

RESOLUTION NO. 85-115
RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN/PRELIMINARY PLAT
FOR PLANTATION AT PONTE VEDRA
(PREVIOUSLY MICKLERS LANDING)
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE 84-35

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY FLORIDA:

Section 1: Pursuant to a letter request dated July 18, 1985,
submitted by Landvest, Ltd. in accordance with Section 8-3 of the
St. Johns County Zoning Ordinance, and subsequent review and
approval by the St. Johns County Planning and Zoning Agency, the
Final Development Plan/Preliminary Plat attached hereto as
Exhibit A is hereby approved in reliance upon, and in accordance
with, the representations and statements made in the written
submission statement attached hereto as Exhibit B *all of which
are incorporated by reference herein.*

ADOPTED this 27th day of August, 1985.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Ray Walker*
Chairman

Attest: Carl "Bud" Markel, Clerk

By: *Cheryl Kert*
Deputy Clerk

FINAL DEVELOPMENT PLAN/PRELIMINARY PLAT
PLANTATION AT PONTE VEDRA - UNIT ONE
(FORMERLY MICKLERS LANDING)
PUD ORDINANCE 84-35

UNIT ONE
SINGLE FAMILY LOTS

EXHIBIT B
TO THE RESOLUTION

LANDVEST, LTD.
AUGUST 6, 1985

IN ACCORDANCE with the procedure established in Section 8-3, "Implementation of a PUD", the attached Final Development Plan/Preliminary Plat prepared by BESSENT, HAMMACK & RUCKMAN, INC., the Covenants and Restrictions, and the following text regarding compliance with Section 8-4, are submitted for your consideration.

A draft of the Declaration of Covenants and Restrictions for Unit One at the Plantation identified as Exhibit D to the Resolution, is provided with this submission in support of the request for Final Development Plan and Preliminary Plat approval. The draft of the Declaration is included to illustrate generally how maintenance of common areas, etc., and general controls will be effected.

8-4-1 Density of Development.

The total ground area occupied by residential buildings and structures shall not exceed 35 percent of the total ground area of the Plantation PUD devoted to residential use.

8-4-2 Open Space

There are no specific areas within the confines of the Final Development Plan boundary designated as open space. Therefore, this section does not apply.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction.

All development which is to occur within the Property will comply with the spirit and intent of the Zoning Ordinance. There will be no more than 127 residences on the Property. Establishment of specific setback lines are as follows: a 25-foot front setback line, a 7.5-foot side setback line, a 25 rear setback line and a 35-foot side setback line for corner lots on the road side. (The Architectural Review Board may modify the setback requirements for tree preservation or maintenance of overall aesthetics.) A resident may be located wholly within a single platted lot or on a combination of platted lots.

The minimum lot size will be 120 feet by 120 feet for single family lots.

8-4-4 Project Size.

The Plantation PUD consists of more than 20 acres.

8-4-5 Support legal Documents for Open Space.

The Covenants and Restrictions of the Plantation Owner's Association, Inc., which apply to the lake areas, the rights-of-way, and all other open space which is located elsewhere in the PUD, assure adequate management and maintenance of the common property.

- a. The Covenants and Restrictions provide for the conveyance of title to the common property to, and ownership by, the homeowners association, a duly constituted and legally responsible community association.
- b. The Covenants and Restrictions, appropriately limit the use of the common property.
- c. The Covenants and Restrictions assign responsibility for management and maintenance of the common property to the homeowner's association.

- d. The Covenants and Restrictions places responsibility for enforcement of the covenants contained therein upon the homeowner's association.
- e. The Covenants and Restrictions permits the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

As graphically depicted on the Final Development Plan/Preliminary Plat, each lot is provided vehicular access within the subdivision via the rights-of-way owned by the Plantation Owners.

8-4-7 Privacy

Each dwelling unit will be provided visual and acoustical privacy. Landscaping shall be required as stated in the Covenants and Restrictions for the protection and aesthetic enhancement of the property.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore, the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically below:

9-1-1 Drainage

The general drainage plan for the Property so as to prevent damage to abutting parcels and streets is graphically depicted on the Plan. Specific drainage plans for each lot upon which a residence is to be constructed will be consistent with the general drainage plan.

9-1-2 Separation from Walkway and Street

Each unit will provide the required off-street parking. No combined off-street parking and loading facilities will be constructed on the Property.

9-1-3 Entrances and Exits

The location and design of the entrances and/or exits to all streets will be in accordance with County specifications.

9-1-4 Interior Drives

As shown on the Final Development Plan/Preliminary Plat, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Final Development Plan/Preliminary Plat, there will be no parking spaces in lots of more than ten.

9-1-6 Lighting

Lighting within the Property will meet or exceed minimum lumens of 100-watt high pressure sodium fixture lights affixed 16 feet above the roadway and 300 feet on the center.

9-1-7 Screening

Section 9-1-7 is inapplicable since there will be no parking spaces for ten or more vehicles in any one location on the Property; however, landscaping will be required.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve.

9-3-1 Off-Street Parking; Numbers Required

The Property will be used for single family residential lots or one single family residence per lot. Therefore, in accordance with Subsection "d" of 9-3, at least one off-street parking space will be provided per dwelling on the same parcel it is intended to serve. This space, located within the driveway for the residence, is in addition to the parking spaces allowed for in the garage.

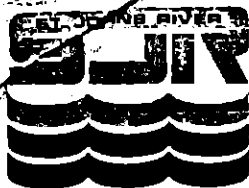
9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

- c. The Final Development Plan/Preliminary Plat illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for fire fighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries, and debris removal. Location of the fire hydrants and water and sewer lines serving the Property are also depicted on the Final Development Plans/Preliminary Plat.
- d. All utilities serving the Property, including telephone, power, cable television, sewer lines, and water lines, will be installed underground. Also shown on the Final Development Plan/Preliminary Plat are general drainage arrows to the lake from the lots facilitating proper drainage of storm waters and preventing erosion and the formation of dust.
- e. Specifications for all streets and roadways depicted on the Final Development Plan/Preliminary Plat, although private, shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners.

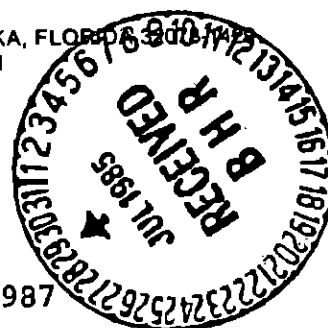
BESSENT, HAMMACK & RUCKMAN, INC.


Wayne C Reed



**WATER
MANAGEMENT
DISTRICT**

POST OFFICE BOX 1429 • PALATKA, FLORIDA 32909
904/328-8321



July 23, 1985

CERTIFIED MAIL: P148 956 987

LANDVEST LTD
1300 GULF LIFE DRIVE
JACKSONVILLE, FL 32207

RE: Notice of Board Consideration of Permit Application Number
4-109-0027A in St. Johns County

The staff of the St. Johns River Water Management District has completed its review of the above-referenced application and will recommend approval to the District Governing Board. A copy of the Technical Staff Report is enclosed for your review.

Any objections received are provided to assist you in preparing your presentation to the Governing Board. The staff recommendation, your presentation, and any objections will be considered in the Board's final permit decision.

A Public Hearing on the proposed issuance of this permit is not required and will occur only if a request is received. You will be notified should other objections arise. Should you wish to seek modification of the Technical Staff Report or Conditions, you must notify the District in writing at least seven days prior to the date noted below, stating the nature of the information you wish to present. If you have no objection to present to the Board, your presence is not necessary. But you are welcome to attend.

The Governing Board will consider your application at 3:00 p.m. August 13, 1985 or as soon thereafter as it may come onto be heard at: ~~St. Johns River Water Management District Headquarters,~~ Hwy. 100, Palatka, FL 32078.

Sincerely,

Dannise T. Kemp
Dannise T. Kemp, Director
Division of Records

DTK:gg

cc: District File
LAWRENCE CRAWFORD

IDWAL H. OWEN, JR.
Chairman - Jacksonville

MICHAEL BRADDOCK
Vice-Chairman - Pierson

LYNNE CAPEHART
Secretary - Gainesville

RALPH E. SIMMONS
Treasurer - Fernandina Beach

FRANK X. FRIEDMANN, JR.
Jacksonville

FRANCES S. PIGNONE
Orlando

JIM T. SWANN
Cocoa

KELLEY SMITH, JR.
Palatka

JOHN L. MINTON
Vero Beach

HENRY DEAN
Executive Director

ENGINEER COMMENTS: APPLICANT PROPOSES TO CONSTRUCT THE FIRST PHASE OF THE PLANTATION, FORMERLY MICKLER'S LANDING, WHICH RECEIVED CONCEPTUAL APPROVAL PERMIT 4-109-0009C ON JANUARY 7, 1985.

APPLICANT PROPOSES TO CONSTRUCT AN 18 HOLE GOLF COURSE, ALL STORMWATER LAKES, A STORMWATER PUMP STATION AND OUTFALL CANAL, 127 LOTS WITH ROADS AND UTILITIES LOCATED IN THE NORTHEAST PART OF THE PROPERTY, A RECEPTION CENTER, GOLF CLUB, AND MAINTENANCE FACILITY.

THE PROPOSED PROJECT WILL DISCHARGE DIRECTLY INTO THE INTRACOASTAL WATERWAY, THEREFORE THERE IS NO PEAK RATE OF DISCHARGE CRITERIA. THE APPLICANT HAS PROVIDED SUFFICIENT DETENTION WITH FILTRATION AT THE GOLF COURSE AND AT THE PUMP STATION TO SATISFY 17-25 REQUIREMENTS. THE PROJECT WILL DRAW DOWN THE WATER TABLE APPROXIMATELY ONE TO TWO FEET OVER THE ENTIRE PROPERTY, BUT STAFF ANTICIPATES NO ADVERSE EFFECTS DUE TO THIS DRAWDOWN.

AS PART OF THE PROPOSED PROJECT, A PORTION OF STATE ROAD 210 (OLD PALM VALLEY ROAD) WILL BE RELOCATED BY ST. JOHNS COUNTY.

THIS PROJECT HAS BEEN REVIEWED UNDER CHAPTER 40C-4, F.A.C. IMPLEMENTED DECEMBER 7, 1983.

RECOMMENDATION: APPROVAL

CONDITIONS FOR APPLICATION NUMBER 4-109-0027A:

GENERAL (SEE CONDITION SHEET): 1 - 7

OTHER CONDITIONS:

1. All construction must be complete by August 13, 1990.
2. Prior to construction, copies of all applicable FDER 17-4 and 17-25 permits or exemptions must be submitted to the District.
3. The side slopes of the existing and proposed parts of the discharge canal, lake side slopes, and retention/detention areas must be seeded and mulched, or sodded, and must have a substantial vegetative cover established prior to any discharge from the pump station.

4. This resort includes construction of the following:
 - a) Phase I, consisting of 127 lots, utilities; and roads
 - b) 18 hole golf course
 - c) All lakes per plans dated as received by the District on June 17, 1985
 - d) Road clearing and rough grading as necessary to construct lake inter-connections
 - e) Stormwater pump station and outfall ditch
 - f) Reception center, golf club, and maintenance facility
5. Prior to the occupancy of any home, the stormwater pump station must be fully operable. Applicant must notify the District within 14 days of the completion of the pump station.
6. Hay bale filters must be placed wherever the possibility of suspended solids entering the stormwater management system exists or is created.

MILLER HUPALO

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GENERAL CONDITIONS
Management and Storage of Surface Waters

RULE IMPLEMENTED DECEMBER 7, 1983

1. Prior to lot or unit sales, or construction, whichever occurs first, the District must receive the Permittee's proposal of an entity to be responsible for operation and maintenance of the permitted system. With the designation of the proposed entity, the District must also receive a draft document enumerating enforceable affirmative obligations on the entity to properly operate and maintain the system for its expected life. The draft document may consist of a showing of compliance with the requirements of a public body that will result in that body's acceptance of the system for maintenance; articles of incorporation for a condominium or homeowner's association; plat or deed restrictions apportioning maintenance responsibility; or in the event the property is being developed for a corporate permittee's corporate use without contemplating sales of lots or units, a letter signed by the corporate officer authorized to bind the corporation stating the corporation's acceptance of permanent maintenance responsibility. Prior to the District's acceptance of a completed system, the submitted document must be approved by the District and recorded, if the latter is appropriate. Failure to submit the designated entity and the appropriate document will result in the permittee remaining personally liable for carrying out maintenance and operation of the permitted system.
2. All construction, operation and maintenance shall be as set forth in the plans, specifications and performance criteria as approved by this permit.
3. District authorized staff, upon proper identification, will have permission to enter, inspect and observe the system to insure conformity with the plans and specifications approved by the permit.
4. Turbidity barriers must be installed at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the proposed work. Turbidity barriers must remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee will be responsible for the removal of the barriers.

5. The operation phase of the permit shall not become effective until a Florida Registered Professional Engineer certifies that all facilities have been constructed in accordance with the design approved by the District. Within 30 days after completion of construction of the surface water management system, the permittee shall submit the certification or one set of plans which reflect the surface water management system as actually constructed and notify the District that the facilities are ready for inspection and approval. Upon approval of the completed surface water management system, the permittee shall request transfer of the permit to the responsible entity approved by the District.
6. If any other regulatory agency should require revisions or modification to the permitted project, the District is to be notified of the revisions so that a determination can be made whether a permit modification is required.
7. Within thirty (30) days after sale or conveyance of the permitted surface water management system or the land on which the system is located, the owner in whose name the permit was granted shall notify the District of such change of ownership. Transfer of this permit shall be in accordance with the provisions of Chapter 373, Florida Statutes, and Chapters 40C-4, 40C-40, and 40C-41, Florida Administrative Code. All terms and conditions of this permit shall be binding upon the transferee.

NOTICE OF RIGHTS

1. A party whose substantial interests are determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District) within 14 days of receipt of notice of the District's intent to grant or deny a permit application by mailing it to the District or by presenting the written petition at the District Governing Board meeting in which action is proposed to be taken regarding the application, whichever is later.

2. A party whose substantial interests are determined has the right to request an administrative hearing by filing a written petition within 21 days of receipt of notice of final District action on a permit application, if the Governing Board took action inconsistent with the notice of intent to grant or deny the permit application, or if that substantially interested party did not receive notice of the District's intent to grant or deny the permit application.

3. A substantially interested party has the right to a formal administrative hearing pursuant to Section 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for a formal hearing must comply with the requirements set forth in Section 28-5.201, Florida Administrative Code, and Section 40C-1.11, Florida Administrative Code.

4. A substantially interested party has the right to an informal hearing pursuant to Section 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Section 40C-1.11, Florida Administrative Code.

5. Filing of a petition for an administrative hearing occurs upon delivery at the District headquarters or when the petition, properly addressed and stamped, is postmarked.

6. 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.

7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapters 40C-1 and 28-5, Florida Administrative Code.

8. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action within 90 days of the rendering of the final District action.

9. Pursuant to Section 120.68, Florida Statutes, a party 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 Fla.R.App.P. 9.110 within 30 days of the rendering of the final District action.

10. A party to the proceeding who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Land and Water Adjudicatory Commission (Commission) by filing a request for review with the Commission and serving a copy on the Department of Environmental Regulation and any person named in the order within 20 days of the rendering of the District order. However, if the order to be reviewed is determined by the Commission within 60 days after receipt of the request for review to be of statewide or regional significance, the Commission may accept a request for review within 30 days of the rendering of the order.

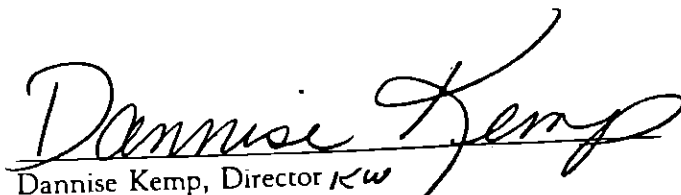
11. A District action or order is considered "rendered" after it is signed by the Chairman of the Governing Board on behalf of the District and is filed by the District Clerk.

12. Failure to observe the relevant time frames for filing a petition for judicial review as described in paragraphs #8 and #9 or for Commission review as described in paragraph #10 will result in waiver of that right to review.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been furnished by U.S. Mail to
Landvest Ltd
1300 Gulf Life Drive
Jacksonville, FL 32207

at 4:00 pm this 26th day of July, 19 85


Dannise Kemp, Director *rw*
Division of Records
St. Johns Water Management District
Post Office Box 1429
Palatka, FL 32078-1429
(904) 328-8321

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND LIMITATIONS
FOR
THE PLANTATION

THIS DECLARATION, made this _____ day of _____, 1985, by _____, Inc., a Florida corporation, hereinafter referred to as "Declarant," recites and provides:

RECITALS

A. Declarant is the owner of that certain real property (the "Property") located in St. Johns County, Florida, and more particularly described in Exhibit A attached hereto and made a part hereof. The Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property, and to promote the recreational interest, health, safety and social welfare of each owner of a portion of the Property.

B. It is the intention and desire of Declarant to develop the Property, and Additional Properties to be submitted later by Supplemental Declaration, as neighborhoods of single family residences. Homes within the Property may be of different styles, including detached residences, manor homes, homes with one or more common walls, townhouses or other types of homes, all of which shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. To provide for the preservation and enhancement of the Property and for the maintenance of the Property and the improvements thereon, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property while serving the special needs of the various neighborhoods, Declarant deems it desirable to create a non-profit association assisted and advised by neighborhood committees. The association is to have the power and duty of administering and enforcing the easements, covenants, conditions, restrictions and limitations hereinafter set forth, of maintaining and administering the Common Areas, as hereinafter defined, and collecting and disbursing the assessments hereinafter created.

DRAFT

DECLARATION

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

ARTICLE I

DEFINITIONS

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

(a) "Additional Property" shall mean and refer to any real property added to the Property by Supplemental Declaration, which Additional Property shall then be included in the term "Property".

(b) "ARB" shall mean and refer to the Architectural Review Board, as provided in Article hereof, who shall be appointed by the Association.

(c) "Association" shall mean and refer to The Plantation Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The form of the initial Articles of Incorporation for the Association are attached hereto and designated as "Articles of Incorporation".

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

(e) "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(f) "Bylaws" shall mean and refer to the Bylaws of the Association. The form of the initial Bylaws are attached hereto and designated "Proposed Bylaws".

(g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas shall include the Recreational Amenities, maintenance areas, Common Roads, parking lots, walkways, jogging trails, bike paths, golf cart paths, street lighting, signage, lagoons, ponds and watercourses. The Common Areas at the time the first Parcel is conveyed to an Owner other than Declarant are those tracts and parcels of land designated as Common Areas on the Site Plan. The Common Areas are not dedicated for use by the general public.

(h) "Common Roads" shall mean and refer to the roads located within the Common Areas which roads shall not be dedicated to the public except as herein provided.

DRAFT

(i) "Declarant" shall mean and refer to _____, Inc., a Florida corporation, its successors and assigns, or to any successor or assign of all or substantially all of its interests in the development of the Property. The Declarant may also be an Owner for so long as the Declarant shall be record owner of any Parcel as defined herein.

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

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

(l) "House" shall mean and refer to any single family residential dwelling constructed or to be constructed on or within any Parcel, whether detached or attached in a townhouse style or other manner.

(m) "Interior Enclosed Area" shall mean and refer to any portion of a Yard that is shielded from the view of adjoining Parcels or Common Roads that adjoin the Property by reason of a privacy wall.

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

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

(p) "Neighborhood" shall mean and refer to any group of Parcels defined as a Neighborhood in this Declaration or any Supplemental Declaration.

(q) "Neighborhood Assessment" shall mean and refer to an assessment required of all owners of a Neighborhood as further provided in Article VI, "Covenants for Maintenance Assessment," and elsewhere in this Declaration.

(r) "Neighborhood Committee" shall mean and refer to a group of Owners elected or appointed, as provided in the Articles of Incorporation of the Association, to serve as an advisory panel to the Association and to have such duties as provided herein, in the Articles of Incorporation, or as requested by the Board of Directors from time to time.

(s) "Neighborhood Common Areas" shall mean any Common Areas which are designated exclusively for the common use and enjoyment of Owners of a particular Neighborhood.

(t) "Neighborhood Services" shall mean and refer to services provided by the Association to a particular Neighborhood, the cost of which is assessed equally to all owners within that Neighborhood as a Neighborhood Assessment.

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

(v) "Parcel" shall mean and refer to any plot of land intended as a site for a House and shown upon any duly recorded subdivision plat of the Properties. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard.

(w) "Parcel Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate solely to that Owner's Parcel.

(x) "Plantation Club" shall mean and refer to the Plantation Club, Inc., a Florida not-for-profit corporation, its successors and assigns which is the governing body charged with operating the Recreational Amenities on the Property.

(y) "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may be added in accordance with the provisions hereof.

(z) "Recreational Amenities" shall include such recreational facilities and improvements as are from time to time located within the Common Areas, including, without limitation, a golf course, golf driving range, putting green, tennis courts, swimming pool, golf and/or tennis pro shops, locker room facilities, club house, food and beverage facilities, lagoons, jogging trails, bike paths and golf cart paths.

(aa) "Recreational Charges" shall mean and refer to all fees, rentals, food and beverage costs, and other charges which are charged to an Owner for his use, or the use by his family, tenants or guests, of the Recreational Amenities, or for the purchase of services or goods provided or sold in connection with the use of the Recreational Amenities.

(bb) "Site Plan" shall mean and refer to that certain development plan of The Plantation dated _____, 1985, ... together with any future revisions thereof or additions thereto.

(cc) "Supplemental Declaration" shall mean any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Declarant, which extends the provisions of this Declaration to additional real property and contains such complementary provisions for such property as are required by this Declaration.

(dd) "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities located outside the boundary of any Parcel and used in connection with sewage disposal, water supply and the providing of electricity, telephone, cable television and all other related services.

(ee) "Yard" shall mean and refer to any and all portions of land lying within any Parcel and lying outside the exterior walls (but not privacy walls) of any House constructed on such Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon as initially constructed by Declarant.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

DRAFT

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in St. Johns County, Florida, which is more particularly described in Exhibit A hereto.

Section 2. Neighborhoods. Neighborhoods are hereby established as follows:

(a) That property described on Exhibit _____ shall be known as _____ . Its Neighborhood Committee shall consist of _____ members.

(b) That property described on Exhibit _____ shall be known as _____ . Its Neighborhood Committee shall consist of _____ members.

Such Neighborhoods may be altered and other Neighborhoods may be established from time to time by the filing of one or more Supplemental Declarations by the Class B Member.

Section 3. Additional Property. The Declarant shall have the right, but not the obligation, for a period of thirty (30) years after the date hereof, from time to time and within its sole discretion, to annex other properties (the "Additional Property") now or hereafter acquired by it and property of others. Subject to the architectural review provisions of Article VIII, Houses constructed on the Additional Property need not be similar in appearance to existing Houses, and may be attached in a townhouse style or other manner. To the extent that such unified governance is permitted by law, Additional Properties may include properties submitted to a condominium form of ownership.

Section 4. Other Additions. Additional Property may also be annexed to the Property upon the consent in writing of Owners of a majority of the Parcels and of the Class B Member, if any, together with municipal approvals, if any, required by law.

Section 5. Supplemental Declaration. Any such additions authorized in Sections 3 or 4 shall be made in the filing of record of one or more Supplemental Declarations with respect to the Additional Property. A Supplemental Declaration shall contain the designation of Neighborhoods and any Neighborhood Common Areas within the Additional Property, the number of members in each Neighborhood Committee, the types of Neighborhood Services to be provided, if different from other portions of the Property, and any other additions to or modifications of the provisions hereof applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property that is the subject of the Supplemental Declaration. A Supplemental Declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

Section 6. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article II, (a) such additional Property shall be considered within the definition of the Property for all purposes of this Declaration, and (b) all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the Additional Property.

Section 7. Parcel Descriptions. No Parcel upon which a House has been constructed shall be further subdivided or separated into smaller parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Declarant shall have the right to modify subdivision plats of the Property if all Owners to whom Parcels on such Plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

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ARTICLE III

OWNERSHIP, MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

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

(a) Class A. Class A Members shall be all Owners, with the exception of Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person or entity holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that and for as long as more than one Member holding an interest in that Parcel lawfully seeks to exercise it.

(b) Class B. The Class B Member shall be Declarant and shall be entitled to three (3) votes for each Parcel owned within a Neighborhood as long as Declarant is a Class B member for that Neighborhood. The Class B membership for each Neighborhood shall cease ninety (90) days after the happening of either of the following events, whichever occurs earlier:

- (i) When, for that Neighborhood, the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (ii) Seven years from the recording of this Declaration or the Supplemental Declaration, as applicable, submitting that Neighborhood to the provisions of this Declaration.

ARTICLE IV

OWNER'S RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area including the Recreational Amenities which shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Articles of Incorporation, Bylaws, duly adopted Book of Resolutions and the following provisions:

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

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Area, including the Recreational Amenities and the Common Roads and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

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(c) The right of the Association to assess fines, suspend the voting rights and right to the use of the Common Area by an Owner for any period which any assessment against his Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Book of Resolutions or any infraction of the provisions of this Declaration.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area, including, but not limited to the Common Roads, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

(e) The right of the Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on the Common Area for the purpose of improvements or repairs to Association property or facilities pursuant to approval by seventy-five percent (75%) of the Class A Members at a regular meeting of the Association or at a special meeting called for this purpose.

(f) The right of the Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities.

Section 2. Delegation of Use. Any Owner may assign his right of enjoyment to the Common Area and facilities to his tenants who reside on the Parcel, subject to the provisions of this Declaration and the Bylaws and rules and regulations of the Association.

Section 3. Damage or Destruction of Common Areas By Owner. In the event any Common Area, facilities or personal property of the Association or of the Declarant, are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall make such repairs in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a special Parcel Assessment.

Section 4. Title to Common Area. The Declarant may retain title to the Common Area, or any portion thereof, until such time as it has completed the initial improvements thereto, but notwithstanding any provision hereof, the Declarant hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, not later than the date of termination of Class B membership.

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ARTICLE V

COMMON AREA AND YARDS: SERVICES TO OWNERS

Section 1. Common Area. The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Roads, the remainder of the Common Area, facilities and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Landscaping. In addition to maintenance of the Common Area, the Association shall provide routine landscaping maintenance for Yards in the Neighborhood (but not any part of such Yard within a fence or privacy wall except as hereinafter provided). This maintenance shall be performed in a manner and with such frequency as is consistent with good property management. Such maintenance shall include lawn mowing and maintenance and care of trees, shrubs, grass, and other similar green areas lying within the Yards but shall not include any other services. The cost of this landscaping maintenance shall be a Neighborhood Assessment.

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

Section 4. Other Maintenance.

(a) Owner's Responsibility. To the extent that maintenance is not provided by the Association, each Owner shall keep all parts of his Parcel in good order and repair and free of debris. If an Owner fails to maintain the Parcel in a good and attractive manner, the Association, after notice to the Owner and approval by a 2/3 vote of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, landscape and maintain any part of such Parcel. All costs related to such correction, repair or restoration shall become a Parcel Assessment.

(b) Contract for Maintenance. Upon request of an Owner, the Association may in its discretion enter into a contract for the routine maintenance of those portions of the Parcel not required to be maintained by the Association, on terms and conditions satisfactory to the Board of Directors. All costs therefor shall become a Parcel Assessment.

(c) Casualty. Except as specifically provided herein, the Association shall not be obligated to repair or restore any part of a Parcel damaged as a result of fire or other casualty.

Section 5. Contracts. The Association may contract with the Declarant, or any other party, for the performance of all or any portion of its management, maintenance and repair activities under the Declaration, as the Board of Directors may choose. In the event of any such contract, the Association shall be billed by the contractor and the costs therefor shall be included within the General Assessment, Neighborhood Assessment or Parcel Assessment, as the case may be; provided, however, that upon a majority vote of the Class A Members, all contracts concerning items that would constitute Parcel Assessments may be contracted for individually by each Owner, in which event each Owner will be billed directly by his contractor. Parcels, Yards and Houses must, in all events, be maintained in accordance with the provisions of this Declaration.

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Section 6. Security.

(a) General. The Association shall establish security procedures with respect to the Property. Such procedures may be adopted and from time to time changed by the Association as the Board of Directors chooses in its discretion.

(b) Expense. Each Owner will be obligated to pay a portion of the expenses for maintaining security within the Property. The expenses so allocated will be included within the General Assessment.

(c) No Warranty. No representation, guaranty or warranty is made, nor assurance given, that the security systems and procedures for the Property will prevent personal injury or damage to or loss of property. Neither Declarant nor the Association shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. All assessments described in this Article, together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Parcel against which the assessment is made, and shall also be the personal obligation of the person or entity who was the Owner of such Parcel at the time when the assessment was levied, and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the assessments established or described in this Article.

Section 2. Association Assessment. Each Parcel is subject to General Assessments by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and furnishing of services as set forth in this Declaration. As further described in Section 10 of this Article, the Board of Directors by majority vote shall set the annual General Assessments at a level sufficient to meet the Association's obligations, except those obligations specifically designated to be included within the Neighborhood Assessments. The Board of Directors shall set the date or dates that assessments shall become due, and may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon default in the payment of any one or more installments, the entire balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full. General Assessments shall be assessed as follows:

(a) Parcel Categories. The General Assessment assessed to each Parcel is determined by the size of the Parcel as follows:

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- (i) Category I Parcels, defined as those Parcels containing greater than _____ square feet, shall pay 125% of the amount assessed to Category II Parcels.
- (ii) Category II Parcels are those Parcels containing between _____ and _____ square feet.
- (iii) Category III Parcels, containing less than _____ square feet, but shall pay 75% of the amount assessed to Category II Parcels.

All square footages shall include any easements or setback areas within the Parcel, and shall be as stated on the plat recorded as an exhibit to this Declaration or any Supplemental Declaration.

This method is intended to adjust the Genral Assessment for the varying level of services required for Parcels of different sizes while providing an easily administered system. To permit ease of administration, no variances shall be permitted; provided, however, that the Declarant, at the time of submitting a property to this Declaration by means of a Supplemental Declaration, may, but is not obligated to, designate certain Parcels to be assessed within a category other than the one determined by the Parcel's size if at least 90% of the Parcels within that Neighborhood are assessed, by Parcel size, within the category so designated.

(b) Completion of House. The amount of the Association Assessment established in paragraph (a) shall be further modified as follows:

- (i) Owner Parcels. Each Parcel upon which construction of a House has already begun or is complete and which has been conveyed to an Owner other than the Declarant shall be assessed at the rate for that category established above.
- (ii) Undeveloped Lots. Each Parcel which has been conveyed to an Owner other than the Declarant but upon which no construction of a House has begun shall be assessed at one-half the rate for the applicable category.
- (iii) Declarant Owned Parcels. Notwithstanding any provisions to the contrary, the Declarant shall not be required to pay any General Assessment, whether annual or special for Parcels which it owns and which are unoccupied. At such time as a Parcel is occupied as a residence, the Owner thereof, whether or not the Owner is the Declarant, shall be liable for the full General Assessment. Once the Parcel has been so occupied it shall always be subject to the payment of the General Assessment.

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Section 3. Neighborhood Assessment.

(a) Creation of Assessment. Each Parcel which is within a Neighborhood is subject to Neighborhood Assessments for any services performed for the benefit of the entire Neighborhood upon petition of a majority of the owners within such Neighborhood and for the improvement, maintenance and operation of any Neighborhood Common Areas.

(b) Budget. Each Neighborhood Committee shall by majority vote recommend the annual level of Neighborhood Assessments at a level sufficient to provide the Neighborhood Services and to care for any Neighborhood Common Areas. The itemized budget, including the recommended level of assessment, shall be sent to each owner within the Neighborhood by December 1 preceding the fiscal year to which the budget applies, and will be adopted by the Association as the budget and level of assessment for the following year unless a majority of the Neighborhood Class A members, and the Class B member, if any, request by written petition prior to January 1 that all or certain of the Neighborhood Services, other than the landscaping described in Article V, Section 2 above, not be provided.

(c) Waiver of Neighborhood Services. If a majority of Neighborhood Class A members, and the Class B member, if any, request that all or certain Neighborhood Services not be provided, the Association shall not be required to provide such Neighborhood Service and shall not assess Neighborhood owners for such service; provided, however, that the landscaping described in Article V, Section 6, is not subject to waiver under the provisions of this subsection. Waiver under this subsection will not relieve any Owner of his obligation under this Declaration to properly maintain his Parcel.

(d) Collection. Neighborhood Assessments shall be collected by the Association at the same times and in the same manner as General Assessments, but shall be kept by the Association in separate accounts. The Association shall be responsible for keeping an accounting of all Neighborhood Assessments.

Section 4. Special Assessment.

(a) By Meeting. In addition to the annual General Assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Yards, including fixtures and personal property related thereto, and provided that any such assessment shall have the assent of 2/3 of the votes of the Members other than the Declarant voting in person or by proxy at a regular meeting or special meeting called for that purpose. Written notice of any such special meeting shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast 51% of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice and quorum requirements.

(b) Emergency Assessment. In addition, the Association may levy a special assessment at any time as follows:

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- (i) All Owners. By a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all of the Common Ares, Common Roads, or Members of the Association, or
- (ii) Neighborhood. By a majority vote of both the Board of Directors and a Neighborhood Committee, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect that Neighborhood Common Area or all of that Neighborhood's owners.

Any such "emergency assessment" shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 5. Parcel Assessments. In addition to the assessments authorized above, the Association shall levy in any assessment year a Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, or any additional yard maintenance or other special services provided to such Parcel or its Owner, the cost of which is not included in the General Assessment.

Section 6. Commencement of Annual Assessments.

(a) Date of Commencement. The annual Association and Neighborhood Assessments provided for herein shall commence with respect to assessable Parcels on the day of conveyance of the first Parcel to an Owner who is not the Declarant. The initial assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual or special General Assessment charged to each Parcel prorated to the day of closing based upon a 30-day month.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Late Fees, Interest. Any assessment or Recreational Charges not paid within five (5) days after the due date shall be subject to a late fee as determined from time to time by the Directors of the Association and may, upon resolution of the Directors, bear interest at a lawful percentage rate determined by the Directors.

(b) Lien. All assessments and Recreational Charges, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Parcel. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the Parcel or both. Costs and reasonable attorney's fees incurred in any such action may be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

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

(d) Subordination of the Lien to Mortgages. The lien of the assessments and Recreational Charges provided for herein shall be inferior and subordinate to the lien of any bank, savings and loan association or other institutional Mortgage now or hereafter placed upon the Parcel subject to assessment. Sale or transfer of any Parcel shall not affect the assessment and Recreational Charges lien; however, the sale or transfer of any Parcel pursuant to foreclosure of such a Mortgage may extinguish the lien of such assessments and Recreational Charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferees of such Parcel from liability for any assessments and Recreational Charges thereafter becoming due or from the lien thereof.

Section 9. Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for an assessment or Recreational Charges, shall furnish to such Owner a certificate in writing signed by a Director, setting forth whether such assessment or Recreational Charges has been paid. Such certificate, when co-signed by the Secretary of the Association, shall be conclusive evidence of payment of any assessment or Recreational Charges therein stated to have been paid.

Section 10. Budget.

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

(b) Initial Budget. The Declarant shall determine the budget for the fiscal year in which Parcel is first conveyed to an owner who is not the Declarant.

(c) Preparation and Approval of Annual Budget. Commencing with December 1 of the year in which a Parcel is first conveyed to an Owner who is not the Declarant, and each year thereafter, on or before December 1st, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out the responsibilities and obligations of the Association, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering to the Owners of all services required hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's General Assessment as hereinbefore provided.

(d) Reserves. The Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies, and an adequate reserve for replacement which shall be collected as part of the annual General Assessment as hereinbefore provided. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members of the Association. If the reserves are inadequate for any reason, including nonpayment of any further assessment in accordance with the provisions of Section 3 of this Article VII, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, the balance may be returned on a pro rata basis to all Owners who are current in the payment of all assessments due the Association.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of any Neighborhood Committee or the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided, whenever the same shall be determined, and in the absence of any Neighborhood budget, annual Association budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to assessments against the Owners may be commingled in a single fund.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Areas; (c) all Parcels owned by the Declarant which have not been occupied as a residence; and (d) all properties owned by any charitable or non profit organization exempt from taxation under the laws of the State of Florida, except any such property used for dwelling purposes.

Section 12. Real Estate Taxes. In the event the Common Areas and facilities owned by the Association are taxed separately from the Parcels deeded to Owners, the Association shall include such taxes as part of the General Assessment. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to their becoming a lien on the Property.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Construction Subject to Architectural Control. No construction, modification, alteration or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a

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plan of such construction or alteration shall have been approved in writing by the ARB. Modifications subject to ARB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues, or other outdoor ornamentation; patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Parcel, including without limitation any cutting or removal of trees, planting or removal of plants and creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property and all other modifications, alterations or improvements visible from Common Areas, or other Parcels.

Section 2. Neighborhood Committee Review. The Neighborhood Committee shall review all ARB applications from Owners of Parcels within the Neighborhood. The ARB shall provide copies of all applications to the appropriate Neighborhood Committee and shall consider the recommendation of the Neighborhood Committee; however, the ARB shall not be bound by the decision of the Neighborhood Committee.

Section 3. Procedures.

(a) Application. The plans to be submitted to the ARB for approval shall include (i) the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all proposed improvements, and (iii) such other items as the ARB may deem appropriate. No construction on any Parcel or the Property shall be commenced and no Parcel shall be modified except in accordance with such plan or modification thereof that has also been approved by separate application.

(b) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration (including the Architectural Design Covenants attached as Exhibit B), the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the construction on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations, which in the sole opinion of the ARB will affect the desirability or suitability of the construction.

(c) Uniform Procedures. The ARB may establish uniform procedures for the review of the applications submitted to each of them. These procedures shall provide (i) the time and place of meetings; (ii) the submission and review procedure, including procedure for review by the Neighborhood Committee and submission of the Neighborhood Committee's recommendation to the ARB; and (iii) the review costs and fees, if any, to be paid by the applicant to the Association.

(d) Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within sixty (60) days of receipt thereof by the ARB in accordance with the procedures adopted by the ARB; in the event that the approval or disapproval is not forthcoming within sixty days, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respect to the other terms and provisions of this Declaration.

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Section 4. Liability. Approval by the ARB of an application by an Owner shall not constitute a basis for any liability of the Association or members of the Neighborhood Committee, ARB, Board of Directors or the Declarant as regards (i) failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

Section 5. Appeal. Any Owner may appeal an adverse decision to the Board of Directors, in accordance with rules and regulations for such appeals adopted by the ARB. The Board of Directors may reverse or modify the decision of the ARB by the unanimous vote of the Directors.

Section 6. Limitations. Nothing shall be erected, constructed, planted, or otherwise placed in such a position (subsequent to the initial construction of improvements on the Property by the Declarant) so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration. Without limiting the generality of the foregoing, no fence, wall or other improvement may be constructed adjacent to any golf course which would obstruct play or retrieval of balls.

ARTICLE VIII

USE OF PROPERTY

Section 1. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Book of Resolutions:

(a) Residential Use. All Parcels shall be used, improved and devoted exclusively to residential use. No time-share ownership of Parcels is permitted. Nothing herein shall be deemed to prevent the Owner from leasing a House, subject to all of the provisions of the Declaration, Articles of Incorporation, Bylaws and Book of Resolutions, as the same may be amended from time to time by the Board of Directors; provided, however, that the term of any such lease shall be not less than seven months.

(b) Nuisances. No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

(c) Use. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in the Common Area.

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

(e) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards, or in case of emergency, for any purpose, or to determine compliance with this Declaration.

(f) Pets. Pets of the customary household variety may be kept by an Owner on his Parcel but only if such pets do not cause a disturbance or annoyance on the Property. All pets must be held or kept leashed at all times that they are in the Common Areas or Yards and pet owners shall immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked, and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Parcel. The Association further reserves the right to demand that an Owner permanently remove from the Properties any and all pets which create disturbances or annoyances which are to the reasonable displeasure of neighbors or other Owners.

(g) Occupancy of Units. No House may be lived in at any time by a number of persons, including adults and minors, in excess of three (3) persons per bedroom.

(h) Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in their discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(i) Parking. The parking of any automobile upon any portion of the Property is prohibited except in areas of the Parcels expressly provided for the same or as may be approved in writing by the Board of Directors. Boats, recreational vehicles or trailers may be stored or parked on the Property only within enclosed garages in such a manner so as not to be visible from the Common Areas. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on the Property. All parking within the Property shall be in accordance with rules and regulations adopted by the Association.

(j) Motorcycles, Etc. No motorcycles, mopeds, or go-carts shall be allowed on the Common Roads or anywhere within the Property except as approved by the Board of Directors in their discretion.

(k) Common Roads. The Common Roads shall be utilized in accordance with rules and regulations promulgated from time to time by the Association. Every Owner shall have a right and easement of ingress and egress to his Parcel over all other common roads in the Property subject to the rules and regulations adopted by Declarant or the Association.

(l) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(m) Clotheslines. No clothesline, or other clothes-drying facility shall be permitted in the Common Area, Yards, or any area of the Property wherein the same may be visible from any Common Road or any other Parcel.

(n) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(o) Antennas, Other Devices. Unless prior written approval has been obtained from the ARB, no exterior radio or television antennas, satellite dish or other receiver or transmitting device, antenna or aerials, solar panels or other solar collectors, windmills or any similar exterior structures or apparatus may be erected or maintained anywhere within the Property.

(p) Window Air Conditioners. No window air-conditioning units shall be installed in any of the Houses without the prior approval of the ARB.

(q) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed, or other outbuilding shall be permitted on any Parcel at any time, other than:

- (i) Detached garages, gazebos and cabanas appurtenant to a swimming pool on any Parcel, as approved by the ARB;
- (ii) Temporary structures installed by Declarant during the initial construction period; and
- (iii) Temporary structures on any Parcel during the period of actual construction on that Parcel.

(r) Water Supply and Sewerage. No individual well or septic tank will be permitted on any Parcel within the Property. No Owner shall obstruct or make any modification or alteration of the irrigation system without the prior approval of the ARB.

(s) Fuel Storage Tanks. No fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbeques and fireplaces in an area on his Parcel if specifically approved by the ARB.

(t) Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

(u) Soliciting. No soliciting will be allowed at any time within the Property.

(v) Maintenance. The portions of the House visible from other Parcels and the Common Areas, and all Yards and entrances must be kept in an orderly condition so as not to detract from the neat appearance of the Property. The Association, in its sole discretion, may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from the House or Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article V, Section 4 hereof.

(w) Trees. No trees shall be cut or removed without approval of the ARB.

(x) Mailboxes. The Declarant shall determine the location, color, size, design, lettering and all other particulars of all mailboxes and standards, brackets and name signs for such boxes.

(y) Motor Vessels. No vessels powered by internal combustion engines may be used on any body of water on the Property without the prior approval of the Board of Directors.

(z) Docks, Etc. No docks, bulkheads or other shoreline improvements may be built on any body of water on the Property without the approval of the ARB.

Section 2. Amendments and Modifications. The Board of Directors and the ARB may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Houses, Parcels, Yards, and Common Area, and any facilities or services made available to the Owners. The Board of Directors may delegate to the Neighborhood Committees rule-making power for matters affecting that Neighborhood. A copy of the Rules and Regulations adopted from time to time as herein provided shall be posted in a conspicuous place on the Property or furnished to each Owner.

Section 3. Compliance.

(a) Owner's Responsibility. It shall be the responsibility of each Owner, his family members and authorized guests and tenants to conform and abide by the rules and regulations in regard to the use of the Houses, Parcels, Common Areas and Yards which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using his Parcel by, through and under him do likewise.

(b) Violation. Upon violation of any of the rules or regulations adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association may levy fines as determined by the Board of Directors. To enforce the rules and regulations or provisions of this Declaration, the Association, or any Owner, may bring an action for specific performance, declaratory decree or injunction. The prevailing party may recover costs and attorney's fees in such suit.

Section 4. Personal Services. Employees, agents, and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, it assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

ARTICLE IX

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. The Declarant hereby reserves for itself and the Association a blanket easement for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer drainage, irrigation systems, telephones, electricity, television, cable or communication lines and systems, and for police powers and services supplied by either Declarant or the Association, or the local state and federal governments. By virtue of this easement it shall be expressly permissible for the Declarant, and its successors or assigns, to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of the Houses. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

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Section 2. Declarant's Easement to Correct Drainage. For a period of seven years from the date of conveyance of the first Parcel, the Declarant reserves for itself, for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant or Association, as applicable, shall restore the affected Property to its original condition as nearly as practicable. The Declarant or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

Section 3. Encroachment. To the extent that any improvements constructed by the Declarant on or in any Parcel encroaches on any other Parcel or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment shall exist.

Section 4. Common Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior wall of his House which forms a party wall between them for support of such adjacent Parcel Owner's shelves and structures approved by the Board provided that such items do not structurally damage the supporting wall. Maintenance of any such adjacent exterior facing wall, and any structure affixed thereto, shall be the sole responsibility of the Owner whose House faces such wall. Such Owner shall also be liable and responsible for any damage to the adjacent Parcel caused by his use of such wall.

Section 5. Maintenance. There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the Common Area to the extent contained in this Declaration and in accordance with the Article of Incorporation, Bylaws, and Book of Resolutions of the Association.

Section 6. Adjoining Parcels. Each Owner of a Parcel hereby grants to the Owner of the adjoining Parcel(s) such easement over his Parcel as may be reasonably necessary to maintain such adjoining Parcel(s) including, but not limited to any House, privacy wall or common wall. The rights granted hereunder may only be exercised during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Parcel. Each Owner of a Parcel hereby grants to the Owner of the adjoining Parcel an easement over such portion of his Parcel as shall lie outside the exterior wall of his House and shall abut the adjoining Parcel, for reasonable use by such adjacent Parcel Owner.

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Section 7. Common Road. Declarant hereby reserves for itself, its successors and assigns a nonexclusive easement as shown on the subdivision plat over and upon those Parcels abutting the Common Roads for expansion of the Common Roads for the purpose of ingress and egress to the Property upon the Common Roads.

Section 8. Golf Course. Declarant hereby reserves for itself, its assigns and for all users of the golf course on the Property a perpetual, nonexclusive easement over Common Areas and Yards (but not Interior Enclosed Areas as originally created) for the playing of golf, the passage of golfers (both pedestrian and in motorized golf carts) and access for golf course maintenance, together with a nonexclusive, perpetual easement for pedestrian access by golfers throughout the Property for occasional ingress and egress incidental to the play of golf and retrieval of balls.

ARTICLE X

INSURANCE

Section 1. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, as appropriate: (a) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; (b) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (c) such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas and all lakes located on or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year but in no event shall insurance be less than \$500,000 with respect to any one person, \$300,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

Section 2. Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Parcel, including his House and Yard, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by

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an extended coverage endorsement in an amount to not less than the full insurable value of the House (based upon replacement) and, upon request therefor, shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association. To the extent permitted by law, the Association may, upon a majority vote of the Class A Members and the assent of the Class B Member, if any, obtain "group or master insurance" or form any other mandatory or voluntary insurance pool for the Parcels and Owners, the cost of which shall be assessed to each Owner in the program as a Parcel Assessment, according to each Parcel's ratable share of the cost.

Section 3. Repair and Reconstruction After Fire or Other Casualty.

(a) Common Area. In the event of damage to or destruction of all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

(b) Unit. Any Owner whose House is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his House to the condition existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VII, entitled "Architectural Control."

Section 4. Termination. Anything herein to the contrary notwithstanding, in the event (i) more than 2/3 of the Houses on the Property are destroyed by fire or other casualty and (ii) 80% of the Owners (either by vote at a regular or special meeting or by executing a written document, within 90 days after the date of such damage or destruction) and the mortgagees holding Mortgages on 75% of the Parcels encumbered by Mortgages agree to waive and terminate the provisions hereof, then neither the Houses nor the Common Areas need be rebuilt and all insurance proceeds shall be distributed to the named insureds.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the Public Records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the

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expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 2. Condemnation. In the event all or part of the Common Areas Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds from any condemnation or taking by eminent domain, but if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 4. Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, or the Declarant (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person, persons or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

Section 7. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by majority vote of the Board of Directors, the ARB and the Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration.

Section 9. Amendment. This Declaration may be amended at any time by an instrument in writing signed by Owners holding 75% of the total voting power in the Association, which amendment shall become effective upon recordation in the public records of St. Johns County, Florida; provided, however:

(a) As long as Declarant is an Owner of any unsold Parcel, no amendment shall become effective without the written consent of the Declarant.

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(b) Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to clarify the provisions herein;

(c) Except as provided in paragraph (b) above, no Supplemental Declaration for a particular Neighborhood may be amended without the consent of Owners holding 75% of the total voting power in the Neighborhood.

Section 11. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee. If there is more than one Mortgagee holding a Mortgage on the Parcels, it shall be sufficient to obtain the written consent of all Mortgagees holding a lien on eighty percent (80%) or more of the Parcels; provided, however, that in the event one Mortgagee is holding a lien on 70% or more of the Parcels encumbered by the Mortgagees, the written consent of such Mortgagee alone shall be sufficient. Any such required consent shall be given promptly and shall not be unreasonably withheld; any consent not given or denied within 21 calendar days of request therefor shall be deemed given for purposes hereof. This Section 11 shall not apply or be construed as a limitation upon those rights of the Declarant, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 12. Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either General or Neighborhood Special Assessment) against and collectible from each Owner against whom such action was taken and shall be a lien against such Owner's Parcel in favor of the Association.

Section 13. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 14. Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for _____ and has caused this Declaration to be executed in its name on the day and year first above written.

Witnesses: _____, INC.

By _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, Inc., a Florida corporation, on behalf of the Corporation.

Notary Public, State of Florida
at Large

My commission expires:

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PLANTATION AT PONTE VEDRA

CAPTION:

PARCEL "A":



A portion of Government Lots 6, 7, 11, 12 and 13, Section 10, Township 4 South, Range 29 East, a portion of the Francis X. Sanchez Grant, Section 44, a portion of the Joseph S. Sanchez Grant, Section 43, and a portion of Section 16, all being within said Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the intersection of the Northerly line of said Government Lot 6, Section 10, with the Westerly right of way line of State Road No. A-1-A and/or State Road 203, (also known as the Ponte Vedra Bypass Road); thence South 25°44'20" East along said Westerly right of way line, 752.89 feet to the point of curvature of a curve to the right, also being the POINT OF BEGINNING; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 50.00 feet, an arc distance of 72.77 feet, said arc being subtended by a chord bearing and distance of South 15°57'11" West, 66.51 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 383.97 feet, an arc distance of 84.61 feet, said arc being subtended by a chord bearing and distance of South 51°19'58" West, 84.44 feet to the point of reverse curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 310.58 feet, an arc distance of 253.05 feet, said arc being subtended by a chord bearing and distance of South 68°21'39" West, 246.10 feet to the point of tangency of said curve; thence North 88°17'55" West, 183.26 feet to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 456.50 feet, an arc distance of 355.49 feet, said arc being subtended by a chord bearing and distance of South 69°23'31" West, 346.58 feet to the point of tangency of said curve; thence South 47°04'57" West, 94.76 feet to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 283.53 feet, an arc distance of 249.60 feet, said arc being subtended by a chord bearing and distance of South 21°51'49" West, 241.61 feet to the point of tangency of said curve; thence South 03°21'19" East, 18.75 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 25.00 feet, an arc distance of 39.35 feet, said arc being subtended by a chord bearing and distance of South 41°43'54" West, 35.41 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 231.98 feet, an arc distance of 108.31 feet, said arc being subtended by a chord bearing and distance of South 73°26'37" West, 107.33 feet to the point of compound curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 332.69 feet, an arc distance of 11.09 feet said arc being subtended by a chord bearing and distance of South 59°06'48" West, 11.09 feet to the point of reverse curvature of a curve to the right; thence Northwesterly along and around the arc of a curve concave Northerly and having a radius of 25.00 feet, an arc distance of 32.42 feet, said arc being subtended by a chord bearing and distance of North 84°41'48" West, 30.19 feet to the point of reverse curvature of a curve to the left; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 372.83 feet, an arc distance of 60.25 feet, said arc being subtended by a chord bearing and distance of North 52°10'50" West, 60.18 feet to the point of tangency of said curve; thence North 56°48'36" West, 205.39 feet; thence South 42°02'46" West, 60.52 feet to an intersection with the arc of a curve leading Southerly; thence Southerly along and around the

arc of a curve concave Westerly and having a radius of 25.00 feet, an arc distance of 38.21 feet, said arc being subtended by a chord bearing and distance of South 10°35'56" East, 34.60 feet to the point of tangency of said curve; thence South 33°11'24" West, 45.22 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 143.03 feet, an arc distance of 149.91 feet, said arc being subtended by a chord bearing and distance of South 63°12'54" West, 143.14 feet; thence South 03°14'23" West, 60.00 feet; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 203.03 feet, an arc distance of 212.79 feet, said arc being subtended by a chord bearing and distance of North 63°12'54" East, 203.18 feet to the point of tangency of said curve; thence North 33°11'24" East, 45.00 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and 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 78°11'24" East, 35.36 feet to the point of tangency of said curve; thence South 56°48'36" East, 105.76 feet to the point of curvature of a curve to the right; thence Southeasterly along and around the arc of a curve concave Southwesterly and having a radius of 312.83 feet, an arc distance of 36.30 feet, said arc being subtended by a chord bearing and distance of South 53°29'08" East, 36.28 feet to the point of compound curvature of a curve to the right; thence Southerly along and around the arc of a curve concave Westerly and having a radius of 25.00 feet, an arc distance of 39.47 feet, said arc being subtended by a chord bearing and distance of South 04°56'02" East, 35.50 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 332.69 feet, an arc distance of 87.79 feet, said arc being subtended by a chord bearing and distance of South 32°44'01" West, 87.54 feet; thence North 70°52'54" West, 102.24 feet; thence South 37°59'55" West, 775.00 feet; thence South 49°21'49" East, 232.67 feet to an intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 941.56 feet, an arc distance of 101.26 feet, said arc being subtended by a chord bearing and distance of South 31°45'24" West, 101.21 feet; thence North 49°21'49" West, 261.63 feet; thence South 54°05'25" West, 293.39 feet; thence South 06°31'11" West, 302.28 feet; thence South 82°03'48" East, 363.77 feet to an intersection with the arc of a curve leading Southerly; thence Southerly along and around the arc of a curve concave Easterly and having a radius of 941.56 feet, an arc distance of 100.42 feet, said arc being subtended by a chord bearing and distance of South 03°00'54" West, 100.37 feet; thence North 82°03'48" West, 384.79 feet; thence South 23°11'55" West, 252.79 feet; thence South 14°30'01" East, 245.00 feet; thence North 83°30'12" East, 458.93 feet; thence South 06°44'53" East, 100.00 feet; thence South 83°30'12" West, 445.30 feet; thence South 14°30'01" East, 253.10 feet; thence South 14°02'11" West, 371.08 feet; thence South 62°58'52" East, 201.08 feet to an intersection with the arc of a curve leading Southerly; thence Southerly along and around the arc of a curve concave Easterly and having a radius of 297.56 feet, an arc distance of 45.04 feet, said arc being subtended by a chord bearing and distance of South 00°57'17" East, 45.00 feet to the point of reverse curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 25.00 feet, an arc distance of 34.99 feet, said arc being subtended by a chord bearing and distance of South 34°48'00" West, 32.20 feet to the point of tangency of said curve; thence South 74°53'28" West, 4.72 feet; thence North 55°39'37" West, 204.77 feet; thence South 48°05'43" West, 403.95 feet; thence South 43°04'53" West, 745.00 feet; thence South 46°55'07" East, 200.51 feet to an intersection with the arc of a curve leading Southwesterly; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 910.75 feet, an arc distance of 32.04 feet, said arc being subtended by a chord bearing and distance of South 40°00'04" West, 32.04

feet to the point of reverse curvature of a curve to the left; thence continue Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 477.46 feet, an arc distance of 18.03 feet, said arc being subtended by a chord bearing and distance of South 39°55'37" West, 18.03 feet; thence North 46°55'07" West, 203.22 feet; thence South 54°58'15" West, 115.06 feet; thence South 09°51'57" West, 116.73 feet; thence South 12°54'27" East, 246.22 feet; thence North 81°36'24" East, 104.27 feet to an intersection with the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 477.46 feet, an arc distance of 254.73 feet, said arc being subtended by a chord bearing and distance of South 11°23'13" East, 251.72 feet to the point of tangency of said curve; thence South 26°40'15" East, 90.00 feet to the point of curvature of a curve to the left; thence Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 757.22 feet, an arc distance of 308.06 feet, said arc being subtended by a chord bearing and distance of South 38°19'32" East, 305.94 feet to the point of tangency of said curve; thence South 49°58'49" East, 166.95 feet to the point of curvature of a curve to the right; thence Southerly along and around the arc of a curve concave Westerly and having a radius of 25.00 feet, an arc distance of 38.39 feet, said arc being subtended by a chord bearing and distance of South 05°59'21" East, 34.73 feet to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 827.23 feet, an arc distance of 74.50 feet, said arc being subtended by a chord bearing and distance of South 35°25'20" West, 74.48 feet to the point of reverse curvature of a curve to the right; thence continue Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 140.71 feet, an arc distance of 58.88 feet, said arc being subtended by a chord bearing and distance of South 44°49'47" West, 58.45 feet to the point of tangency of said curve; thence South 56°49'02" West, 28.75 feet to the point of curvature of a curve to the right; thence Northwesterly along and around the arc of a curve concave Northeasterly and 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 78°10'58" West, 35.36 feet to the point of tangency of said curve, also being the Easterly right of way line of Old Palm Valley Road and/or State Road No. 210 (as relocated, a 100 foot right of way); thence South 33°10'58" East, along said Easterly right of way line, 110.00 feet to the point of curvature of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and 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 11°49'02" East, 35.36 feet to the point of tangency of said curve; thence North 56°49'02" East, 28.75 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 200.71 feet, an arc distance of 83.99 feet, said arc being subtended by a chord bearing and distance of North 44°49'47" East, 83.38 feet to the point of reverse curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 767.23 feet, an arc distance of 62.91 feet, said arc being subtended by a chord bearing and distance of North 35°11'29" East, 62.90 feet to the point of compound curvature of a curve to the right; thence Easterly along and around the arc of a curve concave Southerly and having a radius of 25.00 feet, an arc distance of 42.24 feet, said arc being subtended by a chord bearing and distance of North 85°56'41" East, 37.39 feet; thence North 40°55'33" East, 60.10 feet to an intersection with the arc of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 822.77 feet, an arc distance of 58.58 feet, said arc being subtended by a chord bearing and distance of North 47°56'27" West, 58.57 feet to the point of tangency of said curve; thence North 49°58'49" West, 161.43 feet; thence North 26°37'42" East, 130.00

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feet; thence North 43°50'07" West, 150.00 feet; thence North 08°54'30" East, 75.00 feet; thence North 70°41'38" East, 120.00 feet; thence South 81°31'42" East, 160.00 feet; thence North 83°15'09" East, 506.27 feet; thence North 48°00'46" East, 225.00 feet; thence North 12°31'44" West, 184.39 feet; thence North 47°54'39" West, 208.87 feet; thence South 55°18'17" West, 158.11 feet; thence South 86°56'57" West, 847.37 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 417.46 feet, an arc distance of 110.32 feet, said arc being subtended by a chord bearing and distance of North 33°26'18" East, 110.00 feet to the point of reverse curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 970.75 feet, an arc distance of 154.46 feet, said arc being subtended by a chord bearing and distance of North 36°27'03" East, 154.29 feet to the point of tangency of said curve; thence North 31°53'34" East, 21.72 feet; thence North 62°59'06" East, 64.39 feet; thence North 75°22'45" East, 475.40 feet; thence North 30°15'23" East, 416.77 feet; thence North 38°30'50" East, 167.30 feet to an intersection with the arc of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 726.78 feet, an arc distance of 757.50 feet, said arc being subtended by a chord bearing and distance of South 73°05'15" East, 723.68 feet to the point of tangency of said curve; thence North 12°56'47" West, 60.00 feet to the point of curvature of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Northeasterly and having a radius of 666.78 feet, an arc distance of 694.96 feet, said arc being subtended by a chord bearing and distance of North 73°05'15" West, 663.93 feet to the point of tangency of said curve; thence North 43°13'43" West, 36.22 feet to the point of curvature of a curve to the right; thence Northerly along and around the arc of a curve concave Easterly and having a radius of 237.56 feet, an arc distance of 357.00 feet, said arc being subtended by a chord bearing and distance of North 00°10'18" West, 324.38 feet to the point of tangency of said curve; thence North 42°53'06" East, 175.43 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 462.51 feet, an arc distance of 400.66 feet, said arc being subtended by a chord bearing and distance of North 18°04'07" East, 388.20 feet to the point of tangency of said curve; thence North 06°44'53" West, 469.14 feet to the point of curvature of a curve to the right; thence Northerly along and around the arc of a curve concave Easterly and having a radius of 881.56 feet, an arc distance of 125.11 feet, said arc being subtended by a chord bearing and distance of North 02°40'57" West, 125.00 feet; thence South 81°35'30" East, 506.33 feet; thence North 46°44'16" East, 95.74 feet; thence North 16°30'16" East, 205.75 feet; thence North 33°01'26" West, 238.54 feet; thence South 88°50'11" West, 252.10 feet; thence North 73°03'21" West, 133.18 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 881.56 feet, an arc distance of 140.15 feet, said arc being subtended by a chord bearing and distance of North 34°46'56" East, 140.00 feet; thence South 63°39'42" East, 180.36 feet; thence North 40°38'11" East, 293.36 feet; thence North 58°54'41" East, 229.92 feet; thence North 14°02'11" East, 144.31 feet; thence North 18°58'14" West, 169.19 feet to an intersection with the arc of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Northeasterly and having a radius of 150.00 feet, an arc distance of 60.41 feet, said arc being subtended by a chord bearing and distance of North 29°35'11" West, 60.00 feet; thence North 89°04'09" West, 160.81 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 171.98 feet, an arc distance of 106.34 feet, said arc being subtended by a chord bearing and distance of

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North 77°46'56" East, 104.66 feet to the point of tangency of said curve; thence South 84°30'15" East, 511.25 feet to a point hereinafter referred to as Reference Point "A"; thence North 05°29'45" West, 60.00 feet; thence North 84°30'15" West, 435.63 feet to the point of curvature of a curve to the right; thence Northwesterly along and around the arc of a curve concave Northeasterly and having a radius of 25.00 feet, an arc distance of 41.56 feet, said arc being subtended by a chord bearing and distance of North 36°52'56" West, 36.94 feet to the point of compound curvature of a curve to the right; thence continue Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 140.55 feet, an arc distance of 62.83 feet, said arc being subtended by a chord bearing and distance of North 23°32'47" East, 62.31 feet to the point of compound curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 199.71 feet, an arc distance of 104.63 feet, said arc being subtended by a chord bearing and distance of 51°21'42" East, 103.44 feet to the point of reverse curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 240.68 feet, an arc distance of 107.95 feet, said arc being subtended by a chord bearing and distance of North 53°31'17" East, 107.05 feet to the point of tangency of said curve; thence North 40°40'20" East, 51.12 feet to the point of curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 307.80 feet, an arc distance of 215.77 feet, said arc being subtended by a chord bearing and distance of North 60°45'18" East, 211.38 feet to the point of compound curvature of a curve to the right; thence Easterly along and around the arc of a curve concave Southerly and having a radius of 377.74 feet, an arc distance of 143.69 feet, said arc being subtended by a chord bearing and distance of South 88°15'52" East, 142.83 feet to the point of reverse curvature of a curve to the left; thence continue Easterly along and around the arc of a curve concave Northerly and having a radius of 357.24 feet, an arc distance of 140.10 feet, said arc being subtended by a chord bearing and distance of South 88°36'04" East, 139.20 feet to the point of tangency of said curve; thence North 80°09'51" East, 18.23 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 248.32 feet, an arc distance of 223.44 feet, said arc being subtended by a chord bearing and distance of North 54°23'14" East, 215.97 feet to the point of reverse curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 124.78 feet, an arc distance of 52.68 feet, said arc being subtended by a chord bearing and distance of North 40°42'16" East, 52.29 feet to the point of compound curvature of a curve to the right; thence Southeasterly along and around the arc of a curve concave Southwesterly and having a radius of 50.00 feet, an arc distance of 88.54 feet, said arc being subtended by a chord bearing and distance of South 76°28'13" East, 77.42 feet to the point of tangency of said curve, also being the Southwesterly right of way line of aforesaid State Road No. A-1-A; thence North 25°44'20" West, along said Southwesterly right of way line, 184.56 feet to the POINT OF BEGINNING.

Containing 63.736 acres, more or less.

TOGETHER WITH:

PARCEL "B":

A portion of Government Lots 7, 10, 11, 13 and 14, Section 10, a portion of Section 15, a portion of the Francis X. Sanchez Grant, Section 44, all being in Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: BEGIN at aforesaid and described Reference Point "A"; thence Southeasterly along and around the arc of a curve concave Southwesterly and having a radius of 320.96 feet, an arc distance of 35.02 feet, said arc being subtended by a chord bearing and distance of South 81° 22'43" East, 35.00 feet; thence South 23°57'09" West, 141.44 feet; thence South 40°48'54" East, 581.38 feet; thence South 49°34'26" East, 354.68 feet; thence South 29°21'28" East, 183.58 feet; thence North 90°00'00" West, 185.00 feet to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 395.39 feet, an arc distance of 84.98 feet, said arc being subtended by a chord bearing and distance of South 83°50'35" West, 84.82 feet; thence North 06°42'19" East, 50.00 feet; thence North 55°08'25" West, 751.34 feet; thence South 29°44'42" West, 161.25 feet; thence South 10°18'17" East, 223.61 feet; thence South 23°11'55" East, 152.32 feet; thence South 48°48'51" East, 212.60 feet; thence South 04°14'11" East, 541.48 feet; thence South 15°56'43" East, 218.40 feet; thence South 68°07'31" East, 247.99 feet; thence North 53°07'48" East, 137.33 feet; thence North 07°45'55" East, 222.04 feet; thence North 09° 02'22" West, 445.53 feet; thence North 06°42'19" East, 198.55 feet to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 335.39 feet, an arc distance of 93.00 feet, said arc being subtended by a chord bearing and distance of North 82°03'22" East, 92.71 feet to the point of tangency of said curve; thence South 90°00'00" East, 185.00 feet; thence South 07°56'37" East, 434.17 feet; thence South 00°00'00" West, 180.00 feet; thence South 83°40'35" East, 129.87 feet; thence South 10°32'40" East, 128.64 feet to the point of curvature of a curve to the left; thence Southeasterly along and around the arc of a curve concave Northeasterly and having a radius of 1621.02 feet, an arc distance of 277.19 feet, said arc being subtended by a chord bearing and distance of South 15°26'36" East, 276.85 feet to the point of reverse curvature of a curve to the right; thence Southerly along and around the arc of a curve concave Westerly and having a radius of 438.68 feet, an arc distance of 239.07 feet, said arc being subtended by a chord bearing and distance of South 04°43'46" East, 236.13 feet to the point of tangency of said curve; thence South 10°52'59" West, 125.65 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 795.44 feet, an arc distance of 431.84 feet, said arc being subtended by a chord bearing and distance of South 26°26'08" West, 426.55 feet to the point of compound curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 698.13 feet, an arc distance of 840.18 feet, said arc being subtended by a chord bearing and distance of South 76°27'56" West, 790.39 feet to the point of tangency of said curve; thence North 69°03'27" West, 117.30 feet to the point of curvature of a curve to the left; thence Westerly along and around the arc of a curve concave Southerly and having a radius of 850.55 feet, an arc distance of 503.08 feet, said arc being subtended by a chord bearing and distance of North 86°00'07" West, 495.78 feet to the point of tangency of said curve; thence South 77°03'13" West, 242.69 feet; thence South 12°56'47" East, 60.00 feet; thence North 77°03'13" East, 242.69 feet to the point of curvature of a curve to the right; thence Easterly along and around the arc of a curve concave Southerly and having a radius of 790.55 feet, an arc distance of 467.59 feet, said arc being subtended by a chord bearing and distance of

South 86°00'07" East, 460.81 feet to the point of tangency of said curve; thence South 69°03'27" East, 117.30 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 758.13 feet, an arc distance of 848.79 feet, said arc being subtended by a chord bearing and distance of North 78°52'07" East, 805.15 feet to the point of reverse curvature of a curve to the right; thence Southeasterly along and around the arc of a curve concave Southwesterly and having a radius of 25.00 feet, an arc distance of 41.75 feet said arc being subtended by a chord bearing and distance of South 85°21'35" East, 37.08 feet; thence North 35°05'08" East, 62.88 feet to an intersection with the arc of a curve leading Northerly; thence Northerly along and around the arc of a curve concave Easterly and having a radius of 25.00 feet, an arc distance of 33.38 feet, said arc being subtended by a chord bearing and distance of North 00°44'27" East, 30.96 feet to the point of reverse curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 855.44 feet, an arc distance of 419.73 feet, said arc being subtended by a chord bearing and distance of North 24°56'22" East, 415.53 feet to the point of tangency of said curve; thence North 10°52'59" East, 125.65 feet to the point of curvature of a curve to the left; thence Northerly along and around the arc of a curve concave Westerly and having a radius of 498.68 feet, an arc distance of 271.77 feet, said arc being subtended by a chord bearing and distance of North 04°43'46" West, 268.42 feet to the point of reverse curvature of a curve to the right; thence Northwesterly along and around the arc of a curve concave Northeasterly and having a radius of 1561.02 feet, an arc distance of 266.93 feet, said arc being subtended by a chord bearing and distance of North 15°26'36" West, 266.61 feet to the point of tangency of said curve; thence North 10°32'40" West, 178.64 feet; thence North 70°48'23" East, 200.00 feet; thence North 01°31'58" West, 100.00 feet; thence North 76°03'23" East, 159.58 feet; thence North 52°35'41" East, 214.01 feet; thence North 07°07'30" West, 241.87 feet; thence North 66°02'15" West, 196.98 feet; thence South 48°39'08" West, 166.51 feet; thence North 61°23'22" West, 62.65 feet; thence North 34°41'43" East, 158.11 feet; thence North 26°22'06" West, 348.26 feet; thence North 59°34'46" East, 75.00 feet; thence North 36°11'36" West, 508.04 feet; thence North 29°44'42" West, 241.87 feet; thence North 10°37'11" West, 162.79 feet; thence South 61°31'26" West, 513.54 feet to an intersection with the arc of a curve leading Northwesterly; thence Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 380.96 feet, an arc distance of 181.72 feet, said arc being subtended by a chord bearing and distance of North 70°50'21" West, 180.00 feet to the point of tangency of said curve; thence South 05°29'45" East, 60.00 feet to the POINT OF BEGINNING.

Containing 42.718 acres, more or less.