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This document is: DECLARATION OF COVENANTS + RESTRICTIONS
FOR BELVEDERE PLACE

GOLDCON ENTERPRISES INC, DEVELOPER

RE: BELVEDERE PLACE

COPY

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR BELVEDERE PLACE

THIS DECLARATION is made this 6TH day of September, 2001, by GOLDCON ENTERPRISES, INC., hereinafter called "Developer".

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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 and the Surface Water System as said terms are 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.

COPY

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) "ARC" shall mean and refer to the Architectural Review Committee as provided in Article VIII hereof.

(b) "Architectural Guidelines" shall mean and refer to those guidelines and rules, which may be promulgated by the ARC, 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.

(c) "Association" shall mean and refer to Belvedere Place Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

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

(e) "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.

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

(g) "Charges" shall mean and include all General, Special and Lot Assessments and fines.

(h) "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, any Conservation Areas or recreation areas designated on the plat of the Property, the entrance signage/landscaping areas and/or facilities pertaining to the Surface Water System, or roadway/sidewalk areas.

(i) "Conservation Easement Area(s)" shall have the same meaning as "Preserved Area" or "Conservation Area" or "Preservation Area" and shall mean and refer to that land more particularly described in Exhibit A of that certain Deed of Conservation Easement, as defined in Article VI hereof. The Developer hereby reserves the right to amend the description of the lands subject to the Deed of Conservation Easement.

(j) "Developer" shall mean and refer to Goldcon Enterprises, Inc., or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer

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similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

(k) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions.

(l) "Family" shall mean and refer to a social unit consisting of parent(s) and children that they rear, but in no case shall include more than three generations.

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

(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) "Initial Assessment" shall mean and refer to those assessments referred to in Article VII hereof.

(q) "Lot" shall mean and refer to any plot of land designated as a lot on the plat of Belvedere Place, recorded in Map Book 41, pages 81 through 82, public records of St. Johns County, Florida, and to any resubdivided or replatted lot created pursuant to provisions herein.

(r) "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.

(s) "Master Drainage/Surface and Stormwater Management System" ("Surface Water 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 4OC-4, 4OC-40, or 4OC-42, F.A.C, as amended or modified 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.

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

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

(v) "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, unless all of the Lot has been leased by the fee simple or life estate owner under a ground lease having an original term of at least ten (10) years, in which case all references in this Declaration to "Owner" shall be deemed to refer to the Lessee so long as such lease remains in effect. Owner shall not include those having an interest merely as security for the performance of an obligation.

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

(x) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(y) "Protected Trees" shall be those trees designated by the Developer or the Association which are to be specifically protected from removal or damage to any part of roots or structure (except trimming by a licensed tree surgeon), which are located on any Lots or Common Areas.

(z) "Special Assessments" shall mean and refer to those assessments referred to in Article VII hereof.

(aa) "Utility Agreement" shall refer to the December 27, 2000 Utility Agreement between Developer, its successors and its assigns, and St. Johns Service Company, which provides guidelines and obligations of the parties thereto under which the Property is to receive water and sewer service from St. Johns Service Company.

(bb) "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.

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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 fee simple 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 the Developer. Class A members are entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A members will all be 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 parcel 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 owned. 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, or the Developer chooses, in its sole and absolute discretion, to convert to Class A membership. Upon the conversion of Class B membership, all provisions of the Declaration, these Articles, and the By-Laws referring to classes of membership will be of no further force and effect. The control of the Association (with the exception of the ARC) 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 of the Association and their Guests thereon.

(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 and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage all or any part of the Common Areas by an affirmative vote of 2/3 of the combined Class A and Class B votes, or of the Lot Owners, if there are no longer classes of membership.

(e) The right of Developer or the Association to grant and reserve easements and rights-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.

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 and 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, Protected Trees, the Surface Water System, any 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 residents of his house as a result of negligence or intentional acts, such Owner shall hereby authorize 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 necessary 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, restrictions and governmental permits of record 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 shall reserve 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 or creation of new easements or modifications of preexisting easements, or to exercise any other rights provided for elsewhere herein.

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ARTICLE IV
ASSOCIATION

Section 1. General. The duties and powers of the Association shall be those provided by law as set forth in this Declaration, 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 judgment 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 Surface Water System, (iii) administer and enforce the easements provided for in this Declaration, (iv) make, collect and disburse the assessments and fines created in this Declaration, and (v) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

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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
SURFACE WATER SYSTEM

Section 1. All costs of initially constructing the Surface Water System shall be borne by the Developer. The Developer, by separate agreement(s), may obligate third parties to share in the costs of constructing the Surface Water System.

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Section 2. The Association shall, upon the approval by the St. Johns River Water Management District to transfer the Surface Water System Permit from the Developer to the Association, agree unconditionally to accept the transfer of said permit.

Section 3. The Association shall be responsible for the maintenance, operation and repair of the Surface Water System. Maintenance of the Surface Water System 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 shall be responsible for such maintenance and operation from the time it is substantially complete and put into use by Developer. Any repair or reconstruction of the Surface Water System shall only be as permitted, or if modified, only as approved by the St. Johns River Water Management District.

ARTICLE VI
CONSERVATION EASEMENT

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Section 1. Conservation Easement Area.

Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Area, as same is described in that certain Deed of Conservation Easement recorded on August 10, 2001, in Official Records Book 1637, pages 1203 through 1212, inclusive, public records of St. Johns County, Florida, attached hereto as Exhibit B and made a part hereof (hereinafter the "Conservation Easement"). Developer granted the Conservation Easement as a condition of permit number 40-109-65151-1 issued by the District, and permit number 1993-025-41 (NWME) issued by the U.S. Army Corps of Engineers, solely to offset adverse impacts to natural resources, fish and wildlife and wetland functions.

Section 2. Purpose. The purpose of the Conservation Easement is to ensure that the Conservation Easement Area will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Area that will impair or interfere with the environmental value of the area.

Section 3. Prohibited Uses. Any activity in or use of the Conservation Easement Area inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

Section 4. Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Area in a reasonable manner and at all reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth therein, and require the restoration of areas or features of the Conservation Easement Area that may be damaged by any activity inconsistent with the Conservation Easement.

Section 5. Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a 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, 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 Article and in the Association Articles and By-Laws, including those charges assessed prior to such closing unless Buyer has obtained an estoppel statement 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 such function required of it, or any alleged negligent or wrongful acts 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 Surface Water System, including the management and administration of the Association and the furnishing of services and performing the Association's obligations 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 Association's obligations; provided, however that the first annual General

Assessment for the 2001 calendar year shall be and is hereby set at $600. 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 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 and Surface Water 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 in a 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 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. Initial Assessment. Each Lot within the Property is subject to an initial assessment by the Developer upon the initial conveyance of each Lot by the Developer to an Owner. Said initial assessment shall be in the amount of $1,000.00, and shall be paid to the Association at the time of conveyance of each Lot by Developer.

Section 7. 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' and legal assistant 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, by 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 among all Class A Members as an Association expense.

Section 8. Certificate. The Treasurer of the Association, upon written demand of any Owner responsible or potentially responsible for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made and the basis therefor.

Section 9. Budget.

(a) 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 fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(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 they consider 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 percent (15%) above the maximum Annual General Assessment for the 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 of release in any manner of any Owner's obligation to pay any assessment as herein provided, 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 previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 10. Conformity of Assessments and Developers Obligation to Pay Assessments. The General Assessment and any Special Assessments for the Common Areas must be uniform throughout the Property, except that the Annual General Assessment against any Lot owned by Developer and which is not being occupied as a residence shall be fixed by the Board of Directors for so long as there is a Class B membership in an amount not more than $200 per Lot owned by the Developer. At such time that there is no longer Class B membership 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 will not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. In addition to the Initial Assessment described in Section 7 of this Article VII, upon transfer of title of a Developer-owned Lot, such Lot shall be assessed -in the same amount as established against Lots owned by the other Class A members of the Association, prorated as of, and 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.

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.

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ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. ARC. The Developer shall establish the Architectural Review Committee (the "ARC"), which shall consist of at least three (3) members appointed by the Developer who may or may not be members of the Board of Directors or Owners, provided that prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer reserves the right to appoint a majority of members of the ARC, which appointees do not have to be Owners. The Board of Directors shall fill by appointment any ARC vacancies, which have not been appointed by the Developer. Vacancies filled by the Board of Directors do not need to be filled with Owners only. Developer or its assigns will retain control of the ARC as long as it owns one or more Lots in the Property. Each ARC

member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Developer at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove ARC members which Developer has appointed. At such time as the Developer relinquishes control of the ARC, the Board of Directors may remove an ARC member, with or without cause, at any time, by written notice, with successor appointed to fill such vacancy for the remainder of the term of the former member. The ARC shall meet at least quarterly or on an as needed basis as may be designated by the Chairman of the ARC. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARC on any matter before it. The ARC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARC in performing its functions as set forth herein.

Section 2. Architectural Approval.

(a) No construction, modification, alteration, removal or other improvement of any nature whatsoever to a Lot, except for interior alterations not affecting the external structure appearance or landscaping 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 ARC. 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 ARC for approval shall include (i) two copies of the construction plans and specifications, including a site plan with all existing trees and Protected Trees noted thereon, and all proposed landscaping, (ii) an elevation or rendering of all improvements, and (iii) such other items as the ARC may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARC, and the other copy will be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARC based upon compliance with the provisions of the Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARC's Architectural Guidelines and any other design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, protection of trees and other vegetation, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARC, will affect the desirability or suitability of the construction. The ARC 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 ARC in accordance with its review criteria. If approval or disapproval is not forthcoming within fifteen (15) days after complete submittal has been made to the ARC, unless an extension is agreed to by the applicant, the application will 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 and the ARC's Architectural Guidelines and other design and construction standards, if any.

(e) After approval by the ARC, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VIII, Section 2(f), or approval must once again be obtained from the ARC as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within twelve (12) months from commencement unless the ARC 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 ARC. The ARC and the Association will be bound to honor the plan approvals given by the Developer.

(g) The ARC 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. Such fee may be charged for applications for approval.

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 ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE IX
USE RESTRICTIONS

Section 1. Use Restrictions for Conservation Easement Areas. The Conservation Easement Areas as described in that certain Deed of Conservation Easement, attached hereto as Exhibit B and made a part hereof, which include, without limitation, certain areas on Lots 4 through 10, inclusive, of Belvedere Place, shall be used, treated and protected in perpetuity in accordance with the terms and conditions of said Deed of Conservation Easement.

Section 2. Land Use. All Lots shall be used for single family residential purposes exclusively and shall be further governed by the express provisions of those certain Ordinance Numbers 2000-07 and as amended by 2000-67, St. Johns County, as recorded at PUD Official Records Book N, pages 1026 - 1041 and PUD Official Records Book "O" pages 77-94, respectively, (together the "PUD Ordinances"). In the event of any conflict between the referenced PUD Ordinances and the provisions of this Declaration, the

provisions of the PUD Ordinances shall control. Developer, for as long as Developer owns any Lot, reserves the right to amend the PUD Ordinances and shall provide fifteen (15) day notice to any Lot Owner prior to submitting an application to amend the PUD Ordinances.

Section 3. Minimum Square Footage of Dwellings. The enclosed living area of any House shall contain a minimum of Two Thousand Five Hundred (2,500) 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 area shall not be less than One Thousand Five Hundred (1,500) square feet of HVAC space. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas.

Section 4. Location of Improvements on Lot. The location of all improvements on each Lot shall be governed by the PUD Ordinances, as may be amended from time to time and the following:

(a) Setbacks shall be measured from the outer surface of the exterior walls of each house.

(b) Exceptions may be made by the Developer for Tree protection.

(c) Pool enclosures must be constructed within the building setback lines.

(d) In-ground pools may be constructed within 10 feet of rear lot line, and 7.5 feet of the side lot lines; however, pools shall not be located closer to either side lot line than the permitted structure on that lot.

(e) A deviation from the referenced requirements of up to a maximum of twenty (20%) percent may be allowed if approved in writing by the ARC and any governmental agency with competent jurisdiction, as may be required. As to the ARC, said determination of approval shall be made utilizing standards of hardship as applied in granting zoning variances. If the reason for the deviation is to preserve trees, this will be considered a hardship by the ARC.

Section 5. Lot Area. No House shall be erected or placed on any Lot having an area of less than 7,000 square feet.

Section 6. Maximum Height of a Structure. The maximum height of any structure for all permitted or permissible uses is thirty-five (35) feet.

Section 7. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his/her Lot in a neat, clean, attractive and park-like condition. If a House has not been constructed and landscaped on a Lot within six (6) months of the purchase of said Lot, then the Lot Owner is required to maintain the Lot so that grass and other natural or planted ground cover will not exceed six (6) inches in height, palms and other trees will be kept trimmed at least once a year and sidewalk edges will be kept edged at all times. 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 to maintain compliance with this section. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 8. Conduct of Residents. No illegal, noxious or offensive activity will 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 9. Signs. No sign, whatsoever, excepting one "For Rent" or "For Sale" sign, 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. Identification and street numbers may not exceed a combined total of more than one square foot without the written permission of the Association. This section shall not apply to the Developer or to any person or entity designated by the Developer. 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. All signs permitted herein must meet the size criteria established by the St. Johns County Land Development Code, as may be amended from time to time.

Sections 10. Parking Restrictions, Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of Permitted Vehicles within enclosed garages or workshops, attached or detached, which are part of a 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 therefore 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, or any other related forms of transportation devices. Commercial vehicles or any Permitted Vehicles with advertising 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 within an enclosed garage or workshop of a house. No Owner or other occupants of any portion of the property 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 11.Mailboxes. The size, design and color of all mailboxes and the supporting structures must be approved by the ARC. The standard mailbox design specifications shall be included in the Architectural Guidelines.

Section 12. Sanitary Sewer 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 sewerage 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 sewerage. 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 sewerage disposal system on any Lot.

(b) St. Johns Service Company or its successors or assigns has the sole and exclusive right to provide water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots or on the Property to provide water for use within the houses to be built, and no potable water shall be used within said houses except potable water which is obtained from St. Johns Service Company, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for heating or air-conditioning. All sewage from any building must be disposed of through the sewage lines and disposal plant owned or controlled by St. Johns Service Company, or its successors or assigns. No water from air-conditioning systems, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. St. Johns Service Company has a non-exclusive perpetual easement and right in and to, over and under certain property as described in the Utility Agreement for the purpose of installation and/or repair of water and sewage facilities.

If installed, irrigation pumps must be covered with a small house and surrounded by appropriate landscaping, approved by the ARC.

(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 that Owner's 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 into any marsh, lake, pond, park, ravine, drainage ditch or canal, roadway, Conservation Area or Common Area.

(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. 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 ARC including, without limitation, storage sheds, tool sheds, workshops, satellite dishes (greater than 18" in diameter), hot houses, green houses, carports, children's play structures and swing sets, gazebos, arbors, guesthouses or pool houses.

Section 14. Fences.

(a) Fences and walls are discouraged in defining Lot lines. Hedges or dense vegetation are the preferred method for privacy screening. However, the following fences are permitted without ARC approval: Fencing on Lots may be located no closer to any street than five (5) feet behind the front corner of the House located farthest from the street. Fencing is permitted along the side yard of any Lot. Fences may not exceed four (4) feet in height and must be white picket wood or white or black wrought iron or anodized aluminum with balusters no larger than 1" in cross-section. Fence posts may be larger in cross-section. . All other fence or wall configurations and colors must be approved in writing by the ARC. Decorative wood, wrought iron or other metal fences when used to surround pools must be approved by the ARC. Applications for approval of these types of exceptions must be made in writing, and may or may not be approved.

(b) Perimeter fencing along the rear Lot lines, or adjacent to the Conservation Easement Area or any drainage easement perimeters of Lots shall be permitted, per the specifications above.

(c) Fencing located adjacent to Solana Road, and between the retention ponds and Lots 1 and 17, which is initially installed by the Developer, shall be the property of and owned by the Association, and as such shall be maintained by the Association. The Association shall assess all Association members for the normal and routine maintenance of this perimeter fence. However, in the event that the Association determines that extraordinary maintenance of the perimeter fence is required due to neglect, misuse, willful destruction or any other cause by a particular Member, the Association may assess that Member the full cost of the required specific extraordinary maintenance.

Section 15. 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 do 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 16. No Improvements Prior to Construction of Residence. Except for Developer, no lot clearing shall occur and no drives, walks, fences, walls, foundations 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 by the Developer and/or ARC, as required hereby, 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.

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Section 17. Garages. No garage shall be permanently enclosed or converted to another use without the written approval of the ARC. No carports shall be permitted. Porte-cocheres shall be permitted for garages located behind the house. All houses must be constructed with garages attached or detached, which shall contain at least two parking places with a minimum of 360 square feet of usable space appropriate for the parking of Permitted Vehicles. All garages must have electric door openers that shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrances shall face toward the side or rear of the Lot, except the garage opening may face the street where the garage is located behind the house, or unless otherwise approved by the ARC. All improved Lots shall have a paved driveway constructed of a material approved by the ARC as part of the plans and specifications, including no less than a five-foot wide apron of pavers immediately adjacent to the roadway curb, as specified in the Architectural Guidelines for each driveway area.

Section 18. Satellite Dishes, Antenna Systems. No television or radio masts, towers, poles, antennas, aerials, satellite dishes (greater than 18" in diameter), or appurtenances shall 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 ARC. In general the ARC shall not approve any such items unless the proposed antenna system for the House can be completely hidden from view from the street and from adjacent Lots. Satellite dishes shall not be visible from the internal road or Solana Road.

Section 19. Storage of Fuel Tanks, Garbage, and Trash Receptacles. All tanks, cylinders or containers for the storage of propane, liquefied petroleum gas, or other fuel must be located underground. Garbage or trash must be screened from view from adjacent Lots roadway, using containers specified as approved by the ARC. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations will be kept, stored, or permitted anywhere within the Property, except inside a 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 20. Clotheslines. Clotheslines are not allowed. No rugs, drapes, or other items will be hung from any portion of the exterior of any House.

Section 21. Window Coverings and Air Conditioners. Without the prior written approval of the ARC, 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 that faces a street. Exterior components of air-conditioning units shall be screened from visibility.

Section 22. Landscaping and Trees. Minimum landscaping requirements for all Houses built on the Property shall be as follows: Landscaping plans must be submitted and approved with the plans and specifications for construction of each House. All yard areas must be fully sodded, planted and irrigated. Unless otherwise provided in the PUD Ordinances, each Owner shall plant two specimen trees (4 ½"-5" caliper oaks – minimum), along the internal road at thirty-five (35) foot on center. It is recommended that St.

Augustine sod (or similar) be used. In addition to the Street tree plantings, and any shrub and grass plantings, a minimum of three canopy or flowering trees totaling a minimum of 12 caliper inches will be preserved or planted on each Lot. In the event any Protected Trees are preserved on a Lot, then such trees shall be counted as a credit towards this condition.

Prior to the construction of a House, and as a condition of plan submission to the ARC, the Owner of each Lot must submit a topographical survey (at 1' intervals) and a tree survey of all specimen trees located on the Lot. Specimen trees are defined as all trees 6" or greater in diameter as measured 2 feet above natural grade, or as otherwise may have been previously designated as to be preserved on the plat map of Belvedere Place. During construction, all trees to be preserved shall be protected by barricades acceptable to the Developer or the ARC, erected at the drip line of each tree to be protected. The barricades must be constructed and located per the recommendation of the Developer's designated tree expert. All workmen are to be kept from trespassing under, doing any construction or working beneath any such trees. All brick, concrete, pavement, pool, or other such construction work shall be done only at a distance designated by the Developer's (generally beyond the drip line), so as not to damage any trees on the property by their material or waste discharges.

A landscaping plan drawn to scale showing, at a minimum, the location, size, quantity, and height of all landscape material must be submitted and approved by the ARC prior to commencement of construction of any Lot within the Property. In reviewing plans for proposed improvements, the ARC shall take into account the natural topography and natural landscaping of the Lot such as trees, shrubs, and palmettos, and encourage the Owner to incorporate them into his/her landscaping plan. No tree six (6) inches in diameter, as measured two (2) feet above natural grade, shall be cut or removed without approval of the Developer or the ARC which approval may be given when such removal is necessary for the construction of a dwelling unit or other planned improvement. No Protected Trees shall be removed unless diseased or endangering a House, and only with ARC permission, and County permission, as may be required. Any trees damaged or improperly removed shall be replaced by the Lot Owner, or if necessary, by the Association.

Section 23. 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 or modify boundary lines of any Lots to create a new or modified building plot, in any way it sees fit to do so, provided that any such replatted, modified or resubdivided Lot or Lots shall have an area of no less than 7,000 square feet. The several covenants, restrictions and reservations herein set forth shall apply to the Lots subdivided, modified or replatted, in the same manner as if such Lots were original platted Lots.

Section 24. 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 25. Ponds.

(a) General. Only the Developer or the Association shall have the right to pump or otherwise remove any water from any ponds which may be situated in whole or in part upon the Property for the purpose of irrigation or other use unless expressly approved by the Developer and/or the ARC. The Association shall have the sole and absolute right to control the water level of such ponds and to control the growth and eradication of plants, animals, fish and fungi in any such ponds. The height, grade and contour of any pond embankment shall not be changed without the prior written consent of the Association. 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/or ARC, which approval the Developer and/or ARC may withhold in its sole discretion.

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

Section 26. 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 provisions 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 27. 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.

Section 28. Impact On and Maintenance of Surface Water System.

(a) Other than those uses required and permitted by applicable governmental laws, ordinances, rules and regulations, no Lot Owner shall, after the Surface Water System (or any part thereof) is constructed, do anything or suffer anything to be done upon their respective owned land which would materially alter the water flow or level of any retention or detention

ponds or areas or commit anything or allow anything to be done upon their land to materially alter or modify the quality or quantity of surface water flowing from their land, without the express written approval of all appropriate agencies having jurisdiction.

(b) Without the consent of the Developer or Association, no use of the Surface Water System shall be permitted other than surface drainage or such other uses as are required and permitted by appropriate governmental agencies and authorities. The Lot Owners abutting any part or portion of the Surface Water System shall be responsible for cleanliness and maintenance of their respective portions of the Property immediately abutting the Surface Water System.

(c) In regard to stormwater runoff generated within each Lot, it is the responsibility of the Lot Owner to take into account and comply with the requirements and conditions of the Surface Water System Permit and all other applicable governmental regulations. Each Lot Owner shall be responsible for the maintenance, operation, and repair of any drainage swales and/or stormwater drains on that Owner's Lot. It is also the responsibility of the Lot Owner to provide maintenance (including weed control) for all drainage improvements located within the Lot and which are not a part of the Surface Water System, including, without limitation, drainage conduits, swales, ponds, drainage basins, and other drainage structures. Filling, excavation, construction of fences or otherwise obstructing or altering the surface water flow in the swales is prohibited. If a Lot Owner fails to perform its obligations under this section, the Developer or Association, upon five (5) days advance notice to the Lot Owner, may enter upon the Lot and perform the necessary work at the expense of the Lot Owner, which will be charged as a Lot Assessment.

ARTICLE X
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.

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Section 3. Ponds. Developer hereby reserves for itself, the Association and the Owners a perpetual easement over and under all ponds and drainage areas within the Property for drainage of surface and storm water.

Section 4. St. Johns Service Company Easements. St. Johns Service Company has a non-exclusive perpetual easement and right in and to, over and under that certain property as described in the Utility Agreement for the purpose of installation and/or repair of water sewage facilities.

Section 5. Perimeter Fence Easements. The Developer reserves for itself and the Association and their successors, assigns and designees a perpetual easement for the benefit of the Property for access upon, across, over, through and under Lots 1 through 17 for the construction, installation, maintenance, restoration, and repair of a perimeter fence.

Section 6. Easement for Surface Water System.

(a) Developer hereby grants (i) to all present and future owners of the Property or any part or portion thereof, a perpetual nonexclusive easement for access over, upon and across the entire Property as necessary for the purpose of installing, maintaining, repairing and operating the Surface Water System, and (ii) to all present and future owners of the Property or any part or portion thereof a perpetual, nonexclusive easement to use the Surface Water System for its intended purpose, provided that the location, dimensions and form of such easement shall be only as required by the governmental bodies or agencies having jurisdiction over the Surface Water System.

(b) Because of the fact that the elevation of the surface of the waters in ditches, ponds and discharge areas is subject to change because of hydraulic and environmental reasons, such surface waters may from time to time encroach upon parts or portions of the Lots. Each Lot Owner shall be deemed to have granted easements for the benefit of the owner(s) of the Property, for the purpose of allowing the rise and fall of such waters to encroach upon their respective Lots that form part of the Surface Water System or that are served by the Surface Water System.

ARTICLE XI
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 of 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 or 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 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 the Owners of two-thirds (2/3) of the Lots, which amendment shall be effective upon the recordation in the public records of St. Johns County, Florida.

(d) Any amendment to the Covenants and Restrictions which alter the Surface Water 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, its successors or assigns.

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

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Section 7. Actions. So long as there is a Class B membership, the following actions require the prior approval of FHA/VA (but only if any Mortgagees hold mortgages insured by either the FHA or the VA): annexation of additional properties, dedication of common areas, and amendment of the Articles of Incorporation.

Section 8. 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 Property and shall remain in full force and effect for fifty (50) years from the date this Declaration is recorded in the public records of St. Johns County, Florida. Thereafter, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless within six months preceding the end of any ten (10) year period a written agreement executed by the then owners of a majority of the Lots shall be recorded in the public records 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 paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of ten (10) years, unless and until further changes, modified, waived or extinguished in the manner provided in this paragraph.

Section 9. Enforcement. If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, any Owner, or the Association to (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 contained 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 these Covenants and Restrictions, 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 judgment and all appellate levels and in all administrative or agency proceedings.

Section 10. 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 judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

Section 11. Consent of Lot 12 Owner. Pursuant to that certain Consent and Joinder, executed by Hector C. Pagan and Beatriz Cuello-Pagan, husband and wife (hereinafter collectively the "Pagans"), dated July 20, 2001, more particularly described in Exhibit C, attached hereto and made a part hereof, the Pagans have heretofore and do hereby consent to and join in this Declaration of Covenants and Restrictions for Belvedere Place.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants and Restrictions for Belvedere Place 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

Diane Hutto Dianehutto

Print Name

S. Michael Hughes

Print Name

GOLDCON ENTERPRISES, INC.

BY: Paul G. Kahn

Paul G. Kahn, President

The foregoing instrument was acknowledged before me this 6th day of September, 2001, by PAUL G. KAHN, President of Goldcon Enterprises, Inc. He is ___ personally known to me or has produced _____ as identification.

Diane Hutto

NOTARY PUBLIC, State of Florida at Large; my commission expires: 1/3/03

OFFICIAL NOTARY SEAL
DIANE C HUTTO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC805316
MY COMMISSION EXP. JAN. 28,2003

COPY COPY COPY

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Peoples First Community Bank ("Mortgagee"), of 110 AIA N. Ponte Vedra Beach, FL 32082, the mortgagee under that certain Mortgage dated December 15, 2000, and recorded in Official Records Book 1551, page 1836, public records of St. Johns County, Florida, hereby consents to and joins in the foregoing Declaration of Covenants and Restrictions for Belvedere Place, and subordinates its mortgage lien encumbering all or any part of the Property (as described in Exhibit A) to the Declaration of Covenants and Restrictions for Belvedere Place.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 1 day of September, 2001.

Witnesses:

Michelle S. Rowe
Print Name: Michelle S. Rowe

Kymberley A Elkins
Print Name: Kymberley A Elkins

Mortgagee:

PEOPLES FIRST COMMUNITY BANK

By: Roger L Sutton

Title: Area President

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this 7 day of September, 2001, by Roger L Sutton, who is X personally known to me or has produced _____ as identification and who did not take an oath.

MICHELLE S. ROWE
My Comm Exp. 10/21/02
No CC 989986
Personally Known ( ) Other I.D.

Michelle S. Rowe
Notary Public, State of Florida at Large
My Commission expires:

I:\LLW DOCUMENTS\Kahn\Declaration of Covenants-Belvedere Place clean 8-30-01.doc

EXHIBIT "A"

A PORTION OF GOVERNMENT LOT 9, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST TOGETHER WITH A PORTION OF GOVERNMENT LOT 11, LYING SOUTHERLY AND ADJACENT TO THE WEST 1/4 OF GOVERNMENT LOT 9 AND NORTHERLY OF SOLANA ROAD (A 60-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SECTION 21, SAID TOWNSHIP 3 SOUTH, RANGE 29 EAST, SAID PORTION OF GOVERNMENT LOT 11 BEING BOUNDED ON THE WEST BY A SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID WEST 1/4 OF GOVERNMENT LOT 9 AND BOUNDED ON THE EAST BY A SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID WEST 1/4 OF GOVERNMENT LOT 9, ALL IN ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF SAID GOVERNMENT LOT 9; SAID CORNER ALSO BEING THE NORTHEAST CORNER OF HERON COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 36, PAGES 26 THROUGH 29, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF MARSH LANDING AT SAWGRASS UNIT FOURTEEN, AS RECORDED IN MAP BOOK 21, PAGES 50 THROUGH 56 OF SAID PUBLIC RECORDS; THENCE NORTH 89°56'26"EAST ALONG THE NORTHERLY LINE THEREOF, 330.63 FEET TO THE EASTERLY LINE OF THE SAID WESTERLY 1/4 OF GOVERNMENT LOT 9; THENCE SOUTH 01°09'58"EAST, ALONG LAST SAID EASTERLY LINE, AND THE SOUTHERLY PROLONGATION THEREOF, 1346.90 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOLANA ROAD; THENCE SOUTH 88°41'56"WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 331.20 FEET TO THE SOUTHERLY PROLONGATION OF THE SAID WESTERLY LINE OF GOVERNMENT LOT 9; THENCE NORTH 01°08'21"WEST, ALONG SAID PROLONGATION LINE AND ALONG THE SAID WESTERLY LINE OF GOVERNMENT LOT 9, 1354.07 FEET TO THE POINT OF BEGINNING.

COPY

Public Records of
St. Johns County, FL
Clerk# 01-041141
O.R. 1637 PG 1203
09:31AM 08/10/2001
REC $41.00 SUR $5.50

THIS INSTRUMENT PREPARED BY:
Brenna M. Durden ← RECORD & RETURN TO
9428 Baymeadows Rd., Suite 625
Jacksonville, FL 32256
(904) 737-2020

COPY

OR1651PG0673

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 10th day of APRIL, 2001, by **GOLDCON ENTERPRISES, INC.**, a Florida corporation ("Grantor"), having a mailing address at 3204 Sawgrass Village Circle, Ponte Vedra Beach, Florida, 32082, in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes ("Grantee"), having a mailing address at P.O. Box 1429, Palatka, Florida 32178-1429.

COPY

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property");

WHEREAS, Grantor grants this easement as a condition of Permit No. 40-109-65151-1 and Department of the Army Permit No. 1993-025-41 (NWME) issued by Grantee and ACOE, respectively, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions; and

COPY

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms,

EXHIBIT B

conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor covenants with Grantee that Grantor is seized in fee simple of the Property and that it has the right to convey and encumber the Property. Grantor fully warrants title to said Conservation Easement and will warrant and defend the same against the lawful claims of all persons whomsoever.

COPY

1. **Purpose.** The purpose of this Conservation Easement is to ensure that the Property will be retained forever except as herein provided, in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

COPY

2. **Prohibited Uses.** Except with the consent of Grantee and U.S. Army Corps of Engineers ("ACOE") and subject to those Reserved Rights described in Section 3 hereof, any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited except as authorized by Permit No. 40-109-65151-1 and the Department of the Army Permit No. 1993-025-41 (NWME), (as such permits may be modified or amended from time to time). The following activities and uses are expressly prohibited:

COPY

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

b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

c. Removing or destroying trees, shrubs, or other vegetation;

d. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;

e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;

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

g. Acts or uses detrimental to such retention of land or water areas; and

h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological or cultural significance.

COPY

3. **Reserved Rights.** Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

COPY

4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and ACOE:

a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are

complying with the covenants and prohibitions contained in this Conservation Easement;

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas of features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

COPY

5. **Grantee's Discretion.** Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

COPY

6. **Grantee's Liability.** Grantor retains all liability existing under the law for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property

which may occur on the property.

7. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. **Recordation.** Grantor shall record this Conservation Easement in a timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it any time Grantee may require to preserve its rights in this Conservation Easement. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement.

9. **Third Party Beneficiaries; Successors.** This Conservation Easement is intended for the benefit of the Grantee only and there are no third party beneficiaries to this Conservation Easement. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

COPY

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

COPY

Signed, sealed and delivered
in our presence as witnesses:

Cynthia T. Crow
Print Name Cynthia T. Crow

Tara Sellers
Print Name TARA SELLERS

GOLDCON ENTERPRISES, INC.

By: Paul G. Kahn
Print Name: PAUL G. KAHN

Its: PRESIDENT

COPY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of April, 2001, by Paul G. Kahn, the President of GOLDCON ENTERPRISES, INC., a Florida ~~corporation~~, on behalf of ~~the~~ corporation. ~~Such person~~ did not take ~~an oath~~ and: ~~(~~*notary must check appropriate space)*

COPY

✓ is/are personally known to me.
____ produced a current Florida driver's license as identification
____ produced _____ as identification

{Notary ~~Seal must be affixed~~}

COPY

Diane Hutto
Signature of Notary
Diane Hutto
Print Name
NOTARY PUBLIC

OFFICIAL NOTARY SEAL
DIANE C HUTTO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC835316
MY COMMISSION EXP. JAN. 28,2003

\\Jaxfp\LLW DOCS\Kahn\Goldcon conservation easement.doc

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Peoples First Community Bank, ("Mortgagee"), of 110 AIA N, Ponte Vedra Beach, Fl 32082, the mortgagee under that certain Mortgage (title of mortgage document) dated 12/05/2000 and recorded at Official Records Book 1551, page 1836 of St. Johns County, Florida, hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 23 day of February 2001.

Witnesses:

Michelle S. Rowe
Name: Michelle S. Rowe

Name: _____

Mortgagee:

Peoples First Community Bank

BY: Roger A. Sutton
Name: Roger A. Sutton
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 23 day of February, 2001, by Roger A. Sutton who did not take an oath.

MICHELLE S. ROWE
My Comm Exp. 10/21/02
No. CC 989986
X Personally Known ( ) Other I.D.

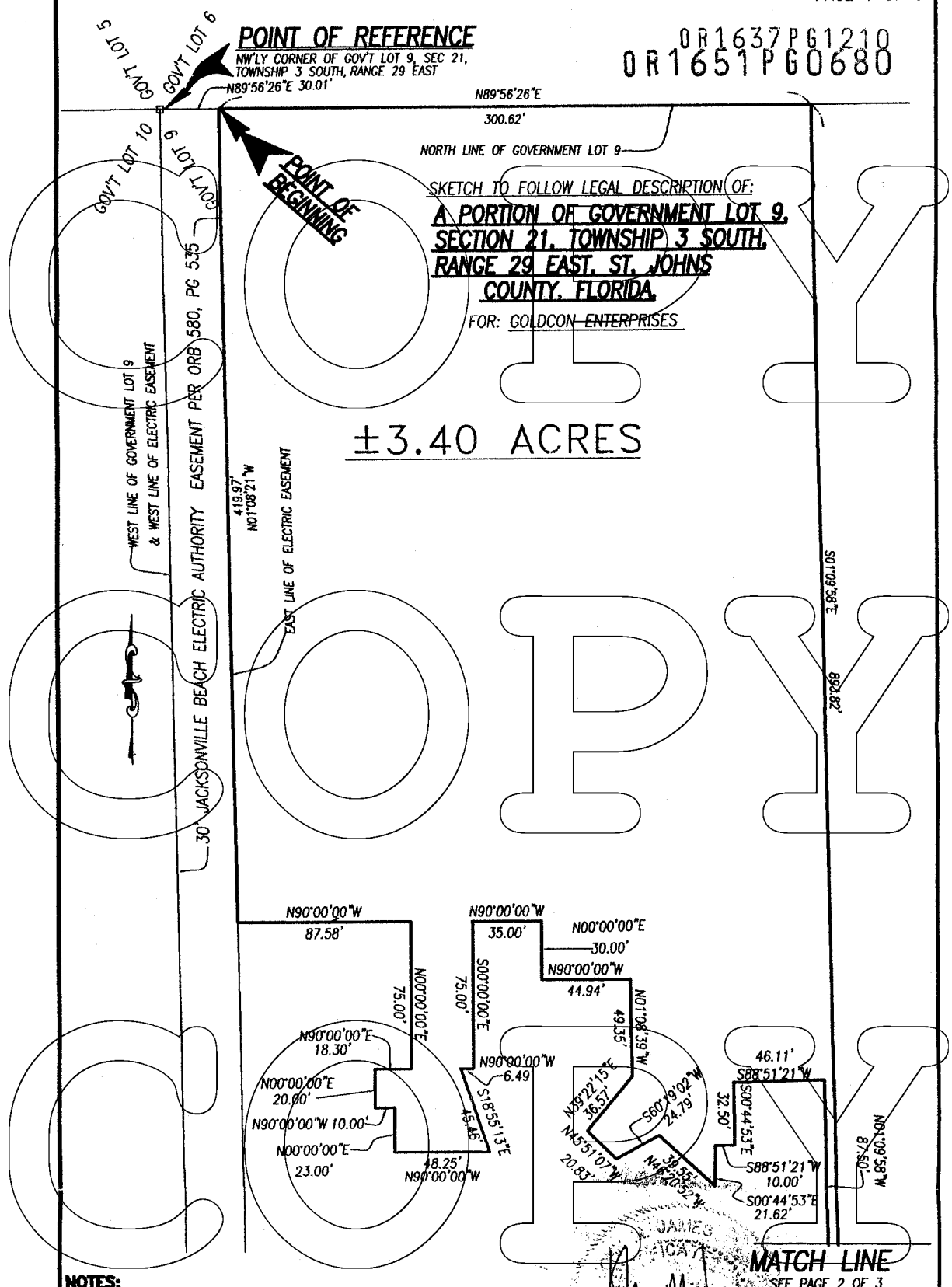
Michelle S. Rowe
Notary Public, State of Florida at Large
My Commission Expires: 10.21.02

Serial No. CC 989986

Personally known X OR produced identification _____. Identification produced _____.

\\Jaxfp\LLW DOCS\Kahn\consent of joinder of mortgagee.doc

OR1637PG1210
OR1651PG0680



NOTES:

1) BEARINGS SHOWN HEREON REFER TO N88°41'56"E FOR THE N'LY R/W LINE OF SOLANO ROAD PER BOUNDARY SURVEY BY RICHARD A. MILLER & ASSOC. FILE NO. LG-1056-A
2) THIS IS NOT A SURVEY
3) SEE PAGE 3 FOR LEGAL DESCRIPTIONS

DATE OF SKETCH: 04-11-01
SCALE: 1"=60'

REVISED 07-25-01
REVISED 06-28-01
REVISED 05-22-01

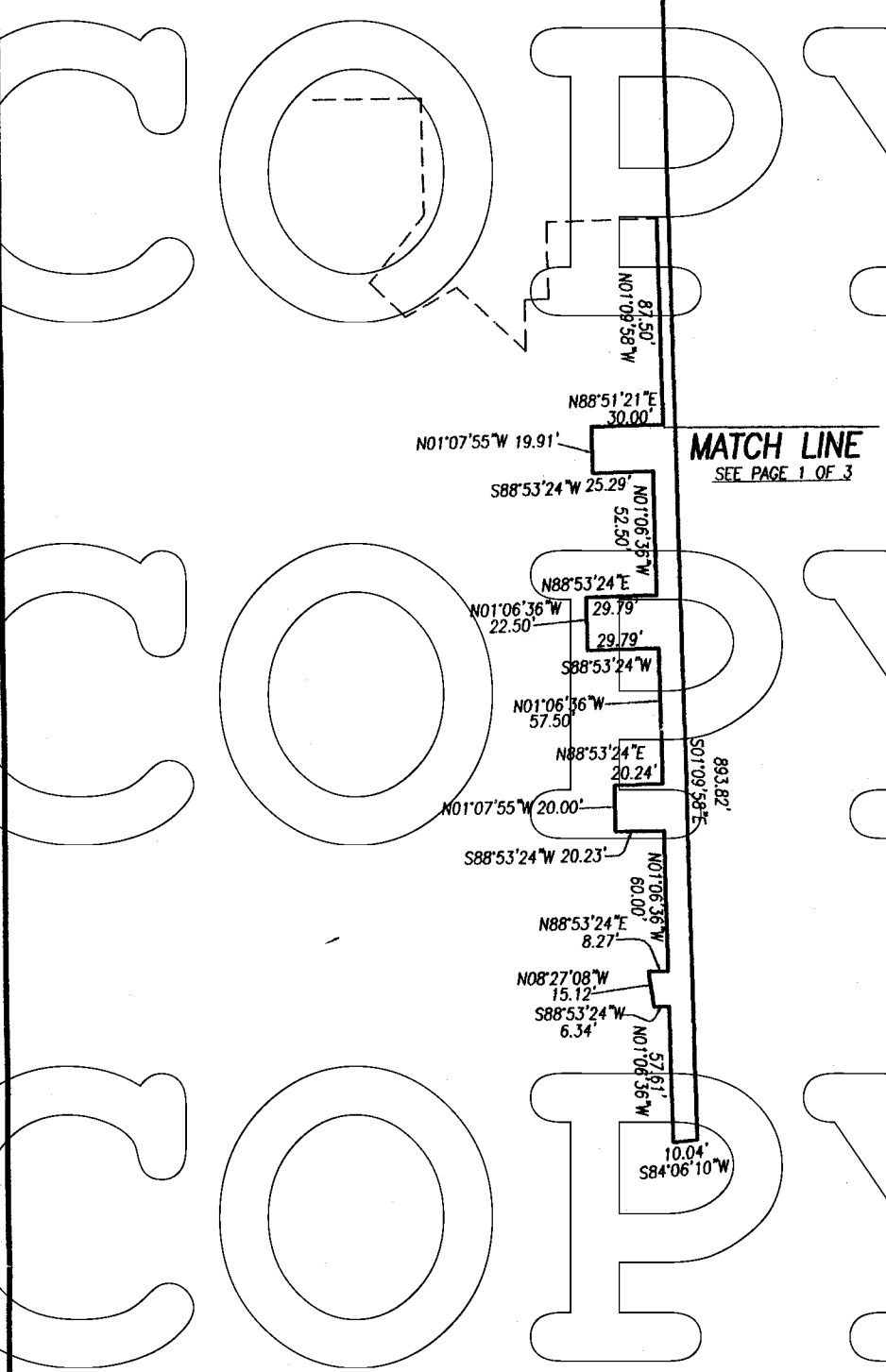
PARK D. PRIVETT, JR.
REGISTERED SURVEYOR NO. 2218 GA.
REGISTERED SURVEYOR & MAPPER NO. 2841 FL.
JOHN M. JAMES
REGISTERED SURVEYOR & MAPPER NO. 4774 FL.
CHARLES R. LEE
REGISTERED SURVEYOR & MAPPER NO. 5618 FL.

PRIVETT & ASSOC. OF FLORIDA, INC.
SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658 LB NO. 4622

COPY

OR1637PG1211

OR1651PG0681



NOTES:

1) BEARINGS SHOWN HEREON REFER TO N88°41'56"E FOR THE N'LY R/W LINE OF SOLANO ROAD PER BOUNDARY SURVEY BY RICHARD A. MILLER & ASSOC. FILE NO. LG-1056-A
2) THIS IS NOT A SURVEY
3) SEE PAGE 3 FOR LEGAL DESCRIPTION

COPY COPY COPY

OR1637PG1212
OR1651PG0682

LEGAL DESCRIPTION :

A PORTION OF GOVERNMENT LOT 9, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID GOVERNMENT LOT 9, THE SAME BEING THE WESTERLY LINE OF A 30-FOOT WIDE JACKSONVILLE BEACH ELECTRIC AUTHORITY EASEMENT AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 580, PAGE 535, THENCE NORTH 89°56'26"EAST, ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 9, 30.01 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE NORTH 89°56'26" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 9, 300.62 FEET; THENCE SOUTH 01°09'58" EAST, 893.82 FEET; THENCE SOUTH 84°06'10" WEST, 10.04 FEET; THENCE NORTH 01°06'36" WEST, 57.61 FEET; THENCE SOUTH 88°53'24" WEST, 6.34 FEET; THENCE NORTH 08°27'08" WEST, 15.12 FEET; THENCE NORTH 88°53'24" EAST, 8.27 FEET; THENCE NORTH 01°06'36" WEST, 60.00 FEET; THENCE SOUTH 88°53'24" WEST, 20.23 FEET; THENCE NORTH 01°07'55" WEST, 20.00 FEET; THENCE NORTH 88°53'24" EAST, 20.24 FEET; THENCE NORTH 01°06'36" WEST, 57.50 FEET; THENCE SOUTH 88°53'24" WEST, 29.79 FEET; THENCE NORTH 01°06'36" WEST, 22.50 FEET; THENCE NORTH 88°53'24" EAST, 29.79 FEET; THENCE NORTH 01°06'36" WEST, 52.50 FEET; THENCE SOUTH 88°53'24" WEST, 25.29 FEET; THENCE NORTH 01°07'55" WEST, 19.91 FEET; THENCE NORTH 88°51'21" EAST, 30.00 FEET; THENCE NORTH 01°09'58"WEST, 87.50 FEET; THENCE SOUTH 88°51'21"WEST, 46.11 FEET; THENCE SOUTH 00°44'53" EAST, 32.50 FEET; THENCE SOUTH 88°51'21" WEST, 10.00 FEET; THENCE SOUTH 00°44'53" EAST, 21.62 FEET; THENCE NORTH 46°20'52" WEST, 39.55 FEET; THENCE SOUTH 60°19'02" WEST, 24.79 FEET; THENCE NORTH 45°51'07" WEST, 20.83 FEET; THENCE NORTH 39°22'15" EAST, 36.57 FEET; THENCE NORTH 01°08'39" WEST, 49.35 FEET; THENCE NORTH 90°00'00"WEST, 44.94 FEET; THENCE NORTH 00°00'00"EAST, 30.00 FEET; THENCE NORTH 90°00'00"WEST, 35.00 FEET; THENCE SOUTH 00°00'00"EAST, 75.00 FEET; THENCE NORTH 90°00'00"WEST, 6.49 FEET; THENCE SOUTH 18°55'13"EAST, 45.46 FEET; THENCE NORTH 90°00'00"WEST, 48.25 FEET; THENCE NORTH 00°00'00"EAST, 23.00 FEET; THENCE NORTH 90°00'00"WEST, 10.00 FEET; THENCE NORTH 00°00'00"EAST, 20.00 FEET; THENCE NORTH 90°00'00"EAST, 18.30 FEET; THENCE NORTH 00°00'00"EAST, 75.00 FEET; THENCE NORTH 90°00'00"WEST, 87.58 FEET TO THE SAID EASTERLY LINE OF 30-FOOT ELECTRIC EASEMENT; THENCE NORTH 01°08'21"WEST, ALONG SAID EASTERLY EASEMENT LINE, 419.97 FEET TO THE POINT OF BEGINNING.

COPY
COPY
COPY

Prepared by and return to:
Brenna M. Durden, Esquire
9428 Baymeadows Road, Suite 625
Jacksonville, FL 32256

EXHIBIT C

OR1651PG0683

CONSENT AND JOINDER

The undersigned, HECTOR C. PAGAN and BEATRIZ CUELLO-PAGAN, husband and wife, whose address is 2601 Barnes Avenue, Corapolis, PA 15108, the fee simple title owner of that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof, being that same parcel of land described as Lot 12 in that certain Plat of Belvedere Place, and pursuant to the requirements of Chapter 177, Florida Statutes, do hereby consent to and join in the Declaration Of Covenants And Restrictions For Belvedere Place to be recorded in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned set their hands and seals on this 20TH day of JULY, 2001.

Signed, sealed and delivered
in the presence of:

Name: _____
(Sign here)
J. MICHAEL HUGHES
(Legibly print name here)

Print: HECTOR C. PAGAN

Name: _____
(Sign here)
DEBORAH L. ROBB
(Legibly print name here)

Print: BEATRIZ CUELLO-PAGAN

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30TH day of JULY, 2001, by HECTOR C. PAGAN and BEATRIZ CUELLO-PAGAN, husband and wife, who are personally known to me or has produced driver license as identification.

[J. MICHAEL HUGHES]
Notary Public
State of Florida at Large
My Commission Expires:

J. Michael Hughes
MY COMMISSION EXPIRES
April 16, 2004
#CC924606
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

I:\LLW DOCUMENTS\Kahn\Consent and Joinder.doc

EXHIBIT "A"

TO CONSENT AND JOINDER OF PAGAN

LEGAL DESCRIPTION OF LOT PARCEL:

A PORTION OF GOVERNMENT LOT 9, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID GOVERNMENT LOT 9, THE SAME BEING THE WESTERLY LINE OF A 30-FOOT WIDE JACKSONVILLE BEACH ELECTRIC AUTHORITY EASEMENT AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 580, PAGE 535, THENCE SOUTH 01°08'21" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 9, 676.10 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE NORTH 88°53'39" EAST, 165.95 FEET; THENCE SOUTH 00°21'35" WEST, 22.48 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 09°36'49" EAST, 55.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION , ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18°46'11" EAST, 2.85 FEE; THENCE SOUTH 88°53'39" WEST, 174.39 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 9, SAME BEING THE WEST LINE OF SAID 30-FOOT ELECTRIC EASEMENT; THENCE NORTH 01°08'21" WEST, ALONG SAID WEST LINE, 80.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING PARCEL:

LEGAL DESCRIPTION OF INGRESS, EGRESS PARCEL:

A PORTION OF GOVERNMENT LOTS 9 AND 11, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF SAID GOVERNMENT LOT 9, THE SAME BEING THE EASTERLY LINE OF A 30-FOOT WIDE JACKSONVILLE BEACH ELECTRIC AUTHORITY EASEMENT AS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 580, PAGE 535, THENCE SOUTH 01°08'21" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 9, 676.10 FEET; THENCE NORTH 88°53'39" EAST, 165.95 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH 00°21'35" WEST, 22.48 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 09°36'49" EAST, 55.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHERLY DIRECTION , ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18°46'11" EAST, 2.85 FEET ; THENCE NORTH 88°53'39" EAST, 12.93 FEET; THENCE SOUTH 04°39'35" WEST, 159.24 FEET; THENCE SOUTH 09°07'24" EAST, 131.93 FEET; THENCE SOUTH 08°59'41" WEST, 175.11 FEET; THENCE SOUTH 01°22'30" EAST, 135.95 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOLANA ROAD, A 66-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 88°41'56" EAST, ALONG SAID RIGHT-OF-WAY LINE, 40.00 FEET; THENCE NORTH 01°22'30" WEST, 132.37 FEET; THENCE NORTH 08°59'41" EAST, 177.86 FEET; THENCE NORTH 09°07'24" WEST, 133.48 FEET; THENCE NORTH 04°39'35" EAST, 148.35 FEET; THENCE NORTH 09°36'05" WEST, 91.04 FEET; THENCE SOUTH 88°53'39" WEST, 47.16 FEET TO THE POINT OF BEGINNING.

UPON THE RECORDING OF THE PLAT OF BELVEDERE PLACE IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THE ABOVE EASEMENT SHALL AUTOMATICALLY TERMINATE AND EXPIRE.