

10.12 Enforcement. After receiving the report of the Covenants Committee, the Board may take any of the following actions:

(a) Fines and Suspension. *Section 720.305, Florida Statutes, permits fines of up to \$100 for each day of a continuing violation, except that no such fine shall exceed \$1000 in the aggregate unless otherwise provided in the governing documents.* If so recommended by the Covenants Committee, the Board has the right to assess fines up to the maximum allowed by law as that law may be amended from time to time, with no limit on the aggregate amount, and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. This section is intended to automatically incorporate any changes to the statute cited above and to provide notice under the statute that aggregate fines may exceed \$1,000. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association. However, the primary goal of this Declaration is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored.

(b) Pets. If the Board finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance or violates this Declaration or any of the Rules and Regulations concerning pets, the Board may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from the Neighborhood.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Design Code and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant, except tenants who are members of the Owner's family. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies: All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction.

## 11 Design Code and Architectural Review Board

*The Design Code is intended to encourage individual design within a unifying guide for development. This Article establishes the Design Code and the Architectural Review Board, which administers the Design Code.*

11.1 Design Code. The Founder hereby establishes the Design Code as the plan for the construction of homes and other improvements within the Neighborhood. The Design Code does not need to be recorded to be effective.

11.2 Modification of Design Code. During the Development Period, the Founder may revise any part of the Design Code from time to time for any of the following reasons:

(a) To make changes which the Founder believes will better accomplish the objectives of the Neighborhood;

(b) To establish separate provisions as property is added to the Neighborhood in accordance with Section 2.3; or

(c) To adjust for market conditions.

After the Development Period, the Board of Directors of the Association by two-thirds vote may make modifications to the Design Code. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the modification to the Design Code shall be repealed by majority vote of the Members. The Design Code may not be modified to impair the rights of Parcel Owners who have not yet constructed a home to build improvements that are substantially similar to those permitted during the Development Period.

### 11.3 Architectural Review Board.

(e) Establishment. The Founder hereby establishes the Architectural Review Board to administer the Design Code. The Architectural Review Board is not a committee of the Association but exists as a separate entity under the terms of this Declaration. At the discretion of the Founder, during the Development Period the Architectural Review Board may be the same entity as that for the Town Center or may be a separate entity. After the Development Period the Architectural Review Board for the Neighborhood shall be a separate entity unless the Boards of both the Neighborhood Association and the Town Center Association agree otherwise.

(b) Composition. The Architectural Review Board shall consist of at least three members. During the Development Period, the Founder shall select the members of the Architectural Review Board. After that time, the Board of Directors of the Association shall select the members of the Architectural Review Board, which may include members of the Board

of Directors. To the extent reasonably possible, the Architectural Review Board shall include one or more architects, designers, builders or other professionals with an interest in home design.

(c) Employees. The Architectural Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.

(d) Compensation. Professionals and staff may be paid reasonable compensation for serving on the Architectural Review Board, as determined from time to time by the Founder or the Board, whichever is responsible for selection of the Architectural Review Board members. All members shall be compensated for expenses.

(e) Cost of Operation. The Founder or the Board, whichever is responsible for selection of the Architectural Review Board members, shall set the Architectural Review Board's review fees to cover all or part of the expected cost of its operation and shall fund any deficit. Fees shall not be intended to create a surplus, other than an ordinary operating capital fund for the Architectural Review Board to which any excess fees shall be contributed.

## 12. Design Review and Construction Regulation

*The Architectural Review Board will review all plans for construction, or modification, of any Parcel or Commons.*

### 12.1 Construction Subject to Review.

(a) Parcels. No tree or land clearing or grading or any construction is permitted on any Parcel until the Architectural Review Board has reviewed and approved construction plans and specifications. All construction must comply with the submitted and approved plans. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Architectural Review Board.

(c) Scope. The Design Code shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the lot, fences, drainage, paving and landscaping and all finish materials. The Design Code may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;

- (iii) antennas, satellite dishes or receivers, solar panels or other devices that are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any Building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design.

(e) Drainage. All plans shall comply with applicable drainage, water conservation, erosion control and stormwater detention requirements. In addition, drainage easements or swales may be apart of certain Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located.

(f) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

## 12.2 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Architectural Review Board. Plans and specifications for review shall be submitted in the form required by the Architectural Review Board.

(b) Uniform Procedures. The Architectural Review Board may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Architectural Review Board may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Code in effect at the time of the submittal, and overall quality of design. If the Architectural Review Board rejects an application due to overall design quality, despite compliance with the Design Code, the Architectural Review Board shall make suggestions for improving the design.

(d) Variances. The Architectural Review Board may grant variances from the Design Code based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Architectural Review Board shall make best efforts to notify the applicant of its decision within the time allowances set out in its design approval process handbook. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. If construction is not begun within six months after approval of the plans and specifications and there has been any change in the Design Code in the intervening months, then the approval will expire and the plans and specifications must be resubmitted.

(f) Inspection. The Architectural Review Board or its agent may inspect the property during construction but has no obligation to make any such inspection.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If the Architectural Review Board notes noncompliance, the Owner will be required to make the necessary changes. However, the Architectural Review Board is not responsible for compliance with governmental requirements.

### 12.3 Approval of Architects, Builders.

(a) Generally. The creation of the Neighborhood streetscape depends on the quality of design and construction, and adherence to the Design Code. While architects and contractors are selected by the Owner, they must cooperate with the Architectural Review Board. Approval of architects and contractors is necessary to assure quality construction and a reasonable spirit of cooperation. Once granted, approval status may be reviewed and revoked or extended from time to time based on actual performance.

(b) Architects. Architects and house designers must be approved by the Architectural Review Board before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Code.

(c) Contractors. Contractors must be approved by the Founder or by the Architectural Review Board before building in the Neighborhood. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Contractors must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Contractors must post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in the Neighborhood.

12.4 Sidewalks. The Owner shall be responsible for construction of sidewalks in accordance with the Design Code, even if those sidewalks are in the right-of-way or on land owned by the Association or Founder. Sidewalks must be installed upon the first to occur of the following: (i) during construction of the building, (ii) December 31, 2005, or (iii) when required by the City. Owner shall be responsible for any damage to the sidewalk resulting from construction on the Parcel.

12.5 Trees.

(a) Tree Preservation. The Architectural Review Board may require the relocation and replanting of trees that must be removed for construction. If particularly significant trees are found within the building setback lines, the Architectural Review Board shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed.

(b) Tree Planting. The Design Code includes significant requirements for tree planting. The Owner may be required to install trees on the Parcel or in the right of way adjacent to the Parcel in accordance with the Design Code. The Founder may provide the trees, in which case the Owner shall be required to pay Founder for the cost.

(c) Protection. The cutting, removal or intentional damage of trees (including excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) is prohibited except as specifically permitted under the Design Code.

12.6 Damage During Construction. The Parcel Owner shall be responsible for the repair and related cost of any damage to any other property within the master plan of SeaGrove, including but not limited to streets, curbs, landscaping and utilities, incurred during construction of improvements on the Parcel, whether caused by Owner, its agents, employees, contractors or suppliers. Owner agrees to promptly repair any damage and to remove any debris, mud or dirt carried by construction vehicles from Owner's Parcel to the street or other areas. Founder may, but shall not be obligated to, repair any damage, and Owner shall promptly reimburse Founder for all expenses incurred. In addition, Founder may determine in its reasonable discretion the total cost of repairing non-major damage to the various improvements described above that cannot be attributed to any particular Owner, and may divide the cost of such repair among all Parcels on a pro-rata basis, based on square footage.

## 12.7 Enforcement.

(a) Fines. The Architectural Review Board may require the builder or Owner to post a deposit from which the Architectural Review Board may deduct fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Architectural Review Board, the Founder or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Trees. Improper cutting, removal or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Architectural Review Board, a combination of trees totaling the caliper of the removed tree. The Architectural Review Board shall set fines.

(d) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Code may be granted in particular circumstances; however, such variances shall not create a precedent for other applications.

12.8 Liability. The Architectural Review Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Architectural Review Board of an application shall not constitute a basis for any liability of the Founder, or members of the Architectural Review Board, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any contractor or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

# 13. Building Time Limits

*The Building Time Limits apply during the early stages of the Neighborhood's development. While the requirement will usually be made part of sales documents, it is included here to provide additional terms and enforcement provisions, as well as legal notice of the restriction for subsequent purchasers.*

## 13.1 Founder's Intent.

(a) Purpose. To allow for neighborhood development and to discourage speculation which results in empty lots, the Owner of a Parcel must begin construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Founder within a limited period of time, as described in Section 13.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Holder of Rights. The right to enforce this Article 13 is held originally by the Founder, who may assign these rights at any time to the Architectural Review Board or to the Association. The time limit for construction does not apply to any Lots held by the Founder. At the end of the Development Period, all of the Founder's rights under this Article 13 shall be automatically assigned to the Association.

(c) Completion, Release of Restriction. Upon completion of a single-family residence in accordance with this section, Founder or the Architectural Review Board shall provide Owner with a release and satisfaction in recordable form. A single-family residence shall be considered complete when it has been constructed in accordance with the approved plans and specifications, including landscaping, and satisfies the requirements for receiving a certificate of occupancy from the municipality. Construction of an outbuilding without construction of the primary single-family residence fails to satisfy this requirement.

## 13.2 Construction Time Limit.

(a) Requirement. Unless otherwise specified on the deed or other recorded instrument executed by Founder, Owner shall begin construction of the single family residence on the Parcel within four years from the date of the original recording of the Neighborhood plat which includes the Parcel (the "Required Commencement Date") and diligently pursue construction until completion, including landscaping. Owner must submit plans and begin the architectural review process in sufficient time to begin construction on time.

(b) Unavoidable Delays. Failure to make significant progress during any thirty-day period or to complete the single family residence within twelve months from the start of construction shall be considered a failure to diligently pursue construction under (a), except in the case of casualty, extreme material shortages, extreme weather conditions or other significant matters beyond the builder's control.



### 13.3 Enforcement.

(b) Events of Default. If Owner fails to comply with the requirements of Section 13.2, then Founder shall have the right, but not the obligation, to repurchase the Parcel for the amount set out in paragraph (b). These rights shall be in addition to the Architectural Review Board's rights to enforce the requirements of Article 12.

(b) Repurchase Price. The repurchase price shall be equal to the amount paid by Owner to Founder or the current fair market value of the Lot, whichever is less, plus the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the Architectural Review Board. Any mortgage or lien on the Parcel and all closing costs for the repurchase, plus a resale fee of 10%, shall be deducted from the amount paid to Owner by Founder.

(c) Time of Exercise. Unless Owner has obtained a release and satisfaction as provided in Section 13.1, and except as provided in Section 13.4, Founder may exercise its rights against Owner at any time up to three years after the Required Commencement Date. Founder may preserve its enforcement rights by recording, within three years after the Required Commencement Date, a lien or other notice of its intent to exercise its rights.

### 13.4 Subordination to Mortgage.

(a) Effect. Founder agrees to subordinate its right of repurchase to a Mortgagee under the terms of this section, which shall be effective whether or not noted in the deed. A Mortgagee in granting a mortgage subject to this right of repurchase agrees to these terms. Except as described in this section, Founder's right of repurchase shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while Mortgagee's mortgage encumbers the Parcel, Founder shall take the Parcel subject to the mortgage, and Mortgagee in granting a mortgage subject to this right of repurchase agrees to allow Founder to assume the mortgage.

(c) Mortgage Foreclosure. If Mortgagee files a foreclosure of its mortgage or accepts a deed in lieu of foreclosure before the Required Commencement Date or within three years thereafter and a release and satisfaction has not been recorded as provided in Section 13.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 13.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel.

(d) Extension. If Mortgagee has acquired title through a foreclosure action or a deed in lieu, then Mortgagee may give notice to Founder that it wishes to extend the Required Commencement Date or, if construction has begun, extend the time for construction. Founder shall be given thirty (30) days after such notice from Mortgagee in which to exercise a repurchase right by payment to Mortgagee of the foreclosure judgment (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage at the time

of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 13.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 13.2 as follows:

- (i) If construction of the single-family residence has not begun, the new Required Commencement Date shall be two years from the foreclosure judgment or deed in lieu.
- (ii) If construction of the single family residence has begun, Mortgagee shall be allowed six months from the date of the foreclosure judgment or deed in lieu to contract with a builder and to receive approval for any modifications to the approved plans and specifications. Mortgagee or Mortgagee's assignee must then diligently pursue construction until completion, including landscaping.

Subject to the extended dates, Founder's rights of enforcement under Section 13.3 shall continue as a restriction on the Parcel.

**13.5 Resale Restriction; Right of First Refusal.** If Owner has not constructed a single family residence on the Parcel in accordance with approved plans and specifications prior to reselling the Parcel, the Parcel shall remain subject to the requirements and remedies set out in this Article 13. The requirement to begin construction as described in Section 13.2 shall continue to run from the plat date, unless the Founder in Founder's sole discretion agrees to an extension. In the event of such a proposed sale, Founder shall have a right of first refusal to repurchase the Parcel on the same terms and conditions Owner intends to accept. Founder shall have five (5) business days from receipt of Owner's written notice to notify Owner whether Founder will exercise its right. If Founder does not exercise its right, then Owner may sell the Parcel to another purchaser, but only for the same price and terms offered to Founder. If Owner does not consummate that sale, Founder's right of first refusal applies to all subsequent offers. Founder's right of first refusal shall automatically terminate when Founder no longer has any lots for sale in the Neighborhood, including all subsequent phases.

## 14. Founder's Reserved Rights

*Some of the rights contained in this Article apply only to the Development Period or other stated period of time while others last indefinitely.*

**14.1 Selection of Board.** The Founder shall appoint and remove the initial officers and members of the Board and may elect a majority of the Board until required by law to end its control of the Board. No later than sixty days after completion of the first thirty (30) single family residences within the Neighborhood, Parcel owners other than the Founder shall have the right to elect at least one member of the Board. Elections shall be conducted in accordance with the Bylaws. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Founder reserves the right to record an instrument specifying that certain actions of the Association or Board must be approved by the Founder before they become effective.

14.2 Guarantee of Assessments. The Founder shall pay General Assessments and Special Assessments on all Parcels it owns which have been made part of the Neighborhood. However, the Founder shall be excused from payment of assessments if the Founder guarantees to Parcel owners that their Assessments during the "Guarantee Period," as defined below, shall not exceed the amounts shown in the then-current estimated operating budget. If the Founder offers such a guarantee, the Founder agrees to pay any Common Expenses incurred during the Guarantee Period, which exceed the amount produced by Assessments during that time. The "Guarantee Period" may begin at Founder's discretion at any time within the first three years after the recording of this Declaration in the public records of St. Johns County, Florida and shall end at the beginning of the next fiscal year. The Guarantee Period shall then be automatically extended for successive six-month periods up to an additional five years unless terminated upon written notice by the Founder to the Association at least 30 days before the end of the then-current Guarantee Period. During the Guarantee Period, the General Assessments may be increased by up to 15% per year.

14.3 Easements in Favor of the Founder. In addition to the easements in Section 6.2, the Founder reserves for itself and its assigns the following easements in perpetuity:

(a) Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area. This easement shall expire when all improvements to the Master Plan Area are complete.

(b) Cable. An exclusive easement for installation, replacement, repair and maintenance of cable and fiber optic systems. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(c) Gas. An exclusive easement for installation, replacement, repair and maintenance of underground pipes for the distribution of propane or natural gas or both. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment and excavate for such purposes. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

14.4 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain a sales office, a management office and an unlimited number of models within the Neighborhood during the Development Period. These facilities may be located on any Parcel in the Neighborhood and may be relocated from time to time at the Founder's discretion. The sales office, management office and models may be owned by different entities, including builders and other entities, which are unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for the Neighborhood. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising the Neighborhood.

14.5 Commercial Use of Images. The Founder shall have the following rights:

(a) the exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods), and

(b) the right to grant permission for similar reproduction of the exteriors of any other part of the Neighborhood that can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting independent permission for any part of the Neighborhood owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of the Neighborhood in connection with any news or feature coverage, for academic purposes, or by any governmental agency interested in the promotion of tourism or commerce or any other similar purpose.

14.6 Trademark. The name “SeaGrove St. Augustine Beach” is a trade name owned by the Founder.

14.7 Modification of Commons. During the Development Period, the Founder reserves the right to modify the design of the Commons, to make further improvements and to provide landscape maintenance and other maintenance in addition to that provided by the Association.

## 15. Purchase and Sale of Commons

*The following provisions are rarely if ever to be used, but are intended to provide flexibility over the life of the community.*

15.1 Purchase of Additional Commons. The Association may acquire additional real property to be owned as Commons. The decision to acquire additional Commons (other than that added by the Founder), whether by purchase or lease or other means, shall be authorized by a two-thirds vote of the Board of Directors. If the purchase or lease is costly enough to be considered a substantial Capital Expense, it must be approved as described in Section 8.6.

15.2 Sale or Lease for Community Benefit. Although it would be unusual, the Association may sell, donate or grant long-term leases for small portions of the Commons or exchange parts of the Commons for other property inside or outside SeaGrove when the Board finds that it benefits the community in at least one of the following two ways:

(a) The conveyance is intended to benefit the community in ways other than the revenue, if any, to be derived from the transaction. *For instance, the Association may convey or exchange property if necessary to improve access to SeaGrove or to improve utility service.*

(b) The revenue to be derived is significant and the use and appearance of the Commons is not significantly impaired. *For instance, the Association might sell or lease small amounts of space for cellular telephone transmission equipment if such equipment were not obtrusive.*

Any decision to donate, sell, exchange or lease any portion of the Commons must be approved by two-thirds of the Board. A transaction for sale, exchange or lease for a term of more than one year, including all tenant renewal options, cannot be completed until thirty days after notice to Owners. If requested by at least 10% of the Owners within the 30-day period, a meeting of Owners must be held following at least 7-days notice and, if a quorum is present in person or proxy, the decision to purchase, sell, exchange or lease may be rescinded by majority vote of the Owners present. Any contract with a third party for the purchase, sell, exchange or lease of the Commons should be contingent upon this right of rescission, unless the Board has previously passed a resolution describing the intended transaction and giving 30-days notice.

15.3 Corrective Instruments: The Association, by approval of two-thirds vote of the Board, may also execute corrective instruments, settle boundary line disputes and resolve other title matters concerning the Commons.

#### 15.4 Dedication.

(a) Common Roads. The Founder or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Board upon consent in writing of two-thirds of all Members.

15.5 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

15.6 Other Conveyances. Except as specifically permitted by this Declaration, the Commons cannot be mortgaged or conveyed or used for commercial purposes without the approval of at least two-thirds of the Parcel Owners other than the Founder, plus the consent of the Founder so long as the Founder has any Parcel for sale in the normal course of business.

# 16. Amendment, Redevelopment and Termination

*Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.*

## 16.1 Amendment.

(a) By Members. This Declaration, including vested rights, may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of all Members. Any amendment during the Development Period shall require Founder's consent. Rights reserved to the Founder may not be amended at any time without the specific consent of the Founder.

(b) By the Founder. The Founder specifically reserves the absolute and unconditional right, at any time during the Development Period, to amend this Declaration without the consent or joinder of any party (i) to 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 guarantee or purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitation. Whenever any action described in this Declaration requires approval of greater than two-thirds (2/3) of the Members, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Any amendment concerning the Drainage System requires the written consent of the St. Johns River Water Management District. In addition, any amendment to Section 2.4 shall require the written consent and joinder of the Benefited Parties as defined in that section.

(d) Recording. Any amendment shall take effect upon recording in the public records.

16.2 Redevelopment. All or a portion of the Neighborhood, known as a "Redevelopment Area," may be purchased for redevelopment in accordance with the following provisions:

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, and a majority of the Mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market

value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable.

(b) Redevelopment Area. A Redevelopment Area is a portion of the Neighborhood, which must be a defined, logical section for redevelopment. Both the plan for redevelopment and exercise of the purchase option for a Redevelopment Area must be approved by the Architectural Review Board and the Board prior to exercise of the option. The plan for redevelopment may include modification of the Design Code or termination of the Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Board may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Purchase Option; Time When Available. The option to purchase Parcels within the Neighborhood for redevelopment is not available until the occurrence of one of the following:

(i) Any time after fifty (50) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least 75%, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. The option period for a casualty loss ends ninety (90) days after the casualty, and if the option is not exercised within that time, the damage must be repaired in accordance with Section 7.7 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Requirements for Exercise. If Owners representing sixty seven percent (67%) of the Member's votes within the Neighborhood or the Redevelopment Area, as applicable, and Mortgagees holding mortgages on a majority of the Parcels encumbered by mortgages, wish to make a new use of that portion of the property, such Owners may exercise an option to purchase the remaining Parcels. The option to purchase must be executed by all Owners of all Parcels seeking the option, and must include all remaining Parcels.

(e) Delivery of Option; Closing. The option to purchase (or copy of the original, executed option) must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The sale price shall be paid in cash or upon terms approved by the seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(f) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and purchaser within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The purchaser shall pay the expense of the appraisals and all closing costs.

(g) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(h) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers may be entered in any court of competent jurisdiction.

(i) Limitation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

16.3 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Members representing two-thirds (2/3) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (or, if alleys or footpaths are not accepted for dedication, they have been conveyed to the adjacent Parcel Owner, reserving an easement for continued use).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 16.2.

16.4 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

## 17. General Provisions

- 17.1 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 Neighborhood as a community of the highest quality. The italicized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

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

17.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

17.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing.

17.5 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.

17.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of 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 a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments, which do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on a majority or more of all Parcels encumbered by a mortgage.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

17.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for the Neighborhood and has caused this Declaration to be executed as of the day and year first above written.

WITNESSES:

Patricia H. Kelley  
print: Patricia H. Kelley

Mary K. Barr  
print: MARY K. BARR

JNM Beachside Development, Ltd.,  
a Florida limited partnership,  
by JNM Cooksey, Inc., its general partner

By: [Signature]  
James N. McGarvey, Jr., its president

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5 day of August, 2004, by James N. McGarvey, Jr., president of JNM COOKSEY, INC., a Florida corporation, on behalf of the corporation as general partner of JNM BEACHSIDE DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me or has produced a Florida driver's license as identification and did take an oath.



Patricia H. Kelley  
MY COMMISSION # DD101492 EXPIRES  
May 21, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

Patricia H. Kelley

Notary Public, State of Florida at Large  
Serial Number:

JOINDER AND CONSENT

The undersigned, the owner of Lots 2, 8, 20, 26, 37, and 38 in SeaGrove St. Augustine Beach Unit One, hereby consents and joins in the foregoing Declaration and agrees that their Lots are and shall be subject to the Declaration of Charter, Easements, Covenants and Restrictions For The Neighborhood at SeaGrove to be recorded in the public records of St. Johns County, Florida.

WITNESS

Meadowfield of Jacksonville, Inc.  
A Florida Corporation  
P.O. Box 7779  
Jacksonville, FL 32238

Kelly Morris  
Print Name: Kelly Morris

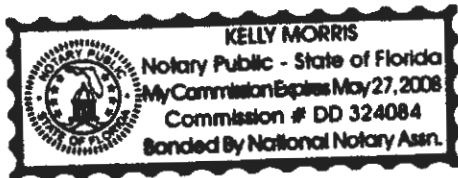
By: Jh B Towers  
~~James D. Watson, President~~  
John B. Towers, Vice President

Mary K Yackel  
Print Name: Mary K Yackel

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14 day of ~~April~~ July 2004, by ~~James D. Watson~~. He is personally known to me \_\_\_ or has produced \_\_\_ as identification.



Notary Name: Kelly Morris  
My Commission #: \_\_\_\_\_  
Commission expires: \_\_\_\_\_  
(NOTARY SEAL)

JOINDER AND CONSENT

The undersigned, the holder of a mortgage on Lots 2, 8, 20, 26, 37, and 38 in SeaGrove St. Augustine Beach Unit One, hereby consents and joins in the foregoing Declaration and agrees that these Lots are and shall be subject to the Declaration of Charter, Easements, Covenants, and Restrictions For The Neighborhood at SeaGrove and shall be recorded in the public records of St. Johns County, Florida.

Bank of America, N.A.  
9000 Southside Blvd., Bldg.700  
2<sup>nd</sup> Floor  
Jacksonville, FL 32256

WITNESS

Betty J. Johnson  
Print Name: Betty J. Johnson

Crystal R Pettway  
Print Name: CRYSTAL R. PETTWAY

G. Ross New Williams  
Name: G. Ross New Williams  
Title: Senior Vice President  
Dated: 4/27/04

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2004, by D. Ross New Williams of Senior Vice President, a national banking association on behalf of the corporation. They are personally known to me ✓ or have produced \_\_\_\_\_ as identification.

Notary Name: Betty J. Johnson  
My Commission #: \_\_\_\_\_  
Commission expires: \_\_\_\_\_  
(NOTARY SEAL)



JOINDER AND CONSENT

The undersigned, the holder of a mortgage on Lots 4, 6, 14, 16, 18, 22, 24, 29, and 35 in SeaGrove St. Augustine Beach Unit One, hereby consents and joins in the foregoing Declaration and agrees that these Lots are and shall be subject to the Declaration of Charter, Easements, Covenants, and Restrictions For The Neighborhood at SeaGrove and shall be recorded in the public records of St. Johns County, Florida.

Watson HomeBuilders, Inc.  
P. O. Box 7779  
Jacksonville, FL 32238

WITNESS

Kelly Morris  
Print Name: Kelly Morris

Mary K Yackel  
Print Name: Mary K Yackel

John B Towers  
Name: John B. Towers  
Title: Vice President  
Dated: July 14, 2004

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14 day of July, 2004, by John B. Towers, Vice President of Watson Home Builders national banking association on behalf of the corporation. They are personally known to me \_\_\_\_\_ or have produced \_\_\_\_\_ as identification.



Notary Name: Kelly Morris  
My Commission #: \_\_\_\_\_  
Commission expires: \_\_\_\_\_  
(NOTARY SEAL)

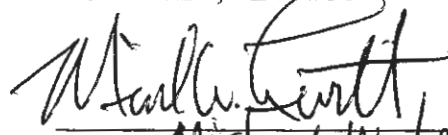
**JOINDER AND CONSENT**

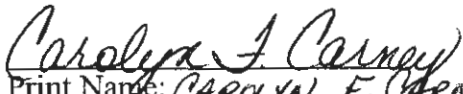
The undersigned, the holder of a mortgage on Lots 4, 6, 14, 16, 18, 22, 24, 29, and 35 in SeaGrove St. Augustine Beach Unit One, hereby consents and joins in the foregoing Declaration and agrees that these Lots are and shall be subject to the Declaration of Charter, Easements, Covenants, and Restrictions For The Neighborhood at SeaGrove and shall be recorded in the public records of St. Johns County, Florida.

Fidelity Bank  
10151 Deerwood Park Blvd.  
Bldg. 200 Ste 100  
Jacksonville, FL 32256

WITNESS

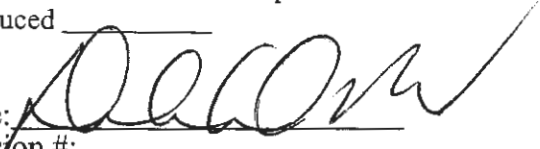
  
Print Name: DEBORAH D. BARBER

  
Name: Michael W. Levitt  
Title: Vice-President  
Dated: 7-19-04

  
Print Name: CAROLYN F. CARNEY

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2004, by Michael W. Levitt of Fidelity Bank, a national banking association on behalf of the corporation. They are personally known to me  or have produced \_\_\_\_\_ as identification.

Notary Name:   
My Commission #: \_\_\_\_\_  
Commission expires: \_\_\_\_\_  
(NOTARY SEAL)



**JOINDER AND CONSENT**

The undersigned, the owner of Lots 1, 3, 7, 9, 27, 30, 32, 34, 36, 39, 40, 52, 64, 68, 74 in SeaGrove St. Augustine Beach Unit One, hereby consents and joins in the foregoing Declaration and agrees that their Lots are and shall be subject to the Declaration of Charter, Easements, Covenants and Restrictions For The Neighborhood at SeaGrove to be recorded in the public records of St. Johns County, Florida.

WITNESS

MERCEDES HOMES, INC.  
A Florida Corporation  
10475 Fortune Parkway, Ste 201  
Jacksonville, FL 32256

*Rhonda L Hayes*  
Print Name: Rhonda L Hayes

By: *[Signature]*  
~~Cora M. Johnston, President~~  
Dennis Ginder, Vice President

*Stephanie L Richards*  
Print Name: Stephanie L Richards

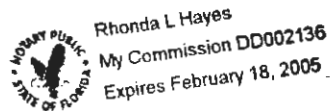
STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13 day of July, 2004, by ~~Cora M. Johnston~~ Dennis Ginder

~~She~~ <sup>He</sup> is personally known to me  or has produced \_\_\_\_\_ as identification.

Notary Name: Rhonda L Hayes  
My Commission #: \_\_\_\_\_  
Commission expires: \_\_\_\_\_  
(NOTARY SEAL)



Schedule of Exhibits:

Exhibit A: Master Plan Area

Exhibit B: Articles of Incorporation, The SeaGrove Neighborhood Association, Inc.

Exhibit C: Bylaws, The SeaGrove Neighborhood Association, Inc.



## EXHIBIT "A"

1 of 3

A PARCEL OF LAND, BEING THE EAST 1/2, OF THE WEST 1/2, OF THE SOUTHEAST 1/4, OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 30 EAST, TOGETHER WITH THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4, OF AFORESAID SECTION 33, LYING WESTERLY OF STATE ROAD NO. 3, ANASTASIA BOULEVARD, (AS PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 78040-2551, DATED AND APPROVED ON 6/14/94), TOGETHER WITH THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 30 EAST, AND THAT PORTION OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, LYING WESTERLY OF AFORESAID STATE ROAD NO. 3, (SAID PORTION OF SECTIONS 3 AND 4, ALSO FORMERLY BEING A PORTION OF THE PLAT OF ORENDA, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 4, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PORTION OF PLAT HAVING BEEN VACATED BY THAT RESOLUTION RECORDED IN DEED BOOK 262, PAGE 102 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, (EXCEPT LOTS 17, 18, 19, 20, BLOCK 1, AND A PORTION OF POINSETTA STREET, AND ALL OF OCEAN BOULEVARD), THAT RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 232, PAGE 20, (WHICH VATES THAT PORTION OF POINSETTA STREET, WHICH HAD NOT PREVIOUSLY BEEN VACATED), AND THAT RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 794, PAGE 660, (WHICH VACATES ALL OF OCEAN BOULEVARD); TOGETHER WITH LOTS 17, 18, 19 AND 20, BLOCK 1, ORENDA, AS SHOWN ON PLAT THEREOF, RECORDED IN MAP BOOK 4, PAGE 5 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 3, ANASTASIA BOULEVARD, WITH THE SOUTH LINE OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, (ALSO BEING THE SOUTH LINE OF THE FORMER PLAT KNOWN AS ORENDA, RECORDED IN MAP BOOK 4, PAGE 5 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE SOUTH 89° 33' 08" WEST, ALONG THE SOUTH LINE OF THE AFORESAID NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 3, A DISTANCE OF 129.33 FEET, TO THE LINE DIVIDING SECTIONS 3 AND 4; RUN THENCE SOUTH 89° 24' 06" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 4, A DISTANCE OF 1, 312.09 FEET, TO THE WEST LINE OF SAID NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 4; RUN THENCE NORTH 00° 50' 24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 1,321.90 FEET, TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 4, (ALSO BEING THE SOUTHEAST

CORNER OF THE EAST 1/2, OF THE WEST 1/2, OF THE SOUTHEAST 1/4, OF SAID SECTION 33, TOWNSHIP 7 SOUTH, RANGE 30 EAST; RUN THENCE SOUTH 89° 23' 55" WEST, ALONG THE SOUTH LINE OF THE EAST 1/2, OF THE WEST 1/2, OF THE SOUTHEAST 1/4, OF SAID SECTION 33, A DISTANCE OF 656.03 FEET, TO THE SOUTHWEST CORNER OF AFORESAID EAST 1/2, OF THE WEST 1/2, OF THE SOUTH EAST 1/4, OF SAID SECTION 33; RUN THENCE NORTH 00° 58' 27" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 2,601.90 FEET, TO THE NORTH LINE OF THAT D.O.T. EASEMENT, PARCEL NO. 802, RECORDED IN OFFICIAL RECORDS BOOK 1211, PAGE 1892 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE NORTH 89° 58' 44" EAST, ALONG LAST SAID LINE, A DISTANCE OF 651.34 FEET, TO THE EAST LINE OF SAID EAST 1/2, OF THE WEST 1/2, OF THE SOUTHEAST 1/4, OF SAID SECTION 33; RUN THENCE SOUTH 01° 04' 44" EAST, ALONG LAST SAID LINE, (ALSO BEING THE WEST LINE OF THE PLAT OF ANASTASIA PARK, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 3, PAGE 65 AND OLEANDER PARK, AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 4, PAGE 1, ALL IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA) A DISTANCE OF 1,282.56 FEET, TO THE SOUTHWEST CORNER OF AFORESAID OLEANDER PARK, (ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4, OF SECTION 33); RUN THENCE NORTH 88° 58' 28" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, OF THE SOUTH EAST 1/4, OF SAID SECTION 33, (ALSO BEING THE SOUTHERLY LINE OF AFORESAID OLEANDER PARK, AND THEN THE SOUTHERLY LINE OF ANASTASIA PARK, A DISTANCE OF 1,101.21 FEET, TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 3, ANASTASIA BOULEVARD; RUN THENCE ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 3, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 5,679.58 FEET, THROUGH A CENTRAL ANGLE OF 03° 01' 24" TO THE RIGHT, AN ARC DISTANCE OF 299.71 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09° 58' 48" EAST, 299.67 FEET; COURSE NO. 2: SOUTH 08° 28' 06" EAST, A DISTANCE OF 1,041.60 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY; COURSE NO. 3: THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 5,679.58 FEET, THROUGH A CENTRAL ANGLE OF 03° 08' 27" TO THE RIGHT, AN ARC DISTANCE OF 311.34 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06° 53' 53" EAST, 311.30 FEET; CORSE NO. 4: SOUTH 05° 19' 39" EAST, A DISTANCE OF 483.07 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 5: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 2,914.79 FEET, THROUGH A CENTRAL ANGLE OF 09° 10' 29" TO THE RIGHT, AN ARC

DISTANCE OF 466.74 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD NEARING AND DISTANCE OF SOUTH 09° 54' 54" EAST, 466.24 FEET; COURSE NO 6: SOUTH 14° 27' 17" EAST, A DISTANCE OF 66.96 FEET, TO THE SOUTH LINE OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 3, AND THE POINT OF BEGINNING.