicium parviflorum
Waxed Leaf Ligustrum	Ligustrum japonicum
Loropetalum	Loropetalum chinensis
Wax Myrtle	Myrica cerifera
Yew Podocarpus	Podocarpus macrophylla
Walters Viburnum	Viburnum obovatum
Sweet Viburnum	Viburnum odoratissimum

Medium Shrubs (Foundation)

Three (3) gallon container-grown. Minimum size at installation: 15" height x 18" width, planted 2' o.c.

<u>Common Name</u>	<u>Botanical Name</u>
Abelia	Abelia x grandiflora
Cleyera	Cleyera japonica
Dwarf Pink Oleander	Nerium oleander 'Petite Pink'
Thyrallis	Galphemia gracillis
Loropetalum	Loropetalum chinensis "Suzanne" or "Pizazz"
Muhly Grass	Muhlenbergis capillaris
Green Pittosporum	Pittosporum tobira
Spartina Cord Grass	Spartina patens
Sandankwa Viburnum	Viburnum suspensum

Accent Shrubs

Seven (7) gallon; container-grown. Minimum size at installation: 24" height x 24" width, planted 3' o.c.

<u>Common Name</u>	<u>Botanical Name</u>
European Fan Palm	Chamaerops humillis
Crinum Lily	Crinum asiaticum
Sago Palm	Cycas revoluta
Knockout Rose	Rosa x sp. Red, pink, yellow
Silver Saw Palmetto	Serenoa repens "Cinerea"
Bridal Wreath	Spirea sp.
African Iris	Diets vegeta

Lawn Grass - Solid Sod only

<u>Common Name</u>	<u>Botanical Name</u>
St. Augustine Grass "Floritam"	Stenotaphrum secundatum

Semi-Dwarf Shrubs Ground Covers

Low shrubs to be three (3) gallon container grown; minimum size at installation: 15" height x 18" width, planted 2' o.c. Ground Cover to be one (1) gallon container grown; minimum size at installation: 12" height x 15" width, planted 18" o.c.

Common Name

Glen Dale Fashion Azalea
Lily of the Nile
Japanese Boxwood
Holly Fern
African Iris
Flax Lily
Azalea Duc la Rohan
Cuban Gold
Thyrallis
African Bush Daisy
Day Lillies
Crenata Holly
Yaupon Holly
Dwarf Shore Jumper
Parsoni Jupiter
Blue Pacific Juniper
Big Blue Liriope
Evergreen Giant Liriope
Loropetalum
Xanadu Phildendron
Indian Hawthorn
Knockout Rose
Dwarf Asiatic Jasmine
Society Garlic
Compact Walter's Viburnum
Coontie

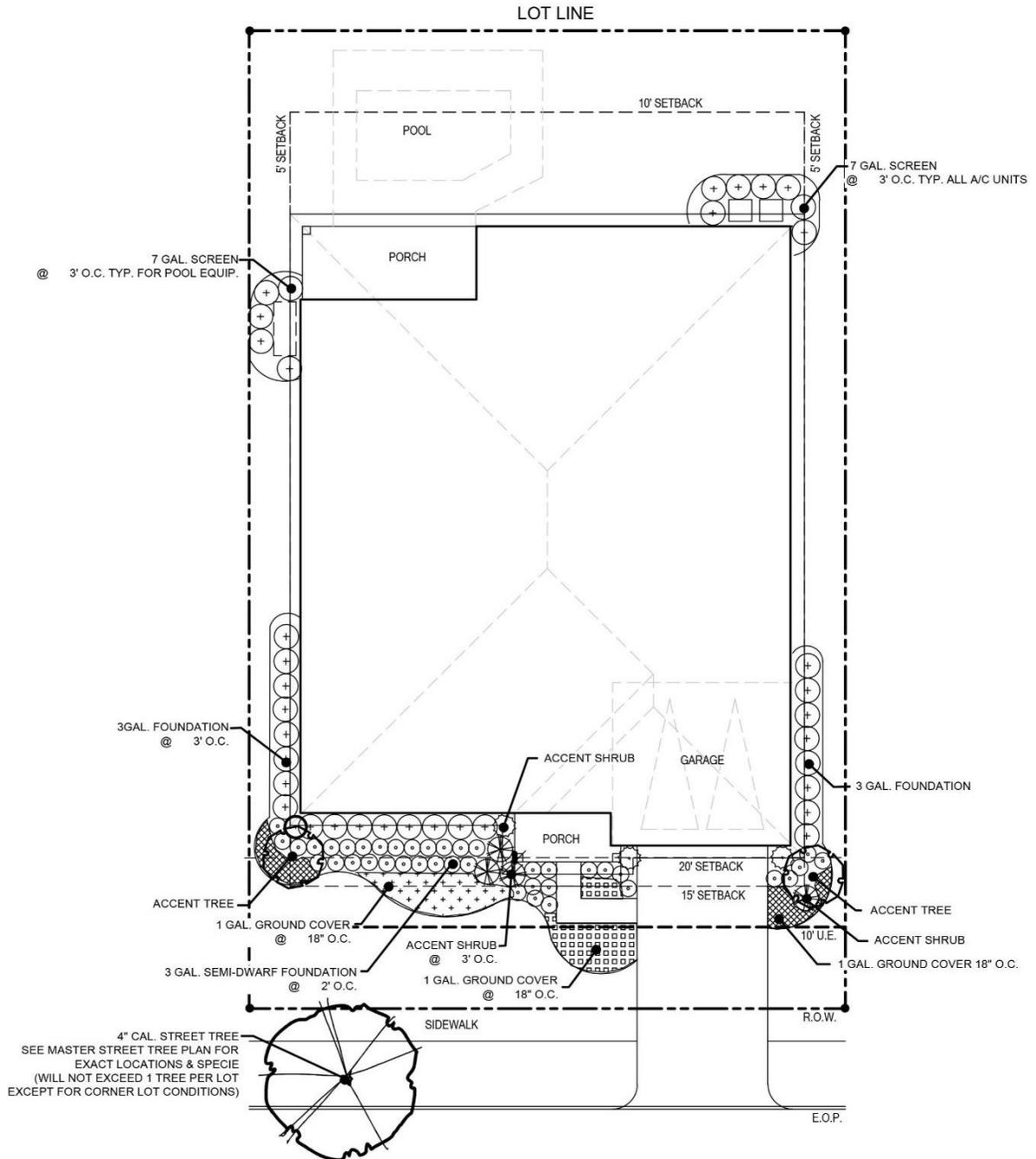
Botanical Name

Azalea Glen Dale "Fashion"
Agapanthus africanus
Buxus microphylla
Cyrtomium falcatum
Diets vegeta
Dianella var.
Duc de Rohan azalea
Duranta erecta 'aurea'
Galphimia gracilis
Gamolepis chrysanthemoides
Hemerocallis sp.
Ilex crenata 'compacta'
Ilex vomitoria 'nana'
Juniperus conferta 'compacta'
Juniperus chinensis 'Parsonii'
Juniperus conferta 'Blue Pacific'
Liriope muscari "Big Blue"
Liriope muscari "Evergreen Giant"
Loropetalum chinesis (dwarf var.)
Phildendron "Xanadu"
Raphiolepis indica
Rosa x "Red Knockout"
Trachelospermum asiaticum
Tulbaghia violacea
Viburnum obovatum "Mrs. Shiller's Delight"
Zamia floridana

Mulch

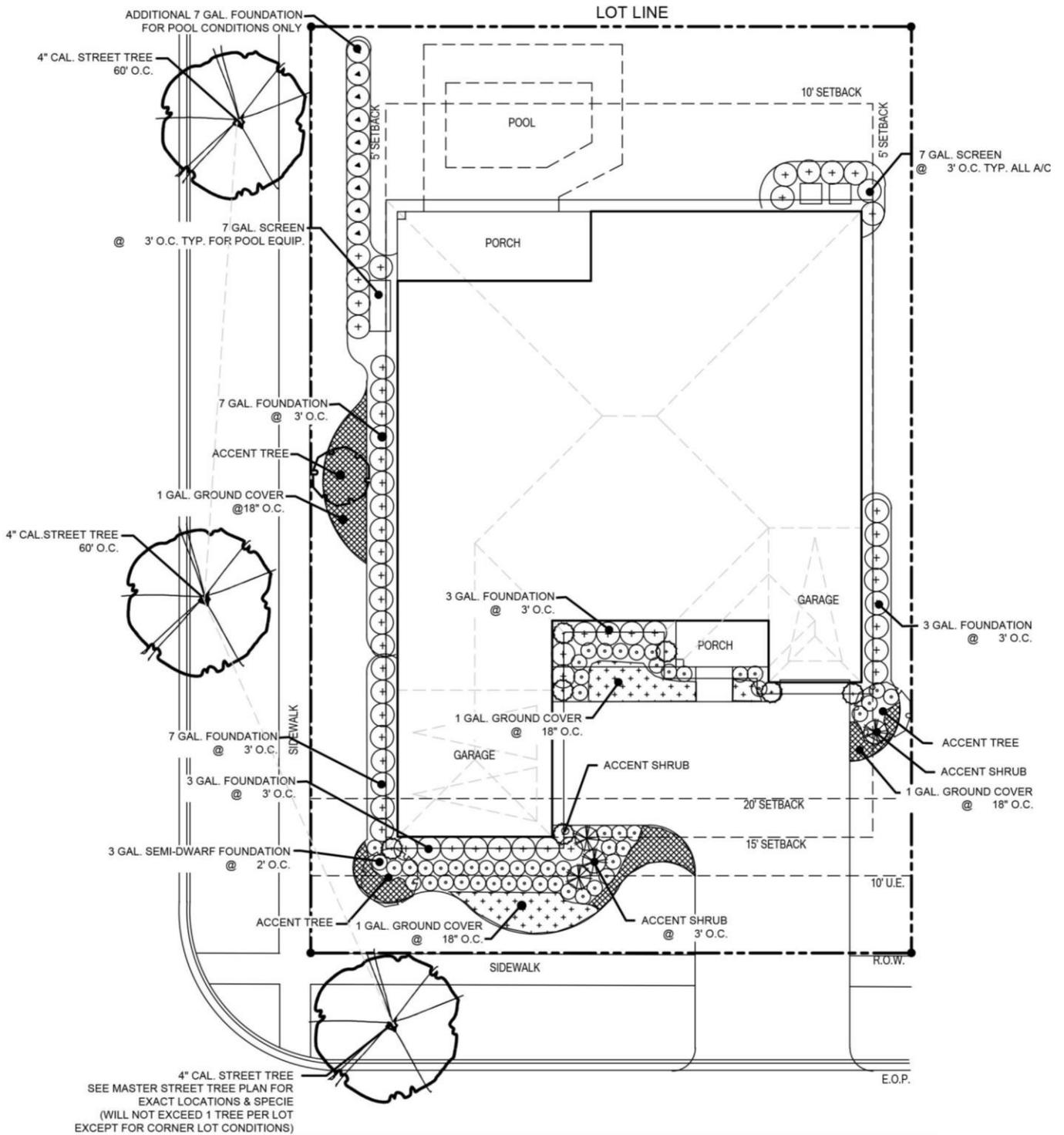
Pine Bark Mulch or Nuggets
Shredded Hardwood
(NO dyed color)
(NO red dyed color)
(NO cypress mulch)

Planting Exhibits



TYPICAL LOT A LANDSCAPE

THIS IS A TYPICAL 70' LOT - ADJUST PLANT MATERIAL AS NECESSARY FOR SMALLER LOTS.
 BUILDER RESPONSIBLE FOR INDIVIDUAL TREE LOT MITIGATION.
 REFER TO THE LANDSCAPE PLANTING GUIDELINES PROVIDED HEREIN.
 ALL TREES SHALL BE PLANTED AS PER SJC CODE.
 NO TREES SHALL BE PLANTED IN THE UTILITY EASEMENT.



TYPICAL CORNER LOT B LANDSCAPE ENHANCEMENT

THIS IS A TYPICAL 70' LOT - ADJUST PLANT MATERIAL AS NECESSARY FOR SMALLER LOTS.

BUILDER RESPONSIBLE FOR INDIVIDUAL TREE LOT MITIGATION.

REFER TO THE LANDSCAPE PLANTING GUIDELINES PROVIDED HEREIN.

ALL TREES SHALL BE PLANTED AS PER SJC CODE.

NO TREES SHALL BE PLANTED IN THE UTILITY EASEMENT

Exterior Lighting

Lighting of homes and their surroundings can add dynamic effects within a community. Effective exterior lighting within Beacon Lake is encouraged. Light fixtures should be consistent with the theme of the building design. All lighting should be “down” or “area” lighting. All light sources should be white (no colored lights) and no spill-over of lights should occur on neighboring properties. Lighting should be shielded to conceal glare. Tree lighting is encouraged and should be concealed in shrubs. Garden or walkway bollards are encouraged as a way to provide effective, downward directed light. Coach lights on the home are required with the style to be approved by the ACC.

Appropriate

- Wall mounted fixtures at entries that blend with the building design.
- Fixtures and standards shall be designed to aesthetically relate to the character of the development.
- Lights on home.
- Maximum of 2 double gang security flood lights per home.
- Post mounted lights.

Not Allowed

- Non-shielded spotlights.
- Colored lights, except during holidays.
- Spill-over of light onto neighboring property or conservation areas.
- Any coach light not approved by the ACC.



Pools, Spas, Water Features and Screen Enclosures

All water features are required to be located in rear yards within the rear and side setbacks (see pages 71-74). All water features shall be in-ground, except spas, which may be built into appropriately designed and screened deck systems. Equipment for pools, spas, or fountains should be completely screened from adjoining properties and front and rear views. (Small temporary play children's pools are allowed daily but stored overnight.) Safety fencing to be provided in accordance with community fencing guidelines and local codes. Any proposed swimming pool screen cages shall be designed and included as part of the architectural review process.

No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than fourteen (14) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the home. Pool screening shall not extend beyond the sides of the home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by the Builder, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. Screened pool enclosures with 18" kick plate, must provide a continuous landscape hedge.

Screened enclosures (for pools or porches) shall be charcoal (black) screening with bronze support framing and kick plates. All enclosures shall be aluminum unless approved by the ACC. All enclosures shall be bronze unless a screened porch is desired and the homeowner may elect to match the trim color on the home which must be approved by the ARB. Screened porches are not allowed on the front of the home. The roof of the enclosure may be a screen roof or may be a permanent roof whose shingles match the home in color and style. After market patio enclosures with pan type roofing are not allowed.

Appropriate

- In-ground pools with approved fencing and screening.
- In-ground or in-deck spas with approved fencing and screening.
- Screened enclosures within setbacks.
- Fountains to be located in rear yards only unless provided by Developer as a community feature.

Not Allowed

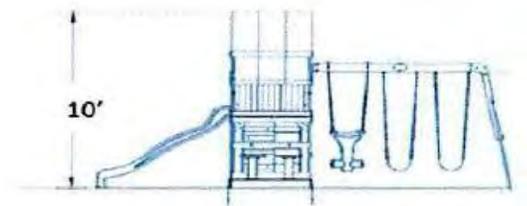
- Permanent above ground pools.
- Above ground spas (unless built into a deck system with spa flush to top of deck or part of an in-ground pool/spa combination).
- 14' above finish floor.
- Height of screen structures can be no higher than roof of the house.
- No screen may project over the existing roof planes.

Play Equipment and Sports Equipment

Permanent play equipment will be placed within the rear building setback lines and be kept within the side planes, of the dwelling, and must be landscaped to help minimize the visual impact on adjacent property owners and from public streets. Basketball hoops shall be portable and can only be placed in the backyard of a home.

No recreational, playground or sports equipment shall be installed or placed within or about any portion of the community without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the home or on the inside portion of corner homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a home. No basketball hoops shall be attached to a home and any portable basketball hoops, No basketball hoops in the front yard must be stored inside the Home. No tennis, basketball or pickle ball courts are permitted within lots.

The playhouse/playground unit maximum size should not exceed ten feet (10') high, eight feet (8') deep and (19') wide. The playhouse/playground unit location must be a minimum of six feet (6') from the rear of the property line and must not interfere with the drainage of the lot or the neighbor's lot. All Playhouse/Playground units must be submitted prior to installation for approved with the required drawings, colors, location and information to the ACC.



Not Allowed

- Basketball hoops in the front yard.
- Permanent playground equipment outside of building setbacks.
- Trampolines without landscape hedge or fence to screen full height.
- Bright colors.
- Unfinished materials/raw wood.

Trampolines

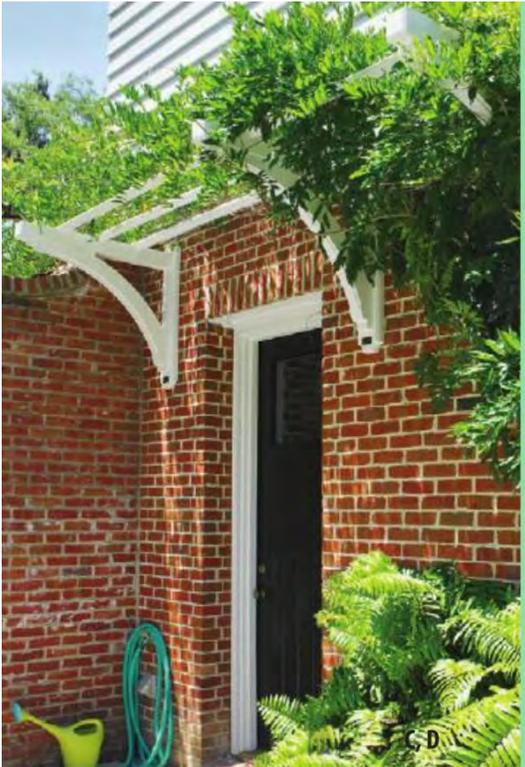
The maximum size for a trampoline may not exceed fifteen feet (15') in diameter and is required to have safety enclosures. Trampoline must be secured with four (4) ground screw anchors with a minimum length of nine inches (9"). The location of the trampoline is required to be a minimum of eight feet (8') from the rear property line. All trampoline requests must be submitted to the ACC for approval prior to installation. Submittals must include a survey denoting the location, as well as written and pictorial specifications. Should the lot not be fully enclosed with six foot (6') tall privacy fencing, landscaping will be required to soften visual impact of the trampoline.

Exterior Hardscape and Yard Furnishings

As previously mentioned, the theme of the community is to promote a “coastal vernacular” predominately from the Northeastern United States, i.e. New England. Therefore the exterior hardscapes should replicate that vision as it relates to fencing, arbors, trellis, window boxes, front porch railings, etc. and the builders are encouraged to incorporate some of these aspects in the homes as well as the exterior yard treatments. It is also encouraged that these products be made from PVC materials offering durability and resistance to rot. Designers shall utilize these types of outdoor improvements in creating outdoor living spaces. The following images are examples of what these hardscapes may look like.



Exterior Hardscape and Yard Furnishings (cont.)



Shade Structures

All proposed Shade Structures, including but not limited to, Pergolas and Gazebos, must have detailed drawings and a proposed site plan with dimensions submitted to the ACC for review and consideration.

Definitions:

Gazebo - a freestanding solid roofed structure that is open on all sides

Pergola - a structure consisting of vertical posts supporting an open lattice of girders & cross rafters

Shade Structures should meet the following minimum design criteria for consideration:

- Structures are subject to all required government approval and must meet local building codes
- Overall Size shall not exceed 260 square feet of covered roof area
- Overall Width should not exceed 16 feet in either direction as measured from the outermost edge of roof
- Overall Height should not exceed 12 feet above finished grade with a maximum eave height of 8 feet
- Location of structure should be placed within property setbacks and avoid any utility easements
- Location of structure should provide a minimum of 5 feet separation from main house
- Location of structure should be to the rear of the dwelling no further forward than the rear wall of the dwelling
- Structure should be screened from neighboring views with a min. 3 ft tall continuous hedge and landscaping
- Structure should be made of Painted Aluminum, Stained or Painted Wood, or Cellular PVC
- Structure should be designed using the examples shown below and match the architectural style of the main house
- Roof (if applicable) should be made of Asphalt/Composite Shingle, Metal, or Cedar Shakes (even though they require more maintenance due to the damp Florida weather)
 - Roof materials consisting of Plastic, Fiberglass, or Fabric/Cloth are prohibited
 - Roof Color should be Black or Brown
- Walls are prohibited, including Fabric Curtains, Drapes, or Screens
- Due to inherent characteristics of Lake Lots; all accessory structures shall be evaluated on a case-by-case basis and will likely have additional limitations (not listed here) to be determined at the time of review.



Examples of acceptable Shade Structures, assuming they match the main house



Examples of unacceptable Shade Structures

Prohibited Shade Structures: Cabanas, Canopies, Shade Sails

Definitions:

Cabana - a freestanding roofed structure that has walls on all three sides

Canopy - a temporary shelter usually with a cloth roof and metal frame (similar to a tent)

Shade Sail - a flexible membrane or cloth tensioned between several anchor points

For Trellises and Arbors see section "Exterior Hardscape and Yard Furnishings"

Definitions:

Trellis - a frame of latticework used as a screen or as a support for climbing plants

Arbor - a shelter shaped like an arch over which vines grow

Side Yard Sidewalks

All proposed Side Yard Sidewalks must have detailed drawings, a proposed site plan with dimensions, and material sample submitted to the ACC for review and consideration.

Definitions:

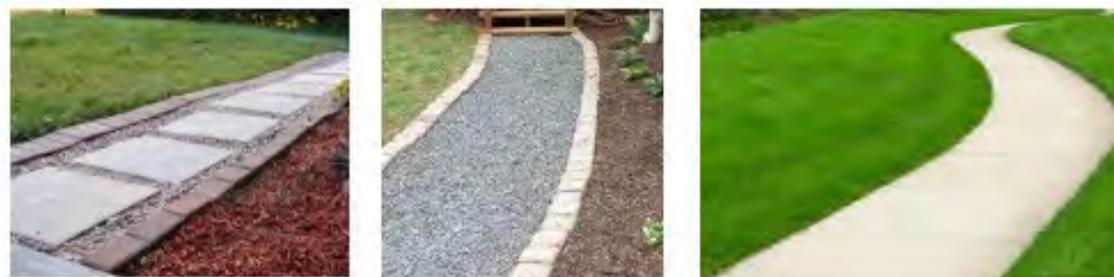
Side Yard - a yard extending from the front wall of the building to the rear wall of the building and from the side lot line of such lot to the nearest wall of the primary dwelling on such lot

Side Yard Sidewalks should meet the following minimum design criteria for consideration:

- Sidewalks are subject to all required government approval and must meet local building codes
- Overall sidewalk width shall not exceed 3 feet as measured at its widest point
- Location of sidewalk should be placed within property setbacks and avoid any utility easement conflicts
- Location of sidewalk should provide a minimum of 2.5 feet green space separation from main house
- Location of sidewalk should provide a minimum of 4 feet setback separation from side lot line
- Sidewalk should be constructed so as not to impede the natural flow of water and should avoid creating a condition where water would pool or stand
- Sidewalk should be constructed so as not to cause water to be directed on to any neighboring property
- Sidewalks or Paths should be made of clay brick pavers, concrete brick pavers, or steppingstones
 - Submit color and style of materials for review
- Sidewalks or paths constructed of gravel, pebbles, rubber mulch, or other inorganic materials are prohibited
- Sidewalks or paths constructed of continuous concrete are prohibited.



Examples of acceptable Sidewalks, assuming they compliment the main house



Examples of unacceptable Sidewalks

Mailboxes

Standardized pre-designed mailbox kiosk shall be provided by the Developer for each neighborhood. The builder shall be provided with a key to the respective unit.

House Numbers

The style, color and location of street numbers to be placed on the house shall be located prominently on the front and in accordance with St. Johns County Fire Department requirements. These must be individual plastic numbers, or a plaque approved by ACC are allowed. Rectangular metal letters are not allowed.



Decorations

No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the community without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the front yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the home and upon the lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (*e.g.*, unacceptable spillover to adjacent home).

Signs and Flags

No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (*e.g.* permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 18" x 24". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of the Community in which Lots have not been fully built out while the Developer or any Builder holds any Homes for sale in the ordinary course of business in such portion of the Community. No sign may be placed in the window of a Home, Developer and Builders are exempt from this Section. No inground flagpoles (except to the extent permitted in Section 720.304(2)(b), Florida Statutes or if installed by Developer or a Builder) shall be permitted within the Community unless written approval of the ACC is obtained. All Flag Poles must be galvanized steel or aluminum and must be set in concrete. No Telescoping or retractable poles are allowed. Notwithstanding the foregoing, flags which conform to the provisions of Section 720.304(2)(a), Florida Statutes, together with flags no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three-foot (3') pole and attached at a forty-five degree (45°) angle from the Home. The American flag is the only flag that is allowed on this three-foot pole.

Fuel Storage

No fuel storage shall be permitted within the community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration. In these particular allowed cases, tanks must be buried and approved by the ACC.

Docks on Beacon Lake

Lot owners who are permitted to install a Dock should contact the Beacon Lake Community Association, Inc. and apply for a Dock pursuant to the Association's policies and rules. For aesthetic and spacing reasons, the District's Board has approved only the following Lots for Docks (i.e. **no other Lots may have Docks installed on the District's lakes**):

Lots 159 and 161, in Beacon Lake Phase 1, according to the Plat thereof recorded in Map Book 89, Page 53, of the public records of St. Johns County, Florida.

Lots 230, 233, 235, 237 and 239, in Beacon Lake Phase 2C, according to the Plat thereof recorded in Map Book 100, Page 21, of the public records of St. Johns County, Florida.

Lots 43, 45, 47, 50, 52, 54, 65, 69, 71, 74, 76, 82, 85, 87, 90, 96, 99, 102, 106, 109, 111, 113 and 115, in Beacon Lake Phase 3A, according to the plat thereof recorded in Map Book 101, Page 78, of the public records of St. Johns County, Florida.

Permissible docks are allowed only on the central Beacon Lake based on the Master Approved Beacon Lake Dock Design Construction Plans and following design guidelines:

- Only "T" docks are permitted with a 4' wide walkway out to an 8'x16' platform per home. Docks may not exceed more than 30' into lake from top of bank.
- No permanent improvements can be added such as deck boxes, boat racks or other vertical fixtures. Benches may be added based on approval of the ACC.
- Covered pavilions on the dock are not allowed.
- Retractable ladders are allowed on the rear side of the platform facing the home.
- The only permanent furniture allowed will be white Adirondack chairs.
- Docks must be constructed of natural or composite wood with sealer on all vertical and horizontal surfaces.
- Low level LED docks lights are the only permitted light source.
- Railings are allowed but only black rope sway of 1.5" diameter.
- Docks must be constructed in accordance with St. Johns County Building Code and designed by registered Florida structural engineer.
- Docks are allowed "subject to all required governmental approvals".

Casualty Destruction to Improvements

In the event that a home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the homeowner thereof shall either commence to rebuild or repair the damaged home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged home or improvement and restore or repair the home as set forth in these guidelines herein and as approved by the ACC. As to any such reconstruction of a destroyed home or improvements, the same shall only be replaced as approved by the ACC.

Fencing

While it is the goal of the developer to discourage the extensive use of fencing within the community, it is understood that fencing is desirable to meet the needs of some residents. All lots are encouraged to plant a hedge line for privacy using the same setback guidelines as a fence. Therefore, certain fencing will be allowed. ALL FENCING IS SUBJECT TO APPROVAL OR DENIAL BY THE A.C.C.

It is preferable that fences do not function as property line markers but can be used (where approved) to define exterior spaces as well as to screen undesirable uses. Landscaping may be required to minimize and soften the appearance of the fence. Fences may not restrict access to dedicated easements or to utilities and their above and below ground appurtenances.

Fence Styles

There are (3) styles of fencing allowed within Beacon Lake. These styles would be:

Style 1: Decorative (white) vinyl, aluminum or PVC picket fence used as an accent feature in the front or side yard (on corner lots). These fences may be a maximum height of 36" and represent a New England style character. Optional colors may be allowed but must be approved by the ACC. This style is represented in the adjacent photos and is allowed in all lot types. Stained or unpainted wood fencing will not be approved for accent fencing. Any front yard fencing must be no more than 40% opaque and must stop 50% back from front of the dwelling.

Style 2: In rear yards, of type A and B lots, fencing must be Wellington Style aluminum fencing; four-foot (4') tall, black, two (2) rail, flat top, Aluminum Fencing. Rear yard fencing can be no more than 40% opaque on lot types A and B. Type C lots, will have fencing as described in style 3. All standard lots and corner lots on the lake and those that back up to the parkway are restricted to only Wellington Style aluminum fencing for rear yards. If your neighbor already has a fence along the rear property line, then you must align your "rear lot line" fence with theirs.



Style 3: Lexington Style, six-foot (6') high vinyl privacy fencing (no lattice top), tan in color, flat top and with the New England caps, for entire rear yard of Type C Lots - with option for Style 2 Fencing (4' aluminum) or four (4') high vinyl privacy fencing (no lattice top) tan in color on rear property line abutting Conservation lands. Fencing must occur 50% back from the front of the home. All vinyl fencing seen from the road (as defined by the ACC) must have a landscape hedge minimum 36" high at planting for that portion facing the road. Landscaping is required to be installed and maintained to minimize the impact of the fencing. This strip of land shall be planted with a hedge of 7-gal shrubs, 24" minimum height at planting time and spaced at 24" o.c. The ground shall incorporate mulch around the plants and a strip of groundcover.

In Corner Lots, fencing along the street side property line of corner lots shall be set back five (5) feet. This strip of land shall be planted with a hedge of 7-gallon shrubs, 24" minimum height at planting time and spaced 24" o.c. The ground shall incorporate mulch around the plants and a strip of groundcover adjacent to the sidewalk, if any. This type of fencing setback shall apply to all models, including courtyard homes.



Conservation and Preserve Lots

Side and rear yard fences should align with neighboring fences whenever possible. Conservation and Preserve lots however may at times require alternative rear fencing alignment due to irregular lot perimeters, lot grade, terrain, topography, safety, or other conditions. Owner must request such alternative alignment and provide reasoning for same.

Setbacks: The front face of a front yard fence must be placed between 6" to 2 1/2' behind the property line. On a corner lot, side yard fencing must be placed a minimum of 5' behind the property line. If your neighbor already has fence that occurs at the midpoint of their home, you must align your fence with theirs. If your neighbor's fencing is aligned with the rear of their home, you may move your fence forward to the mid-point of your home or align with theirs. All rear yard fencing may be placed on the property line. Fencing and landscaping placed within side yard utility easements are subject to disturbance by utility companies not under the control of the ACC. In no case shall fences be installed within lake maintenance easements as identified on the plat. Restoration of any disturbances is the responsibility of the homeowner. All fencing is required to be set back 50% of the home in all conditions. In no case shall side yard fences of any type exceed this point without ACC approval.

Fencing Allowances:

Front Yard: Style 1 fence only

Side Yard: Style 2 or 3 (must occur beyond mid-point of home: 50% from front to back of home) Style 1 allowed on corner lots but must be set back 5' from property line

Rear Yard: Style 2 or 3 (depending on lot type)

Not Allowed

- Stucco or masonry perimeter walls.
- Double fences between neighbors.
- Shadow Box Fencing
- Chain Link fencing or dog runs
- Stained or unpainted wood fences

Entry Walks and Driveways

In all cases with front load garages, the front door and porch will be connected to the driveway and is encouraged to connect to the sidewalk with a minimum of a 3' sidewalk. Walkways and driveways are to be constructed of concrete, decorative stamped concrete, concrete pavers or brick which are subject to approval of ACC.

On front load homes with front facing garages, driveways shall not exceed beyond the side planes of the garage. On front load homes with side entry garages, it is encouraged that driveways do not extend beyond the side plane of the garage.

Appropriate

- Salt rock finish, concrete, decorative stamped concrete, concrete paver or brick walks and driveways.
- Direct connection to sidewalks.

Not Allowed

- Gravel or shell walks and driveways.
- Any applied top coating.
- Asphalt.

Sidewalks

The installation of the sidewalk in the front of each designated house (located in the street right of way) is the responsibility of each home builder. The Developer will provide the builder with specifications for the sidewalk.

Driveway Extensions

Any driveway widening or extension shall not exceed the sidewalls of the garage. Widening of drives will employ the same material and finish as the existing driveway surface. The widening of such driveways with paver stones is prohibited. Driveways however may be widened with paver stones, provided the entire driveway is surfaced with matching pavers. Should a sidewalk cross a driveway, such sidewalk shall not be surfaced with pavers. All sidewalks must remain in their natural state, maintaining their original surface and finish.

Service Areas & Equipment

Where possible, meters should be located for easy access but screened from street or neighbor views with landscaping or architectural screening as described in the landscape guidelines. Outdoor mechanical equipment, including pumps, should be shielded from view and directed so noise does not affect neighboring property. Placement of mechanical equipment and associated landscaping shall not interfere with yard drainage.

Satellite dishes over 18" in diameter are not permitted. Satellite dishes are not allowed on roofs or on the front of the home and shall not be visible from the street.

Trash receptacles, air conditioning units, pool equipment or other mechanical equipment must be fully screened by a fence or landscape that is compatible with the building's material and style or by landscaping. This equipment must be located beyond the mid-point of the home towards the rear. Any corner lots or views from the roadway deemed critical by the ACC may be required to add additional screening.

Appropriate

- Service meters, mechanical equipment, and trash receptacles grouped and shielded from view in easily accessible location (required).
- Landscaped areas to shield transformers (required).
- Landscaping to shield mechanical equipment (required).

Not Allowed

- Exposed, un-landscaped meters & services.
- Exposed mechanical equipment of any kind.
- Exposed trash receptacles.
- Satellite dishes viewed from the street.
- Satellite dishes over 18" in diameter.

General Building Construction Guidelines

General Rules for Beacon Lake Builders, Subcontractors, & Warranty Personnel

Builders and subcontractors are required to keep job sites as neat and clean as possible. Daily removal of trash and debris from the home and home site is required. Job site dumpsters are to be removed when full. Stockpiling or dumping on surrounding sites is prohibited.

Each builder is responsible for ensuring that the number and location of dumpsters is sufficient for the cleanup of each of his construction sites at the end of each day's work.

Speed limits throughout the entire community shall not exceed 25 miles per hour.

Loud radios or other loud noise will not be allowed.

No vehicles may be left in the community overnight.

Specific areas of the site contain natural marshes and wetlands. These areas are to be protected during construction from vehicles, trash and storage.

It is a goal of Beacon Lake ACC to protect the native area, including trees, where possible. Native areas and trees that are to be saved will be fenced off with temporary fence for protection. Trees are to be protected at drip line (furthest extent of branches) from construction equipment. The area within the fence shall not be used for materials storage, cleaning of equipment or vehicles, parking, or any other construction related activity. The builder or general contractor will be held responsible for tree and native area protection.

The builder will be responsible for providing on site toilet facilities for workers.

Hours of operation will be posted by the Developer and subject to change.

Comprehensive Design Review Checklist

Beacon Lake Design Review Coordinator will review all development proposals for conformance to the Design Guidelines. Each submittal should reflect the design intent for the Beacon Lake community objectives. Below is a general checklist to be used as a reminder for the builder's design team, ensuring all elements are considered and addressed on the submitted plans.

Site Development Guidelines

_____ Setbacks

_____ Grading

_____ Drainage

Landscaping Guidelines

_____ Screening/Buffering

_____ Patios

_____ General Planting Selections

_____ Minimum planting requirements

_____ Exterior Lighting

Fencing Guidelines

_____ Required Styles

_____ Approved Locations

_____ Privacy Screening

_____ Pool Fencing

_____ Service Area Screening

_____ Appropriate Materials

Architectural Design Guidelines

_____ Character & Style

_____ Building Massing

_____ Roof Design

_____ Pitch/Shape/Overhangs

_____ Building Entries

_____ Porches, Columns, Rails

_____ Finish Materials

_____ Walls, Roof, Colors

_____ Windows & Doors

_____ Garages

_____ Details

_____ Shutters, Trim, Muntins,

_____ Mouldings, Accent Areas

_____ Chimneys

_____ Mechanical Equipment

_____ Multi Family Accessory Structures

_____ Pool Screen Cages

Design Review Application

This form must be completed and submitted with the plans to the Design Review Coordinator for review. Upon completion of the review, a set of plans with approval or comments shall be returned to the builder. Any required revisions must be resubmitted for review.

Date _____ Quadrant # _____

Lot # _____ Block # _____

Street Address _____

Owner/Builder _____

Address: _____ Phone: _____

Engineer: _____

Address: _____ Phone: _____

Architect: _____

Address: _____ Phone: _____

Landscape Architect: _____

Address: _____ Phone: _____

Submittal Requirements:

___ \$250.00 application fee (payable to the Developer).

___ Proposed building plans, including front, sides and rear elevations:

Front elevation denoting architectural style required elements and appropriate number of suggested elements (1/4" scale minimum)

___ Site plan & traffic circulation (1" = 10' scale minimum)

___ Proposed grading & drainage plans (1" = 10' scale minimum)

___ Landscape/irrigation plans (1" = 10' scale minimum)

HOME DESCRIPTION: Number of bedrooms _____
Number of bathrooms _____

SETBACK _____	SQUARE FEET _____
Front (from curb) _____	Ground Floor _____
Rear (from structure) _____	Additional Floors _____
Rear (from pool) _____	Garage Size _____
Rear (from deck) _____	Total Area _____
Sides _____	Total A/C Area _____

Building Height: _____

Design style of structure (specify materials): _____

Plans include a pool? YES _____ NO _____

Pool specifications, including materials, color: _____

Plans include a screen enclosure? YES _____ NO _____

Enclosure specifications, including materials and color of screen enclosure: _____

Please indicate color paint chips and samples of exterior materials, if available.

MATERIAL SPECIFICATIONS:

Driveway Material _____
Finish _____
Color _____

Decks/Patios Material _____
Color _____

Roof Material _____

Color _____

Fascia & Soffit Material _____

Color _____

Exterior Walls Material _____

Finish _____

Color _____

Exterior Trim Material _____

Finish _____

Color _____

Shutters Material _____

Finish _____

Color _____

Chimney(s) Material _____

Color _____

Window Trim Color _____

Exterior Door Color _____

Stone or Rock Photo _____

Mortar _____

Color _____

Exterior Lighting Cut Sheets _____

Fences or Walls (Please give full specifications of materials, etc.)

All plans submitted and approved are subject to further approval by any applicable regulatory agencies.

Design Review Approval/Denial Form

Name of Design Review Coordinator: _____

Address: _____

Name of Builder/Owner: _____

Mailing Address: _____

Property Address: _____

Date Submitted: _____

Please Check the Appropriate Box:

Developer has reviewed the plans and APPROVE them without comment.

Developer has reviewed the plans and require a response to the comments on the page(s) attached hereto.

Developer has reviewed the response to previous comments from the Builder and APPROVES the plans.

Developer has reviewed the response to previous comments from the Builder and DENIES the plans.

Design Review Coordinator Signature

Date Approved/Denied