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Recorded in Public Records St. Johns County, FL
Clerk# 97041924 O.R. 1277 PG 607 03:51PM 11/14/1997
Recording \$129.00 Surcharge \$16.50

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TURNBERRY AT SAINT JOHNS

THIS DECLARATION is made this 11 day of November, 1997, by Turnberry Developers, Ltd. hereinafter called "Developer".

RECITALS

A. Developer 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.

B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Property shall be single-family dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property 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, Developer deems it desirable to create a nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas, as said term is hereinafter defined, located within the Property and shall administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created. The operation, maintenance and administration of the Master Drainage/Surface and Stormwater Management System including Lake Tract C, as described in the Plat of Turnberry at Saint Johns - Unit One, is the responsibility of the Saint Johns Northwest Master Association as provided in the Northwest Master Declaration and Turnberry Association, as hereinafter provided.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafter referred to as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property, or any part hereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I
DEFINITIONS

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

(a) "Additional Property" means any land within St. Johns County which is adjacent to or contiguous with the Property, and which, upon annexation, shall form an integrated community with the Property. Additional Property may be annexed by recording in the public records as supplement declaration subjecting such Additional Property to the Declaration in the manner hereinafter specified; provided, however, until such Additional Property is subjected to the Declaration, this Declaration shall not constitute a lien, encumbrance or defect on the title of the Additional Property, and shall in no way effect the conveyance or transfer of such Additional Property. Without limiting the generality of the foregoing, that property described in Exhibit B hereto, or any portions thereof, upon annexation, qualifies as "Additional Property."

(b) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof.

(c) "Architectural Guidelines" shall mean and refer to those guidelines and rules promulgated by the ARB as may be modified from time to time by majority vote of the Board of Directors. The Architectural Guidelines shall be binding upon all members of the Association.

(d) "Association" shall mean and refer to Turnberry Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(e) "Association Articles and By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time.

(f) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors, as the same may be amended from time-to-time.

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

(h) "Charges" shall mean and include all General, Special and Lot Assessments and all other fines, penalties or sums owed pursuant to this Declaration.

(i) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, without limitation, (i) streets, (ii) any recreation areas

designated on the Plats, (iii) the Property entrance signage/landscaping and (iv) areas and/or facilities pertaining to the Master Drainage/Surface and Stormwater Management System.

(j) "Developer" shall mean and refer to Turnberry Developers, Ltd., or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder or any other assignee which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot.

(k) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Turnberry at Saint Johns.

(l) "Family" shall mean and refer to a social unit consisting of parent(s) and children that they rear.

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

(n) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(o) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(p) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property is recorded, "Lot" shall mean and refer to any plot of land designated as a lot on said plat and to any resubdivided or replatted lot created pursuant to Article VII, Section 24.

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

(r) "Master Drainage/Surface and Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.C.A., as amended from time to time. It shall further mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the Property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention/retention lakes and ponds and other improvements which constitute the system, (2) drainage facilities appurtenant to said basins, (3) all lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage, ingress and egress, in order to properly operate and maintain the system and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system.

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

(t) "Mortgage" shall mean any bonafide first mortgage encumbering a Lot as security for the performance of an obligation.

(u) "Northwest Master Declaration" means the Declaration of Covenants and Restrictions for Saint Johns Northwest Master recorded in Official Records Book 1185, page 595, public records of St. Johns County, Florida, as amended from time to time, which governs the Property.

(v) "Northwest Residential Declaration" means the Declaration of Covenants and Restrictions for Saint Johns Northwest Residential recorded in Official Records Book 1185, page 740, public records of St. Johns County, Florida, as amended from time to time, which governs the Property.

(w) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or life estate in any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(x) "Permitted Vehicles" shall mean functional passenger automobiles, vans, motorcycles, sport-utility vehicles and trucks of one-half ton capacity or less.

(y) "Plat of Turnberry at Saint Johns-Unit One" means the plat of the Property as recorded in Map Book 33, pages 14 through 22 inclusive, in the public records of St. Johns County, Florida, as the same may hereafter be amended or replatted from time to time.

(z) "Plats" mean the Plat of Turnberry at Saint Johns-Unit One and all other plats of Additional Property if and when such Additional Property is hereafter annexed pursuant to the Declaration.

(aa) "Property" shall mean and refer to that certain real property described in Exhibit "A" and Additional Property annexed pursuant to this Declaration.

(bb) "Saint Johns Northwest Master Association" shall refer to that not-for-profit Florida corporation created pursuant to the Northwest Master Declaration, as amended from time to time, which governs the Property.

(cc) "Saint Johns Northwest Residential Property Owners Association" shall refer to that not-for-profit Florida corporation created pursuant to the Northwest Residential Declaration, as amended from time to time, which governs the Property.

(dd) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article V hereof.

(ee) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

OWNERSHIP AND MEMBERSHIP

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

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

(a) Class A. So long as there is Class B membership, Class A members are all Owners, except Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members will be all Owners, including Developer so long as Developer is an Owner. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member is Developer, who is entitled to four (4) votes for each Lot it owns. The Class B membership will cease and convert automatically to Class A membership on the first to occur of the following events: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (ii) seven (7) years from the recording date of this the Declaration. Upon cessation and conversion of Class B membership, all provisions of the Declaration or the Association Articles and By-Laws referring to classes of membership will be of no further force and effect. The control of the Association (with the exception of certain ARB provisions) shall be turned over to the homeowners on January 1st of the calendar year following the year in which the Class B membership ceases, or whenever the Developer elects to terminate its control of the Association, whichever shall first occur.

ARTICLE III
OWNER'S RIGHTS

Section 1. Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association the title to the Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of this Declaration, the Association Articles and By-Laws, Association Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to 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 Areas and the personal conduct of the Members and their Guests.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for public or utility purposes.

(d) The right of the Association to mortgage all or any part of the Common Areas, but only with the approval of 2/3rds of the Members.

(e) The right of Developer or the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Areas.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The Association's right to (i) suspend any Owner's right to use the Common Areas for any period during which any Charges against such Owner's Lot remains unpaid and (ii) to

suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days and/or to levy fines, to be set from time to time by the Board of Directors, for any material infraction of the Association Rules and Regulations, as determined by the Board of Directors.

(h) The Association shall, if requested by Developer and with the approval of St. Johns River Water Management District to the transfer of the Master Drainage/Surface and Storm Water Management System permit from the Developer to the Association, accept the transfer of said permit.

(i) The Association, together with Saint Johns Northwest Master Association, shall be responsible for the maintenance, operation and repair of the Master Drainage/Surface and Stormwater Management System. Maintenance of the Master Drainage/Surface Water and Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association, together with Saint Johns Northwest Master Association, shall be responsible for such maintenance and operation from the time it is substantially complete and put into use by Developer. Any repair, reconstruction or modification of the Master Drainage/Surface and Stormwater Management System shall only be as permitted and approved by the St. Johns River Water Management District.

Section 2. Assignment of Right. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration, the Association Articles and By-Laws and Association Rules and Regulations, but no other assignment is permitted.

Section 3. Destruction of Facilities. In the event any Common Areas, facilities or personal property of the Association or of Developer 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 any of their negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The costs for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment, to be repaid by Owner upon receipt of an invoice from Association or Developer.

Section 4. Transfer of Title. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association, subject to easements and restrictions of record and applicable governmental permits and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer will not be responsible for repairs, replacement, or additions to the Common Areas after the time of conveyance. However, Developer reserves the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping creation of new easements or modifications of pre-existing easements or to exercise any other rights provided for elsewhere herein.

**ARTICLE IV
ASSOCIATION**

Section 1. General. The duties and powers of the Association shall be those provided by law and as set forth in this Declaration or the Association Articles and By-Laws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association or this Declaration. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgement of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions and limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Master Drainage/Surface and Stormwater Management System, (iii) administer and enforce the easements provided for in this Declaration, (iv) make, collect and disburse the assessments created in this Declaration, and (v) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

Section 2. Services. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's responsibilities hereunder.

**ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligations. All Charges, together with interest and costs of collection when delinquent, shall be a charge and continuing lien upon the Lot against which the Charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the Charges were levied or incurred, and of each subsequent Owner. Every Owner, excluding Developer, of a Lot, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the Association the Charges established or described in this Declaration or in the Association Articles and By-Laws, including those Charges assessed prior to his closing on the Lot unless Buyer has obtained a certificate from the Association that no such Charges are unpaid. No diminution or abatement of any Charges shall be allowed by reason of any alleged failure of the Association to perform any function required of it, or any alleged negligent or wrongful act of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such Charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Master Drainage/Surface and Stormwater Management System, if obligated by assignment of the Stormwater Management permit, the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Associations obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessments for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date

or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared immediately due and payable in full.

Section 3. Special Assessments. In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas or Master Drainage/Surface and Stormwater Management System, including fixtures and personal property related thereto.

Section 4. Lot Assessments. The Association may levy in any assessment year a Lot Assessment against a particular Lot 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 Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is chargeable to such Lot and/or Owner and is not included in the General Assessment.

Section 5. Commencement of General Assessments. The General Assessments provided for herein shall commence as to each Lot on the day of conveyance by Developer.

Section 6. Effect of Nonpayment and Remedies of the Association.

(a) Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All Charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorneys' and legal assistant fees and costs, whether suit is filed or not, and if filed, through all appellate levels and/or administrative or agency proceedings) shall become a lien on such Lot from and after the date of recording a claim of lien in the public records of St. Johns County, Florida. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorneys' fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) The lien of the Charges provided for herein shall be inferior and subordinate to the lien of any Mortgage placed upon any Lot so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of a Lot pursuant to foreclosure of such Mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer; however, any party taking title to a Lot pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall be liable for any Charges which become due after such acquisition. Any Charges which are waived by virtue of a party taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Class A Members as an Association expense.

Section 7. Certificate. The Treasurer of the Association or any other officer authorized by the Association, upon written demand of any Owner liable for Charges, shall furnish to such Owner a certificate in writing signed by such Treasurer or other officer, setting forth whether there are any outstanding Charges against the Lot.

Section 8. Budget.

(a) Except for the first year which is a partial year, the fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) The Association shall determine the budget for the first year.

(c) Pursuant to the Association Articles and By-Laws, the Board of Directors shall adopt a budget for each succeeding 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 its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder, provided however, that the maximum Annual General Assessment may not be increased more than fifteen (15%) percent above the maximum Annual General Assessment for the immediately previous year, unless approved by two-thirds (2/3) of each class of those Members present in person or by proxy and voting at a meeting duly convened as provided hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide for reserves for replacements. The Board of Directors shall send each of its Members a copy of the budget, in a reasonable itemized form, which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of 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 any Owner's obligation to pay any Assessment, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the immediately previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures and which will be funded as set forth in this subparagraph. Upon the initial transfer of title of a Lot from the Developer, the transferee shall pay to the Association a working capital contribution of one hundred dollars (\$100.00). This capital contribution shall not be considered as an advance payment of the Annual General Assessment. This working capital fund may be used for any purpose relative to the Association which the Directors deem appropriate, including use for operational expenses, reserves, additional capital improvements to Association property, reserves, etc.

Section 10. Conformity of Assessments and Developers Obligation to Pay Assessments. The General Assessment and any Special Assessments must be uniform throughout the Property for all Lots, except that the Annual General Assessment against any Lot owned by Developer and which

is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in an amount not less than twenty five percent (25%) nor more than one hundred percent (100%), of the amount of the Annual General Assessment against Lots owned by the Class A members of the Association then in effect; provided that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members and Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this section upon the earlier of (i) when Developer elects to have all Lots owned by it assessed in the same manner as the Lots owned by Owners other than Developer; (ii) when Developer is no longer entitled to elect a majority of the Board of Directors of the Association or (iii) when there is no longer any Class B membership. Thereafter, the Developer shall pay an Annual General Assessment amount attributable to any Lot then owned by Developer and which are not being occupied as a residence at one-half (1/2) the rate assessed against Lots owned by Owners other than Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Developer owned Lot, such Lot shall be assessed in the applicable amount established against Lots owned by Owners other than Developer, commencing with the date of transfer of title.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from all assessments and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority;
- (b) All Common Areas;
- (c) All properties owned by any charitable or nonprofit organization exempt from

taxation under the laws of the State of Florida, except any such Property occupied as a residence; and

Section 12. Ad Valorem Taxes. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. ARB (Master ARB and Turnberry ARB) The Property and each Lot are subject to three separate and distinct owners associations, namely, the Saint Johns Northwest Master Association, Inc., the Saint Johns Northwest Residential Property Owners Association, Inc., and Turnberry Association, Inc. For purposes of this section related to architectural review, all three associations have some form of jurisdiction and the related documents should be read throughly. However both the Saint Johns Northwest Residential Property Owners Association, Inc. and Turnberry Association, Inc., as well as the Master Developer of Saint Johns PUD, have the

responsibility of architectural review for all improvements constructed in the Saint Johns PUD, including those constructed on the Property or the Lots.

In some cases, in order to avoid duplication of efforts, the Turnberry ARB may refer ARB submittals directly to the Master Developer controlled ARB. Where reference herein is made to ARB, all of the Master Developer ARB, the Northwest Residential Property Owners Association ARB and Turnberry ARB are intended and included.

Section 2. Architectural Approval.

ARB approval shall conform to requirements of all of the Master Developer ARB, the Northwest Residential Property Owners Association ARB and the Turnberry ARB.

(a) No construction, modification, alteration or other improvement of any nature whatsoever to a Lot, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the ARB. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

(b) The plans to be submitted to the ARB for approval shall include (i) three copies of the construction plans and specifications, including a site plan, and all proposed landscaping, (ii) an elevation or rendering of all improvements (front, rear and sides), (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the Master Developer ARB, one copy in the records of the Turnberry ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the Northwest Master Declaration and the Northwest Residential Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARB's design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, and other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.

(d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB in accordance with its review criteria. If approval or disapproval is not forthcoming within fifteen (15) days after complete Submittals has been made to the ARB, 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 respects to the other terms and provisions of this Declaration, the Northwest Master Declaration, the Northwest Residential Declaration and the ARB's design and construction standards, if any.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VI, Section 2 (f), or approval must once again be obtained from the ARB as provided herein. Once commenced, the

construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within six (6) months from commencement unless the ARB allows an extension of time.

(f) The Developer may approve plans for future building by the builders prior to the Developer turning the architectural control over to the Association. Minor changes in said plans will be allowed without requiring the builder to resubmit the plans to the Architectural Review Committee. The "ARB" and the Association will be bound to honor the plan approvals given by the Developer.

(g) The Developer retains the right to approve plans for future building by the subdivision builders after the Developer turns over control of the Association.

(h) The ARB shall establish a fee sufficient from time-to-time to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

Section 3. No Representation. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Declaration, the Northwest Master Declaration or the Northwest Residential Declaration, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use. All lots shall be used for single family residential purposes exclusively.

Section 2. Minimum Square Footage of Dwellings. The enclosed living area of any House shall contain a minimum of One Thousand, Eight Hundred (1,800) square feet of HVAC space, unless Developer permits an exception, in writing, for a lesser amount of HVAC space, which Developer may do for as long as there is Class B membership. In the case of two-story structures, the ground floor enclosed living area shall not be less than One Thousand, Two Hundred (1,200) square feet of HVAC space unless Developer permits an exception, in writing, for a lesser amount of HVAC space, which Developer may do for as long as there is Class B membership. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas.

Section 3. Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

A residence may be located wholly within a single platted Lot or upon a portion of a platted Lot or combination of platted Lots. Set-backs shall be measured from the outer surface of the exterior walls of each house.

- Front yard set-backs: 20' minimum from front Lot line.
- Side yard set-backs: 5' minimum from side Lot lines (or upland buffer *limit). For corner Lots, setback from side street Property line is 15'.
- Rear yard set-backs: 15' minimum from rear Lot line (or upland buffer * limit) or top of lakebank.
- Rear yard set-backs: 5' from wetland line as established by St. Johns County and/or St. Johns Water Management District.
- Rear yard set-backs reduction: Upon written approval, Developer may release the Lots from minor set-back violations (not to exceed 5').

*To clarify, in cases where the upland buffer line is located more interior than the minimum set-back for a particular Lot, then the upland buffer line shall be the setback line.

Pools: Pool enclosures must be constructed within the building set-back lines. In-ground pools including the related pool deck area (but not pool enclosures) may be constructed to within 7 1/2' of rear lot line or top of lakebank, and constructed to the side set-back lines as established for that house on that particular Lot. However, pools including the related pool deck area shall not be located closer to either side Lot line than the permitted structure on that Lot.

Fences may be placed within the set-back limits, except that they may not encroach into wetlands or wetland buffer areas.

Eaves of building structures shall be limited in width to 50% of the side set-back of the structure on each Lot.

The term "front Lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear Lot line" shall mean any Lot boundary line, other than a Lot line which is contiguous to a street right-of-way, which does not extend to, or intersect the front Lot line. The term "interior side Lot line" shall mean any Lot boundary line other than a front or rear Lot line, and other than a Lot line which is contiguous to a street right-of-way. As to all corner Lots, the Developer may, in its sole discretion, determine which Lot lines are the front Lot lines and the side street lines.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less than 5,000 square feet.

Section 5. Maximum Height of a Structure The maximum height of all structures is Forty (40) feet.

Section 6. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. The street right of way must be mowed and edged on a regular basis to present a neat and clean appearance. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it

may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 7. Conduct of Residents. No illegal, noxious or offensive activity shall be conducted or carried on, in or upon any Lot or any other portion of the Property. Accordingly, residents shall not engage in any activities or maintain any condition, plant, animal, device or thing whose activities or existence shall in any way be or become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood, or which shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Property. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property; provided, however, that Developer or builders, with Developer's approval, may burn clearing and building debris as needed.

Section 8. Signs. No sign, what-so-ever, excepting one "For Rent" or "For Sale" sign, or a security company sign, all of which must conform to Architectural Guideline Standards, shall be erected or maintained on any Lot, except with the written permission of the Association or except as may be required by legal proceedings. The Association reserves the right to restrict size, color and content of signs permitted by it to be erected upon any Lot within the Property. The standard "For Sale" and "For Rent" sign design is included in the Architectural Guidelines. Identification and street numbers exceeding a combined total more than one half (½) square feet shall not be erected without the written permission of the Association. This section shall not apply to the Developer. Association or its designee reserves the right to enter any portion of the development and remove any sign not meeting the above stated criteria.

Sections 9. Parking Restrictions, Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of his permitted vehicles in a garage, attached or detached, which is part of his House. Subject to the terms of this Section, there shall be no outside storage or parking upon any Lot or within any portion of the Common Areas (other than areas provided therefor by the Board of Directors within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, riding lawnmower, tractor, truck, commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, golf cart, or any other related forms of transportation devices. Commercial vehicles or any Permitted Vehicles with advertizing thereon shall not be parked within public view on a regular basis. Boats, trailers, and other vehicles that are not Permitted Vehicles regularly may be parked only in the garage of a house. No Owner or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 10. Mailboxes. The size, design and color of all mailboxes and the supporting structures must be approved by the ARB. The standard mailbox design specifications are included in the Architectural Guidelines.

Section 11. Sidewalks. Sidewalks are required to be constructed by St. Johns County according to the approved engineering plans for the Property prepared by BHR Engineers and

Planners. Individual Lot owners are required to construct the sidewalk segment crossing their Lot according to the specifications and in the locations called for in the above referenced engineering plans, at the Owners expense on or before the earlier of the (i) completion of a House on the Lot or (ii) December 31, 1999. If any sidewalk segment is not complete by December 31, 1999, the Association may enter upon the Lot, construct the incomplete sidewalk segment and charge the Lot Owner for all costs, including administrative and any financing costs of completing said sidewalk segment. The Association's costs shall be a Lot assessment.

Section 12. Sanitary Sewerage and Water Service.

(a) Prior to the occupancy of a residence on any Lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the utility company ("Utility") which has entered into a utility agreement with the Developer. The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners shall connect up to and be serviced by this Utility and no other. The Utility shall operate and maintain the sewer systems, including the sewage treatment plant and sewage lift-stations in a manner so as not to pollute the ground, air or water in, under or around such area or subdivision with improperly or inadequately treated sewage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State Department of Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewage disposal system on any Lot.

(b) Irrigation pumps shall be installed in the Property only in accordance with the Master Permit from St. Johns River Water Management District.

(c) The central sewage system serving the Property shall be used as the sole sewage system for each Lot. Each owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot except as otherwise provided in this Section and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or unto any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway.

(d) The connection fees and charges for water and sewer services shall be as established by the Utility and as regulated by appropriate governmental authorities.

Section 13. Propane and Natural Gas. The Developer and its successors and assigns may, from time to time, enter into an agreement with a Propane/Natural Gas Utility for service. TECO Peoples Gas initially shall have the exclusive right and privilege to provide propane and/or natural gas service to the Property, but Developer reserves the right to award the right to provide this service to whichever utility Developer elects, at its sole discretion. Underground gas main piping has been installed in the street rights-of-way. These mains are accessible for service to individual houses upon request. TECO Peoples Gas agrees to operate the system in accordance with regulations and recommendations of all state and local bodies having jurisdiction.

The connection fees and charges for propane/natural gas utility services shall be as established by the Utility and as regulated by appropriate governmental authorities.

Section 14. Other Structures. No detached structure either of a temporary or permanent character or nature shall be placed upon any Lot at any time unless approved by the ARB. Examples of these structures are, without limitation, storage sheds, tool sheds, workshops, satellite dishes, hot houses, green houses, children play structures and swing sets, gazebos, arbors, guest houses or pool houses.

Section 15. Fences and Hedges. Fences and walls are discouraged in defining Lot lines. Hedges or dense vegetation are the preferred method for privacy screening. However, the following fence and hedge guidelines shall apply pending ARB approval: Fences may not exceed four (4) feet in height and must be of the fence type specified in the Architectural Guidelines. Fencing on non-lakefront or conservation area Lots may be located no closer to any street than five feet behind the front corner of the House located farthest from the street. Fencing is not permitted in the side street yard of any corner Lots. Fencing on lake-front lots is restricted to a point no closer to the lake than six (6) feet from the top of the lake bank and no closer to any street than five feet behind the front corner of the House located farthest from the street. Hedges may not exceed four (4) feet in height in the yards lots nor be located closer to a lake than six (6') from the top of bank. The limits of fencing on conservation area lots is restricted to the Wetland Jurisdiction line or Upland Buffer line as indicated on the plat (whichever is more upland), and no closer to any street than five feet behind the front corner of the House located farthest from the street. All other fence or wall configurations and colors must be approved in writing by the ARB. Fences when used to surround pools must be approved by the ARB. Applications for approval of all fencing must be made in writing.

Section 16. Pets and Animals. No animals, livestock or poultry shall be bred, kept, raised or maintained on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided that the total number of these pets not exceed three (3) in the aggregate. Dogs must be leashed or kept in enclosed areas, and birds and rabbits shall be kept caged at all times.

Section 17. No Improvements Prior to Construction of Residence. No Lot clearing shall occur, and no drives, walks, fences, walls or other improvements, if same be permitted hereby, shall be erected on any Lot prior to the approval of the house and landscaping on that Lot, and the simultaneous commencement of construction of a House thereon, provided that any such improvements may be constructed on any Lot simultaneously and in conjunction with construction of the House.

Section 18. Garages. No garage shall be permanently enclosed or converted to another use without the written approval of the ARB. No carports shall be permitted. All houses must be constructed with garages attached or detached which shall contain at least two parking places with a minimum of 400 square feet of usable space appropriate for the parking of Permitted Vehicles. All garages must have electric door openers which shall be maintained in a useful condition. Garage doors shall be kept closed when not in use. Garage entrances shall face toward the side or rear of the Lot, except where the garage is located behind the house, the garage opening may face the street, unless otherwise approved by the ARB. All improved Lots shall have a paved driveway with border constructed of a material approved by the ARB as part of the plans and specifications.

Section 19. Satellite Dishes, Antenna Systems. Television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall not be erected, constructed, or maintained on the exterior of any House or Lot unless the location, size and design thereof have been approved by the ARB. It is strongly recommended that any proposed satellite dish or antenna system for the House be designed to be hidden from view from the street and from adjacent Lots.

Section 20. No Fuel Tanks, Garbage, and Trash Receptacles. No tanks, cylinders or containers for the storage of propane, liquefied petroleum gas, or other fuel may be located on any Lot without the approval, in writing, of the Developer approved Propane/Natural Gas Utility (initially TECO Peoples Gas). Garbage or trash must be screened from view from adjacent Lots and any street as approved by the ARB. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the house, or in refuse containers concealed from view, and in accordance with the Association's Rules and Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

Section 21. Clotheslines. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the ARB. No rugs, drapes, or other items shall be hung from any portion of the exterior of any house.

Section 22. Window Coverings and Air Conditioners. Without the prior written approval of the ARB, no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a House. No window air conditioning units shall be installed in any side of a building which faces a street. Exterior components of air conditioning units shall be screened from visibility.

Section 23. Landscaping and Trees. Minimum landscaping for all homes built in Turnberry shall meet the requirements of the Association, the Saint Johns Northwest Residential Property Owners Association, and the Saint Johns Northwest Master Association landscaping criteria. In general terms, these are the as follows: A landscape plan must be submitted for each house. All four sides of each house shall be landscaped with shrubs and trees. Any areas not planted in beds must be fully sodded. It is recommended that St. Augustine sod (or similar) be used. All landscaped areas must be irrigated. The Owner and his builder shall make every effort to protect all specimen trees on the Lots. Specimen trees are defined as hard wood trees 6" or greater in diameter as measured 2' above natural grade. During construction, all trees with trunk diameters over 6" to be preserved, shall be protected by barricades acceptable to the ARB, and erected a minimum distance of 5' from the trunks of trees to be protected. After initial house construction, no tree 6" in diameter, as measured 2' above natural grade, shall be cut or removed without approval of the ARB (except palm trees) which approval may be given when such removal is necessary for the construction of a dwelling unit or other improvement.

Section 24. Resubdividing of Lots. No Lot shall be subdivided or sold or leased in parcels except as provided in this paragraph. The Developer may subdivide or replat or may combine fractional parts of any Lots to create a new building plot, in any way it sees fit to do so provided that

any such replatted or resubdivided Lot or Lots or fractional part or parts thereof shall have a width at the front building restriction (setback) line of no less than Sixty (60) feet with a minimum depth of 100'. The several covenants, restrictions and reservations herein set forth shall apply to the Lots subdivided or replatted, in the same manner as if such Lots were original platted Lots.

Section 25. Release of Violations. Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Developer shall have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Developer shall not release a violation except one it determines to be a minor violation.

Section 26. Lake Lots. All lake lots shall be subject to the following covenants and restrictions:

(a) The Owners of lake lots shall have the responsibility of sodding the lake banks to the water's edge to prevent erosion, and of maintaining lake banks within their Lot boundaries to the actual water line, as it may exist from time-to-time. The lake Lots shall be maintained by their Owners in a neat, clean and orderly manner, and so as to prevent erosion of the embankment; and, the height, grade and contour of the embankment shall not be changed without prior written approval of the Developer, the ARB and/or any governmental agency which may have jurisdiction thereof.

(b) St. Johns County, the Association, the Saint Johns Northwest Master Association and the Saint Johns Northwest Residential Property Owners Association are hereby granted perpetual drainage easements through these lakes, ponds, and lagoons, situated in whole or in part on the Property that are a part of the Master Drainage/Surface and Stormwater Management System. The County and such Associations shall have perpetual easements across each lake Lot from the waters edge to a line which is 6' inland from the top of lake bank for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on the Plats or by law.

Section 27. Lakes, Ponds and Lagoons.

(a) **General.** No individual or entity shall have the right to pump or otherwise remove any water from any lake, pond, or lagoon, situated in whole or in part upon the Property for the purpose of irrigation or other use unless expressly approved by the Master Association. Subject to drainage easements and rights of St. Johns County, the Saint Johns Northwest Master Association and the Saint Johns Northwest Residential Property Owners Association, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animals, fish and fungi in any such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the ARB. No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments unless and until same have been approved by Developer and ARB, which approval the Developer and/or ARB may withhold in its sole discretion.

(b) Recreational Use. Recreational use in or on the lakes, ponds, or lagoons will require prior written consent of the Association and/or be in accordance with those Association's Rules and Regulations; and be restricted to use by the members of the Association. If permission is granted, access to the lakes, ponds, or lagoons may be gained only from public rights-of-way, and not through the Lots of Owners (the intent here being that no one can traverse private Property in order to gain entry to a waterway).

(c) Governmental Permits. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Master Drainage/Surface and Stormwater Management System.

Section 28. Lots on Conservation Area The owners of Lots on conservation areas are required to fully landscape and irrigate their Lots per Section 23 of this Article, except for those portions of the Lot which lie within a wetland buffer or wetland area, as shown on the Plat. CLEARING, PLANTING AND MAINTENANCE ACTIVITIES IN THESE CONSERVATION AREAS ARE RESTRICTED IN ACCORDANCE WITH ST. JOHNS COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT GUIDELINES.

Section 29. Landscape Buffer. The Property designated as Tract B on the Plat of Turnberry at Saint Johns - Unit One (hereinafter referred to as "Tract B") shall serve as a perpetual landscape buffer and shall be owned by the Association. No vertical improvements such as buildings, fences or playground equipment may be installed on Tract B. Tract B shall be landscaped by Developer in accordance with a landscaping plan approved by SJH Partnership, Ltd. pursuant to its rights under the May 13, 1997 Special Warranty Deed recorded in Official Records Book 1240, page 1573 of the public records of St. Johns County, Florida, as corrected in Official Records Book 33, pages 14-22 of the public records of St. Johns County, Florida. Once installed, the Association shall maintain the landscaping on Tract B in accordance with the approved landscaping plan. Access to and ingress and egress over Tract B is limited to (i) the Association for the limited purpose of maintaining the landscaping in accordance with the approved landscaping plan, (ii) the owner of Lot 1 with respect to the portion of Tract B lying immediately south and east of Lot 1, (iii) the owner of Lot 2 with respect to the portion of Tract B lying immediately south and (iv) the owner of Lot 3 with respect to the portion of Tract B lying immediately south of Lot 3. No other persons are entitled to access, ingress or egress over Tract B.

Section 30. Activities in Wetland and Wetland Buffer Areas. Activities in the Wetland Buffer areas as delineated by the Plats shall be restricted to prohibit any placement of fill in the buffer. All conditions of the governing St. Johns River Water Management District permit must be complied with. Activities permitted by the St. Johns River Water Management District in upland buffer areas will be allowed.

Section 31. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this

Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

Section 32. Temporary Accommodations for Builders. Contractors and subcontractors who are actively engaged in the erection of any improvement on a Lot may, upon written approval by Developer or Association, be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days after the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

ARTICLE VIII

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. General. Developer reserves for itself and for the Association and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, side and rear Lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By the virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Cable Television. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

Section 3. Lakes. Developer hereby reserves for itself, the Association, St. Johns County, Saint Johns Northwest Master Association and the Saint Johns Northwest Residential Property Owners Association and the Owners a perpetual easement over and under all lakes within the Property for drainage of surface and storm water.

Section 4. Utility Easements. The Developer reserves for itself the sole power and authority to grant to the utility companies serving the Property, including water, sewer, electric, propane/natural gas, cable TV and telephone such easements as are appropriate for the implementation or operation of said utility. Such grants of easement shall not require the joinder or consent of any Lot owner or his mortgagee.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTY TO BE ENCUMBERED

BY THIS DECLARATION

Section 1. Additional Property. Additional Property may become part of the Property and the Owners of Lots within the Additional Property may become Members of the Association, subject to this Declaration, and the Association Articles and Bylaws, as provided in this Article.

Section 2. Addition by Developer. The Developer may, without the consent of either the Association, any Owner or anyone else being required, make Additional Property a part of the Property and subject to this Declaration, and thereupon the Owners of Lots in the Additional Property shall become Members of the Association. The Developer is not obligated to add any Additional Property to the Property.

Section 3. Additions by Others. With written approval of the Developer, but without the consent of either the Association, any Owner or anyone else being required, another Owner of the Additional Property may make the Additional Property a part of the Property, subject to this Declaration, and the Owners of Lots included in the Additional Property Members of the Association in the manner provided in this Article.

Section 4. Manner of Adding Additional Property. Additional Property may be added to the Property and the Owners of Lots within the Additional Property made Members of the Association by the Developer (and other owner, if applicable) by filing in the public records of St. Johns County, Florida, a supplement to this Declaration with respect to the Additional Property committing and declaring such to be the case (the "Supplemental Declaration"). The execution and recording of a Supplemental Declaration with respect to the Additional Property will extend the operation and effect of this Declaration to the Additional Property and will include the Owners of its Lots, if any, in membership in the Association. Provided, however, until such time as the Developer subjects the Additional Property to the Declaration as provided herein, the inclusion of the land as a part of the Additional Property shall in no way encumber the title to the Additional Property which may be held, conveyed, mortgaged and occupied free and clear of this Declaration.

Section 5. Content of the Supplemental Declaration. The Supplemental Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient in the judgement of the Developer to reflect the different character, if any, of the other Additional Property.

ARTICLE X

GENERAL PROVISIONS

Section 1. Condemnation or Casualty of Common Area. In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, or destroyed by fire, windstorm or other casualty, all compensation and damages and insurance proceeds shall be paid to the Association. The Board of Directors shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and

litigation of the taking or condemnation or with respect to casualty loss and negotiation and litigation with insurance carriers affecting such Property.

Section 2. Notice. Any notice required to be sent to the Owner of any Lot 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 Lot on the records of the Association at the time of such mailing.

Section 3. Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 4. Gender. 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 5. Amendment.

(a) Subject to the provisions of Article II Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent of joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Association, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirement of the Federal Housing Administration or the Veterans Administration, (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iv) to perfect, clarify or make internally consistent with the provisions herein.

(b) Subject to the provisions of Article II, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby.

(c) In addition to the foregoing, this Declaration may also be amended by an instrument signed by Developer and the Owners of two-thirds (2/3) of the Lots other than Developer, which amendment shall be effective upon the recordation in the public records of St. Johns County.

(d) Any amendment to the Covenants and Restrictions which alter the Master Drainage/Surface and Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 6. Transfer of Developer's Rights. The Developer shall have the sole and exclusive right at any time to transfer and assign, in whole or in part, to any person or entity it shall select, any or all rights, powers, privileges, given to or reserved by Developer by any part or paragraph of these covenants and restrictions and under the provisions of the recorded plat of the Property. In the event that at any time hereafter there shall be no person or entity entitled to exercise

said rights, the same shall be vested in and exercised by a committee elected by a majority of the Owners.

Section 7. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A.D., 2022, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless within six months prior to the first day of January, A.D., 2022 or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the Property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this section, these original covenants and restrictions as therein modified, shall continue to force for successive periods of 25 years, unless and until further changes, modified, waived or extinguished in the manner provided in this section. The easements created under this Declaration shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

Section 8. Enforcement.

(a) Developer, any Owner or the Association may (i) institute proceedings at law for the recovery of damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner, having rights hereunder who shall bring an action to enforce this Declaration, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' and legal assistant fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through a judgement and all appellate levels and in all administrative or agency proceedings.

(b) In addition to all remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(i) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(ii) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee")

at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(iii) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules of Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(iv) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(v) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(vi) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and lines may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(vii) All monies received from fines shall be allocated as directed by the Board of Directors.

(viii) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(ix) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 9. Severability. If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgement shall in no way void the remainder hereof, which shall remain in full force and effect.

Section 10. Disclaimers and to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, THE NORTHWEST RESIDENTIAL ASSOCIATION, THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY.

FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSON, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY FOR DAMAGES ARISING FROM THE LAKE BOTTOMS LOCATED THEREIN.

COPY

COPY

SIGNATURE BLOCK ON OTHER PAGE

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

Signed, sealed and delivered in the presence of:


Dinah K. Herring
Dinah K. Herring
Patricia H. Kelley
Patricia H. Kelley

Turnberry Developers, Ltd.
JNM Turnberry, Inc., Gen. Partner
By: *James N. McGarvey, Jr.*
James N. McGarvey, Jr., President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of Nov, 1997, by James N. McGarvey, Jr. He is personally known to me.

COPY

Patricia H. Kelley
Notary Name: Patricia H. Kelley
Notary Public, State of Florida
Commission No: CC375258
My commission expires: 5/21/98
(Notary Seal)

PATRICIA H. KELLEY
MY COMMISSION # CC375258 EXPIRES
MAY 21, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

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EXHIBIT A**LEGAL DESCRIPTION (CAPTION) OF: PROPOSED TURNBERRY AT SAINT JOHNS - UNIT ONE**

A portion of the Antonio Huertas Grant, Section 38 and Zephaniah Kingsley Grant, Section 44, Township 6 South, Range 28 East, St. Johns County, Florida, and being more particularly described as follows:

Commence at the corner common to said Sections 38 and 44, and also being the Northwest corner of those lands described and recorded in Official Records Book 818, page 802 of the Public Records of said St. Johns County, Florida, and run South $14^{\circ}55'52''$ West, along the Northwesterly line of aforesaid lands described and recorded in said Official Records Book 818, page 802 of said public records, a distance of 902.65 feet; thence run South $75^{\circ}04'08''$ East, a distance of 221.46 feet; thence run South $30^{\circ}11'11''$ East, a distance of 53.06 feet; thence run South $23^{\circ}52'07''$ East, a distance of 36.22 feet; thence run South $34^{\circ}19'22''$ East, a distance of 55.26 feet; thence run South $41^{\circ}46'52''$ East, a distance of 54.55 feet; thence run South $52^{\circ}21'48''$ East, a distance of 44.01 feet; thence run South $41^{\circ}22'01''$ East, a distance of 35.85 feet; thence run North $89^{\circ}16'10''$ East, a distance of 220.65 feet; thence run North $02^{\circ}36'15''$ East, a distance of 25.00 feet; thence run South $87^{\circ}23'45''$ East, a distance of 22.64 feet; thence run South $87^{\circ}16'07''$ East, a distance of 20.48 feet; thence run North $84^{\circ}07'31''$ East, a distance of 40.49 feet; thence run South $87^{\circ}01'47''$ East, a distance of 35.77 feet; thence run South $03^{\circ}10'51''$ West, a distance of 25.00 feet; thence run North $88^{\circ}36'10''$ East, a distance of 141.44 feet; thence run North $18^{\circ}25'38''$ East, a distance of 48.32 feet; thence run North $10^{\circ}26'16''$ West, a distance of 79.65 feet to a point on a curve, concave Northerly, thence Easterly, along the arc of said curve to the left, having a radius of 200.00 feet, through a central angle of $23^{\circ}07'46''$, for an arc distance of 80.74 feet, said arc being subtended by a chord bearing and distance of North $67^{\circ}59'51''$ East, 80.19 feet to the end of said curve; thence run South $37^{\circ}36'59''$ East, a distance of 145.14 feet; thence run North $29^{\circ}04'10''$ East, a distance of 60.80 feet to the point of curvature of a curve, concave Southeasterly; thence Northeasterly, along the arc of said curve to the right, having a radius of 85.00 feet, through a central angle of $32^{\circ}25'16''$, for an arc distance of 48.12 feet, said arc being subtended by a chord bearing and distance of North $45^{\circ}17'18''$ East, 47.48 feet to the point of tangency of said curve; thence run North $61^{\circ}30'26''$ East, a distance of 58.53 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 60.00 feet, through a central angle of $72^{\circ}00'00''$, for an arc distance of 75.40 feet, said arc being subtended by a chord bearing and distance of South $82^{\circ}29'34''$ East, 70.53 feet to the point of tangency of said curve; thence run South $46^{\circ}29'34''$ East, a distance of 263.48 feet, to the POINT OF BEGINNING of the parcel of land herein described;

From the POINT OF BEGINNING thus described thence run South $46^{\circ}29'34''$ East, a distance of 61.96 feet; thence run North $54^{\circ}30'32''$ East, a distance of 200.18 feet; thence run North $47^{\circ}54'13''$ East, a distance of 60.40 feet; thence run North $73^{\circ}49'28''$ East, a distance of 63.39 feet; thence run North $42^{\circ}02'13''$ East, a distance of 61.45 feet; thence run North $87^{\circ}34'15''$ East, a distance of 46.69 feet; thence run North $28^{\circ}40'14''$ East, a distance of 81.67 feet; thence run North $16^{\circ}17'37''$ West, a distance of 116.08 feet; thence run North $67^{\circ}13'53''$ East, a distance of 57.46 feet; thence run South $30^{\circ}01'37''$ East, a distance of 121.34 feet; thence run South $20^{\circ}20'09''$ West, a distance of 26.08 feet; thence run South $45^{\circ}01'10''$ East, a distance of 56.38 feet; thence run South $86^{\circ}02'54''$ East, a distance of 200.55 feet; thence run North $72^{\circ}39'18''$ East, a distance of 151.48 feet; thence run North $76^{\circ}54'40''$ East, a distance of 185.22 feet; thence run North $62^{\circ}07'49''$ East, a distance of 54.85 feet; thence run South $86^{\circ}06'33''$ East, a distance of 114.96 feet; thence run South $76^{\circ}23'45''$ East, a distance of 149.59 feet; thence run North $89^{\circ}31'08''$ East, a distance of 92.14 feet; thence run South $73^{\circ}18'25''$ East, a distance of 121.12 feet; thence run North $87^{\circ}26'22''$ East, a distance of 68.77 feet; thence run South $68^{\circ}49'59''$ East, a distance of 62.36 feet; thence run North $60^{\circ}26'17''$ East, a distance of 106.00 feet; thence run North $70^{\circ}25'19''$ East, a distance of 86.15 feet; thence run North $69^{\circ}18'45''$ East, a distance of 37.61 feet; thence run North $66^{\circ}29'35''$ East, a distance of 20.97 feet; thence run North $59^{\circ}06'34''$ East, a distance of 18.49 feet; thence run North $56^{\circ}00'18''$ East, a distance of 33.00 feet; thence run North $49^{\circ}10'59''$ East, a distance of 38.17 feet; thence run North $46^{\circ}20'08''$ East, a distance of 30.67 feet; thence run North $53^{\circ}21'03''$ East, a distance of 33.11 feet; thence run North $54^{\circ}14'19''$ East, a distance of 60.29 feet; thence run North $49^{\circ}36'31''$ East, a distance of 28.12 feet; thence run North $41^{\circ}51'18''$ East, a distance of 32.11 feet; thence run North $43^{\circ}11'39''$ East, a distance of 32.28 feet; thence run North $56^{\circ}27'52''$ East, a distance of 28.12 feet; thence run North $55^{\circ}14'46''$ East, a distance of 32.66 feet; thence run North $46^{\circ}12'39''$ East, a distance of 27.38 feet; thence run North $38^{\circ}03'10''$ East, a distance of 33.12 feet; thence run North $37^{\circ}55'19''$ East, a distance of 27.93 feet; thence run North $47^{\circ}23'31''$ East, a distance of 31.13 feet; thence run North $39^{\circ}40'29''$ East, a distance of 22.25 feet; thence run North $36^{\circ}32'57''$ East, a distance of 38.43 feet; thence run North $28^{\circ}31'33''$ East, a distance of 23.88 feet; thence run North $28^{\circ}16'53''$ East, a distance of 32.94 feet; thence run North $42^{\circ}57'16''$ East, a distance of 29.27 feet; thence run North $56^{\circ}22'24''$ East, a distance of 60.55 feet; thence run North $31^{\circ}48'49''$ East, a distance of 22.02 feet; thence run North $28^{\circ}48'51''$ East, a distance of 41.39 feet; thence run North $29^{\circ}00'47''$ East, a distance of 18.90 feet; thence run North $05^{\circ}22'14''$ West, a distance of 33.14 feet; thence run North $21^{\circ}27'15''$ East, a distance of 25.56 feet; thence run North $37^{\circ}23'31''$ East, a distance of 33.00 feet; thence run North $22^{\circ}38'15''$ East, a distance of

41.94 feet; thence run North $51^{\circ}41'03''$ East, a distance of 40.58 feet; thence run North $31^{\circ}58'08''$ East, a distance of 36.33 feet; thence run North $53^{\circ}37'04''$ East, a distance of 25.91 feet; thence run North $29^{\circ}25'26''$ East, a distance of 22.68 feet; thence run North $57^{\circ}37'19''$ East, a distance of 13.32 feet to the point of curvature of a curve, concave Westerly; thence Northerly, along the arc of said curve to the left, having a radius of 75.00 feet, through a central angle of $98^{\circ}11'1''$, for an arc distance of 128.53 feet, said arc being subtended by a chord bearing and distance of North $06^{\circ}31'41''$ East, 113.37 feet to a point of reverse curvature, concave Easterly; thence Northerly, along the arc of said curve to the right, having a radius of 30.00 feet, through a central angle of $115^{\circ}36'02''$, for an arc distance of 60.53 feet, said arc being subtended by a chord bearing and distance of North $17^{\circ}14'03''$ East, 50.77 feet to the end of said curve; thence run North $75^{\circ}02'04''$ East, a distance of 51.89 feet to the point of curvature of a curve, concave Southerly; thence Easterly, along the arc of said curve to the right, having a radius of 50.00 feet, through a central angle of $71^{\circ}16'26''$, for an arc distance of 62.20 feet, said arc being subtended by a chord bearing and distance of South $69^{\circ}19'43''$ East, 58.26 feet to a point of cusp with a curve, concave Northeasterly; thence Northwesterly, along the arc of said curve to the right, having a radius of 550.00 feet, through a central angle of $15^{\circ}24'02''$, for an arc distance of 147.83 feet, said arc being subtended by a chord bearing and distance of North $25^{\circ}59'29''$ West, 147.39 feet to the end of said curve; thence run North $18^{\circ}17'27''$ West, a distance of 13.92 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of $75^{\circ}53'47''$, for an arc distance of 33.12 feet, said arc being subtended by a chord bearing and distance of South $28^{\circ}03'41''$ West, 30.75 feet to the point of tangency of said curve; thence run South $66^{\circ}00'34''$ West, a distance of 51.48 feet to a point on a curve, concave Southeasterly; thence Southwesterly, along the arc of said curve to the left, having a radius of 500.00 feet, through a central angle of $10^{\circ}38'41''$, for an arc distance of 92.89 feet, said arc being subtended by a chord bearing and distance of South $60^{\circ}41'15''$ West, 92.76 feet to a point of reverse curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 10.00 feet, through a central angle of $90^{\circ}00'56''$, for an arc distance of 15.71 feet, said arc being subtended by a chord bearing and distance of North $79^{\circ}37'38''$ West, 14.14 feet to the point of tangency of said curve; thence run North $34^{\circ}37'10''$ West, a distance of 22.63 feet to a point on a curve, concave Northwesterly, thence Southwesterly, along the arc of said curve to the right, having a radius of 125.00 feet, through a central angle of $15^{\circ}17'46''$, for an arc distance of 33.37 feet, said arc being subtended by a chord bearing and distance of South $35^{\circ}52'20''$ West, 35.27 feet to the point of tangency of said curve; thence run South $43^{\circ}31'13''$ West, a distance of 194.65 feet to the point of curvature of a curve, concave Easterly; thence Southerly, along the arc of said curve to the left, having a radius of 85.00 feet, through a central angle of $53^{\circ}35'58''$, for an arc distance of 79.52 feet, said arc being subtended by a chord bearing and distance of South $16^{\circ}43'14''$ West, 76.65 feet to the end of said curve; thence run South $63^{\circ}23'53''$ West, a distance of 8.08 feet; thence run North $31^{\circ}42'02''$ West, a distance of 62.97 feet; thence run North $68^{\circ}26'55''$ West, a distance of 385.91 feet; thence run South $86^{\circ}07'17''$ West, a distance of 207.34 feet; thence run South $78^{\circ}20'27''$ West, a distance of 225.54 feet; thence run South $63^{\circ}26'06''$ West, a distance of 282.24 feet; thence run South $46^{\circ}16'39''$ West, a distance of 241.42 feet; thence run South $21^{\circ}43'19''$ West, a distance of 298.81 feet; thence run South $28^{\circ}55'04''$ East, a distance of 156.28 feet; thence run South $72^{\circ}31'21''$ West, a distance of 106.18 feet to the point of curvature of a curve, concave Northerly; thence Westerly, along the arc of said curve to the right, having a radius of 1,050.00 feet, through a central angle of $15^{\circ}11'12''$, for an arc distance of 278.31 feet, said arc being subtended by a chord bearing and distance of South $80^{\circ}06'56''$ West, 277.49 feet to the end of said curve; thence run North $23^{\circ}03'04''$ East, a distance of 99.06 feet; thence run North $32^{\circ}28'46''$ West, a distance of 6.71 feet; thence run North $13^{\circ}46'07''$ West, a distance of 33.57 feet; thence run North $31^{\circ}55'36''$ West, a distance of 35.17 feet; thence run North $03^{\circ}14'24''$ West, a distance of 28.41 feet; thence run North $02^{\circ}52'40''$ West, a distance of 28.13 feet; thence run North $80^{\circ}19'08''$ West, a distance of 181.86 feet to a point on a curve, concave Northwesterly; thence Southwesterly, along the arc of said curve to the right, having a radius of 347.50 feet, through a central angle of $21^{\circ}54'12''$, for an arc distance of 132.84 feet, said arc being subtended by a chord bearing and distance of South $42^{\circ}02'23''$ West, 132.04 feet to the end of said curve; thence run North $21^{\circ}01'33''$ West, a distance of 62.96 feet; thence run North $24^{\circ}49'56''$ West, a distance of 19.62 feet; thence run North $46^{\circ}05'52''$ West, a distance of 35.14 feet; thence run North $52^{\circ}22'55''$ West, a distance of 25.76 feet; thence run South $42^{\circ}03'11''$ West, a distance of 47.09 feet; thence run South $58^{\circ}00'23''$ West, a distance of 145.85 feet; thence run South $53^{\circ}18'28''$ West, a distance of 273.40 feet; thence run South $47^{\circ}35'59''$ East, a distance of 84.79 feet to a point on a curve, concave Northeasterly; thence Southeasterly, along the arc of said curve to the left, having a radius of 45.00 feet, through a central angle of $32^{\circ}07'37''$, for an arc distance of 25.23 feet, said arc being subtended by a chord bearing and distance of South $63^{\circ}41'04''$ East, 24.99 feet to the end of said curve; thence run South $09^{\circ}36'55''$ West, a distance of 211.53 feet, to the POINT OF BEGINNING.

Containing 1,311,800 square feet or 30.115 acres, more or less.

EXHIBIT B

O.R. 1277 PG 0635

PARCEL 17

PART OF SECTION 44, TOGETHER WITH A PART OF SECTION 38 OF THE ANTONIO HUERTAS GRANT, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A COMMON CORNER TO SAID SECTIONS 38 AND 44, AT THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 14°55'52" WEST ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 902.65 FEET; THENCE SOUTH 75°04'08" EAST, A DISTANCE OF 221.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°08'00" EAST, A DISTANCE OF 212.83 FEET; THENCE SOUTH 84°06'59" EAST, A DISTANCE OF 143.67 FEET; THENCE NORTH 36°07'29" EAST, A DISTANCE OF 71.88 FEET; THENCE NORTH 21°42'37" WEST, A DISTANCE OF 55.18 FEET; THENCE NORTH 57°29'02" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 12°56'14" WEST, A DISTANCE OF 54.95 FEET; THENCE NORTH 30°42'22" EAST, A DISTANCE OF 85.68 FEET; THENCE NORTH 35°33'19" EAST, A DISTANCE OF 116.78 FEET; THENCE NORTH 28°40'30" EAST, A DISTANCE OF 40.07 FEET; THENCE NORTH 29°38'37" EAST, A DISTANCE OF 96.08 FEET; THENCE NORTH 46°54'21" EAST, A DISTANCE OF 122.51 FEET; THENCE NORTH 65°42'39" EAST, A DISTANCE OF 70.04 FEET; THENCE NORTH 87°11'45" EAST, A DISTANCE OF 88.39 FEET; THENCE SOUTH 42°36'16" EAST, A DISTANCE OF 184.06 FEET; THENCE NORTH 82°13'04" EAST, A DISTANCE OF 72.83 FEET; THENCE NORTH 34°01'44" EAST, A DISTANCE OF 54.10 FEET; THENCE NORTH 20°27'12" EAST, A DISTANCE OF 180.61 FEET; THENCE NORTH 22°59'20" WEST, A DISTANCE OF 94.68 FEET; THENCE NORTH 10°55'18" WEST, A DISTANCE OF 149.84 FEET; THENCE NORTH 77°00'58" EAST, A DISTANCE OF 169.09 FEET; THENCE SOUTH 83°56'39" EAST, A DISTANCE OF 193.94 FEET; THENCE SOUTH 70°40'54" EAST, A DISTANCE OF 90.54 FEET; THENCE DUE SOUTH, A DISTANCE OF 71.31 FEET; THENCE SOUTH 71°33'54" EAST, A DISTANCE OF 125.29 FEET; THENCE NORTH 36°23'04" EAST, A DISTANCE OF 62.34 FEET; THENCE SOUTH 53°59'50" EAST, A DISTANCE OF 174.23 FEET; THENCE SOUTH 85°41'12" EAST, A DISTANCE OF 186.12 FEET; THENCE SOUTH 66°04'54" EAST, A DISTANCE OF 159.36 FEET; THENCE SOUTH 39°12'26" EAST, A DISTANCE OF 171.94 FEET; THENCE SOUTH 19°23'02" WEST, A DISTANCE OF 174.64 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 154.00 FEET; THENCE SOUTH 29°24'23" WEST, A DISTANCE OF 26.80 FEET; THENCE SOUTH 82°33'50" WEST, A DISTANCE OF 37.48 FEET; THENCE SOUTH 30°26'47" WEST, A DISTANCE OF 38.59 FEET; THENCE SOUTH 12°08'05" EAST, A DISTANCE OF 27.41 FEET; THENCE SOUTH 62°44'58" WEST, A DISTANCE OF 16.27 FEET; THENCE SOUTH 21°40'55" WEST, A DISTANCE OF 27.29 FEET; THENCE SOUTH 02°52'40" EAST, A DISTANCE OF 28.13 FEET; THENCE SOUTH 03°14'24" EAST, A DISTANCE OF 28.41 FEET; THENCE SOUTH 31°55'36" EAST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 13°46'07" EAST, A DISTANCE OF 33.57 FEET; THENCE SOUTH 32°28'46" EAST, A DISTANCE OF 6.71 FEET; THENCE SOUTH 23°03'04" WEST, A DISTANCE OF 99.06 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 278.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 80°06'56" EAST AND A CHORD DISTANCE OF 277.49 FEET TO THE POINT OF

TANGENCY OF SAID CURVE; THENCE NORTH 72°31'21" EAST, A DISTANCE OF 106.18 FEET; THENCE NORTH 28°55'04" WEST, A DISTANCE OF 156.28 FEET; THENCE NORTH 21°43'19" EAST, A DISTANCE OF 298.81 FEET; THENCE NORTH 46°16'39" EAST, A DISTANCE OF 241.42 FEET; THENCE NORTH 63°26'06" EAST, A DISTANCE OF 282.24 FEET; THENCE NORTH 78°20'27" EAST, A DISTANCE OF 225.54 FEET; THENCE NORTH 86°07'17" EAST, A DISTANCE OF 207.34 FEET; THENCE SOUTH 88°26'55" EAST, A DISTANCE OF 385.91 FEET; THENCE SOUTH 31°12'02" EAST, A DISTANCE OF 62.97 FEET; THENCE NORTH 63°23'53" EAST, A DISTANCE OF 8.08 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 79.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 16°43'14" EAST AND A CHORD DISTANCE OF 76.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 43°31'13" EAST, A DISTANCE OF 194.65 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.37 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°52'20" EAST AND A CHORD DISTANCE OF 33.27 FEET; THENCE SOUTH 34°37'10" EAST, A DISTANCE OF 22.63 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°37'38" EAST AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 92.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 60°41'15" EAST AND A CHORD DISTANCE OF 92.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°00'34" EAST, A DISTANCE OF 51.48 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 28°03'41" EAST AND A CHORD DISTANCE OF 30.75 FEET TO THE POINT OF CUSP ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED ROYAL PINES PARKWAY (A 100 FOOT RIGHT-OF-WAY); THENCE SOUTH 18°17'27" EAST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 13.92 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONTINUING ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE AN ARC DISTANCE OF 147.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 25°59'29" EAST AND A CHORD DISTANCE OF 147.39 FEET TO THE POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY LEAVING SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ROYAL PINES PARKWAY AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°19'43" WEST AND A CHORD DISTANCE OF 58.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 75°02'04" WEST, A DISTANCE OF 51.89 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 17°14'03" WEST AND A CHORD DISTANCE OF 50.77 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE WESTERLY HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.53 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 08°31'41" WEST AND A CHORD DISTANCE OF 113.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 57°37'19" WEST, A DISTANCE OF 13.32 FEET; THENCE SOUTH 29°25'28" WEST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 53°37'04" WEST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 31°58'08" WEST, A DISTANCE OF 36.33 FEET; THENCE SOUTH 51°41'03" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 22°38'15" WEST, A DISTANCE OF 41.94 FEET; THENCE SOUTH 37°23'31" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 21°27'15" WEST, A DISTANCE OF 25.56 FEET; THENCE SOUTH 05°22'14" EAST, A DISTANCE OF 33.14 FEET; THENCE SOUTH 29°00'47" WEST, A DISTANCE OF 18.90 FEET; THENCE SOUTH 28°48'51" WEST, A DISTANCE OF 41.39 FEET; THENCE SOUTH 31°48'49" WEST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 56°22'24" WEST, A DISTANCE OF 60.55 FEET; THENCE SOUTH 42°57'16" WEST, A DISTANCE OF 29.27 FEET; THENCE SOUTH 28°16'53" WEST, A DISTANCE OF 32.94 FEET; THENCE SOUTH 28°31'33" WEST, A DISTANCE OF 23.88 FEET; THENCE SOUTH 36°32'57" WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 39°40'29" WEST, A DISTANCE OF 29.25 FEET; THENCE SOUTH 47°23'31" WEST, A DISTANCE OF 31.13 FEET; THENCE SOUTH 37°55'19" WEST, A DISTANCE OF 27.93 FEET; THENCE SOUTH 38°03'10" WEST, A DISTANCE OF 33.12 FEET; THENCE SOUTH 46°12'39" WEST, A DISTANCE OF 27.58 FEET; THENCE SOUTH 55°14'46" WEST, A DISTANCE OF 32.66 FEET; THENCE SOUTH 56°27'52" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 43°11'39" WEST, A DISTANCE OF 32.28 FEET; THENCE SOUTH 41°51'18" WEST, A DISTANCE OF 32.11 FEET; THENCE SOUTH 49°36'31" WEST, A DISTANCE OF 28.12 FEET; THENCE SOUTH 54°14'19" WEST, A DISTANCE OF 60.29 FEET; THENCE SOUTH 53°21'03" WEST, A DISTANCE OF 33.11 FEET; THENCE SOUTH 46°20'08" WEST, A DISTANCE OF 30.67 FEET; THENCE SOUTH 49°10'59" WEST, A DISTANCE OF 38.17 FEET; THENCE SOUTH 56°00'18" WEST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 59°06'34" WEST, A DISTANCE OF 18.49 FEET; THENCE SOUTH 66°29'35" WEST, A DISTANCE OF 20.97 FEET; THENCE SOUTH 69°18'45" WEST, A DISTANCE OF 37.61 FEET; THENCE SOUTH 70°25'19" WEST, A DISTANCE OF 138.11 FEET; THENCE NORTH 81°05'20" WEST, A DISTANCE OF 640.17 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°41'58" WEST AND A CHORD DISTANCE OF 97.72 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 76°54'40" WEST, A DISTANCE OF 309.11 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.82 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 307.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°34'52" WEST AND A CHORD DISTANCE OF 282.97 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 89.71 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF NORTH 73°28'15" WEST AND A CHORD DISTANCE OF 78.15 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°21'59" WEST AND A CHORD DISTANCE OF 44.86 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 27°08'43" EAST, A DISTANCE OF 103.53 FEET; THENCE SOUTH 54°30'32" WEST, A DISTANCE OF 501.05 FEET; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 291.81 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 75.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°29'34" WEST AND A CHORD DISTANCE OF 70.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 61°30'26" WEST, A DISTANCE OF 58.53 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°17'18" WEST AND A CHORD DISTANCE OF 47.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°04'10" WEST, A DISTANCE OF 60.80 FEET; THENCE NORTH 37°36'59" WEST, A DISTANCE OF 145.14 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.74 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°59'51" WEST AND A CHORD DISTANCE OF 80.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 10°26'16" EAST, A DISTANCE OF 79.65 FEET; THENCE SOUTH 18°25'38" WEST, A DISTANCE OF 48.32 FEET; THENCE SOUTH 88°36'10" WEST, A DISTANCE OF 141.44 FEET; THENCE NORTH 03°10'51" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 87°01'47" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 84°07'31" WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 87°16'07" WEST, A DISTANCE OF 20.48 FEET; THENCE NORTH 87°23'45" WEST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 02°36'15" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°16'10" WEST, A DISTANCE OF 220.65 FEET; THENCE NORTH 41°22'01" WEST, A DISTANCE OF 35.85 FEET; THENCE NORTH 52°21'48" WEST, A DISTANCE OF 44.01 FEET; THENCE NORTH 41°46'52" WEST, A DISTANCE OF 54.55 FEET; THENCE NORTH 34°19'22" WEST, A DISTANCE OF 55.26 FEET; THENCE NORTH 23°52'07" WEST, A DISTANCE OF 36.22 FEET; THENCE NORTH 30°11'11" WEST, A DISTANCE OF 53.06 FEET TO THE POINT OF BEGINNING.

Less and except the property described in Exhibit A.