

and that incident to such development and the construction associated therewith the quiet use and enjoyment of The Community and each Lot therein may be temporarily interfered with by the development and construction work occurring on those Lots owned by the Declarant or its successors and assigns and each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of The Community. Each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of The Community may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

Section 2. Common Areas.

(a) So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

(i) Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

(ii) The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license or grant of use right except upon the prior written consent of the Declarant of the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing said Units.

(iii) Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

(iv) Any type use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(v) Declarant shall have the right in its sole discretion to grant easements, licenses or use rights for the Common Areas to Persons that are not Members. The

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Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to Persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(b) Prior to any conveyance, designation, dedication, lease or grant of easement, license or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

(c) Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant.

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

**Section 3. Enforcement and Inaction.**

(a) So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the

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obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration.

(b) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VIII.

**ARTICLE XIV  
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**

Section 1. Compliance by Owners. Every Owner, Owner's family, guests, invitees, tenants and employees shall at all times comply with all Bylaws, Rules and Regulations, Community-Wide Standards, Architectural Standards, Use Restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed to his Unit (as hereinafter referred to in this Article, the "Rules"). All violations shall be reported immediately to a member of the Board. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. In the event that an Owner fails to abide by the Rules, then he or she may be subject to any action, right of entry, fine, or other remedy contained in this Declaration. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Declarant or the Association may be entitled. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter.

Section 2. Actions. The Board of Directors may bring an action at law and/or in equity (including an action for injunctive relief), or both, in the name of the Association to enforce the Rules. In such an event, the Association additionally shall be entitled to recover costs and attorneys' fees.

Section 3. Right of Entry. Violation of the Rules shall give the Association or its duly authorized agent the right to enter a Unit or any portion of the Common Area to summarily abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules. The Association shall not be liable in any manner for trespass, abatement or removal,

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and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as an Individual Assessment otherwise due the Association.

Section 4. Fines. The Board, in its sole discretion, may impose a fine or fines upon an Owner for failure to comply with the Rules, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner in writing of the non-compliance. Included in the notice shall be the date and time of the next Board meeting at which the non-compliance will be heard and considered. The notice of the non-compliance to the Owner shall provide, at a minimum, at least fourteen (14) days' notice prior to the Board meeting.

(b) Hearing: The noncompliance shall be presented at a Board meeting before a committee of at least three (3) members appointed by the Board, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, where the Owners may protest any allegation of non-compliance and any imposition of fines. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the Board meeting. The committee must approve, by a majority vote, the proposed fine or suspension, prior to it being imposed.

(c) Fines: The Board of Directors may impose fines against any Owner, tenant, guest or invitee.

(d) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition.

(e) Assessments: Fines shall be treated as an Individual Assessment otherwise due to the Association.

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

(g) Non-Exclusive Remedy: Any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 5. Suspension of Use. The Board of Directors may suspend any Owner, tenant, guest or invitee's right to use any Common Area.

**ARTICLE XV  
ASSIGNMENT**

Any or all of the rights, powers, obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or by the Association, as the case may be, to the Association, or the other assignee. Any assignment shall be made by appropriate instrument in writing, and any assignee shall expressly agree to assume the rights,

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powers, duties and obligations contained herein, and the assignor shall be relieved and released of all responsibility hereunder.

**ARTICLE XVI  
CONSERVATION AREAS**

Portions of the Community shall contain Conservation Areas created and shown on a plat of record, as required by the St. Johns River Water Management District (*SJRWMD*), and as more particularly identified on the Plat or pursuant to any conservation easements created pursuant to Section 704.06, Florida Statutes. All Owners are notified that portions of the Units may contain or lie adjacent to Conservation Areas and each Owner shall comply with all use restrictions created herein or pursuant to any conservation easements created for the Conservation Areas. The Association is charged with the duty of perpetually maintaining all Conservation Areas in accordance with the requirements contained in the St Johns River Water Management District permit pertaining to the Community and any subsequent conservation easements created. All expenses incurred in maintaining the Conservation Areas shall be deemed Common Expenses and the Unit Owners shall be responsible for paying same. The Association is further charged with the duty to perpetually maintain all markers and signage required by the St. Johns Water Management District permit governing the Community and the Association shall have a perpetual right and easement over the entire Community to maintain the Conservation Areas, and all markers and signs pertaining thereto.

**ARTICLE XVII  
GENERAL PROVISIONS**

Section 1. Duration. The covenants, conditions and restrictions contained in this Declaration or any amendment thereto shall run with and bind the land and any Owner or lessee thereof, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. The covenants, conditions and restrictions shall be automatically extended for successive periods often (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Units is recorded which changes or terminates the covenants, conditions and restrictions in whole or in part. However, no instrument which changes or terminates the covenants, conditions or restrictions shall be effective unless executed and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed instrument is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Amendment.

(a) By Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not adversely affect title to any Unit unless the Owner shall consent thereto in writing and so long as said amendment is not unequivocally contrary to the overall, uniform scheme of development for the Community. Thereafter, the Declarant may unilaterally amend

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this Declaration, if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) otherwise necessary to satisfy the requirements of any governmental agency; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing 75% of the total Class "A" votes in the Association, including 75% of the Class "A" votes held by Members other than the Declarant, and the consent of the Declarant, so long the Declarant has an option to subject additional property to this Declaration pursuant to Article II, Section 2. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

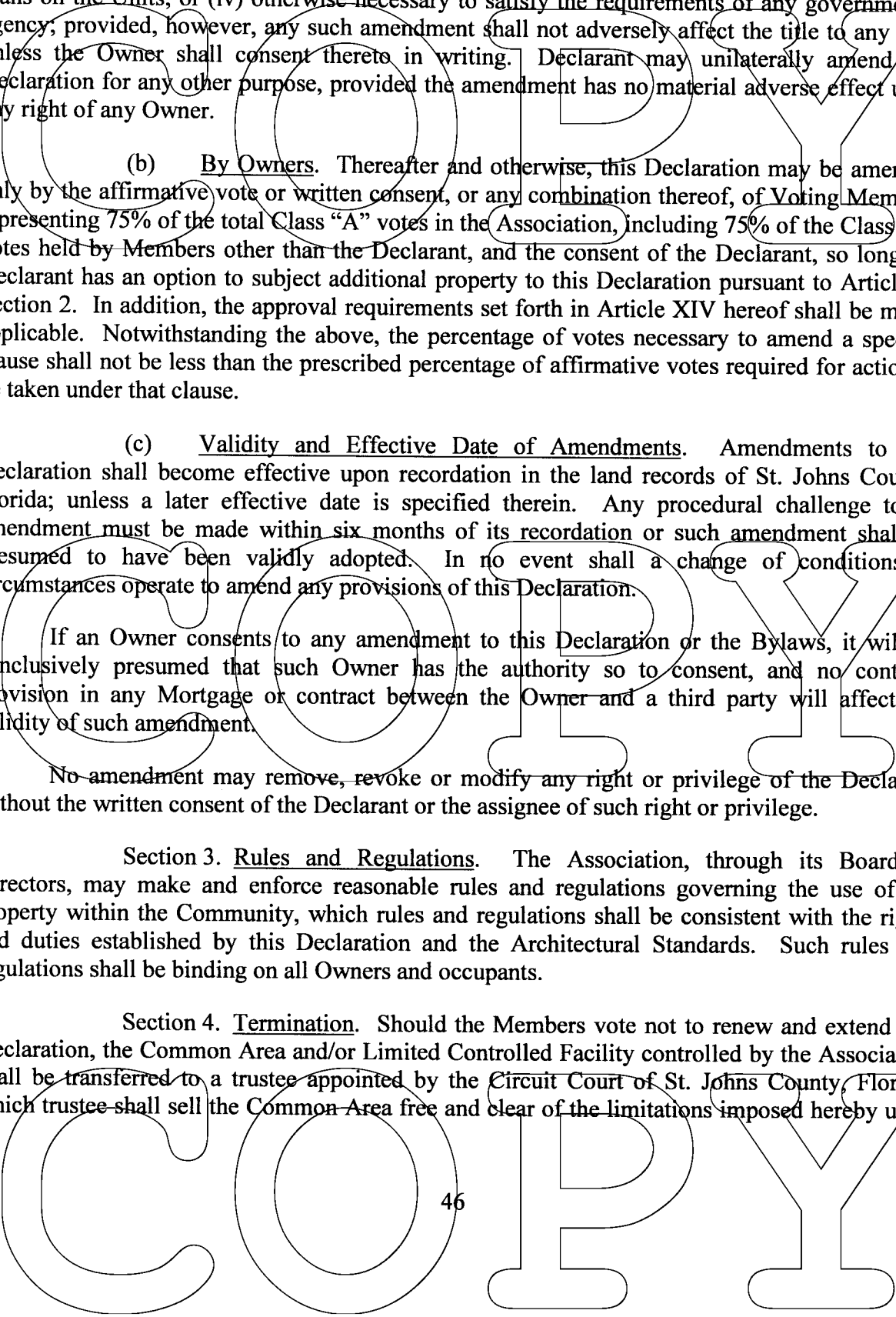
(c) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the land records of St. Johns County, Florida; unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Architectural Standards. Such rules and regulations shall be binding on all Owners and occupants.

Section 4. Termination. Should the Members vote not to renew and extend this Declaration, the Common Area and/or Limited Controlled Facility controlled by the Association shall be transferred to a trustee appointed by the Circuit Court of St. Johns County, Florida, which trustee shall sell the Common Area free and clear of the limitations imposed hereby upon



terms established by a Circuit Court of St. Johns County, Florida. In such event, however, adequate provisions shall be made for the maintenance of any private water, sewer, streets or drainage facilities located within the Common Area, and such maintenance responsibility shall not become the responsibility of the City of Jacksonville or St. Johns County without the consent of each. The proceeds of a sale of the Common Area first shall be used for the payment of any debts or obligations constituting a lien on the Common Area, then for payment of any obligation incurred by the trustee in the operation, maintenance, repair or upkeep of the Common Area and/or Limited Controlled Facility. The excess proceeds, if any, shall be distributed among the Owners in proportion to each Owner's Common Expenses.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

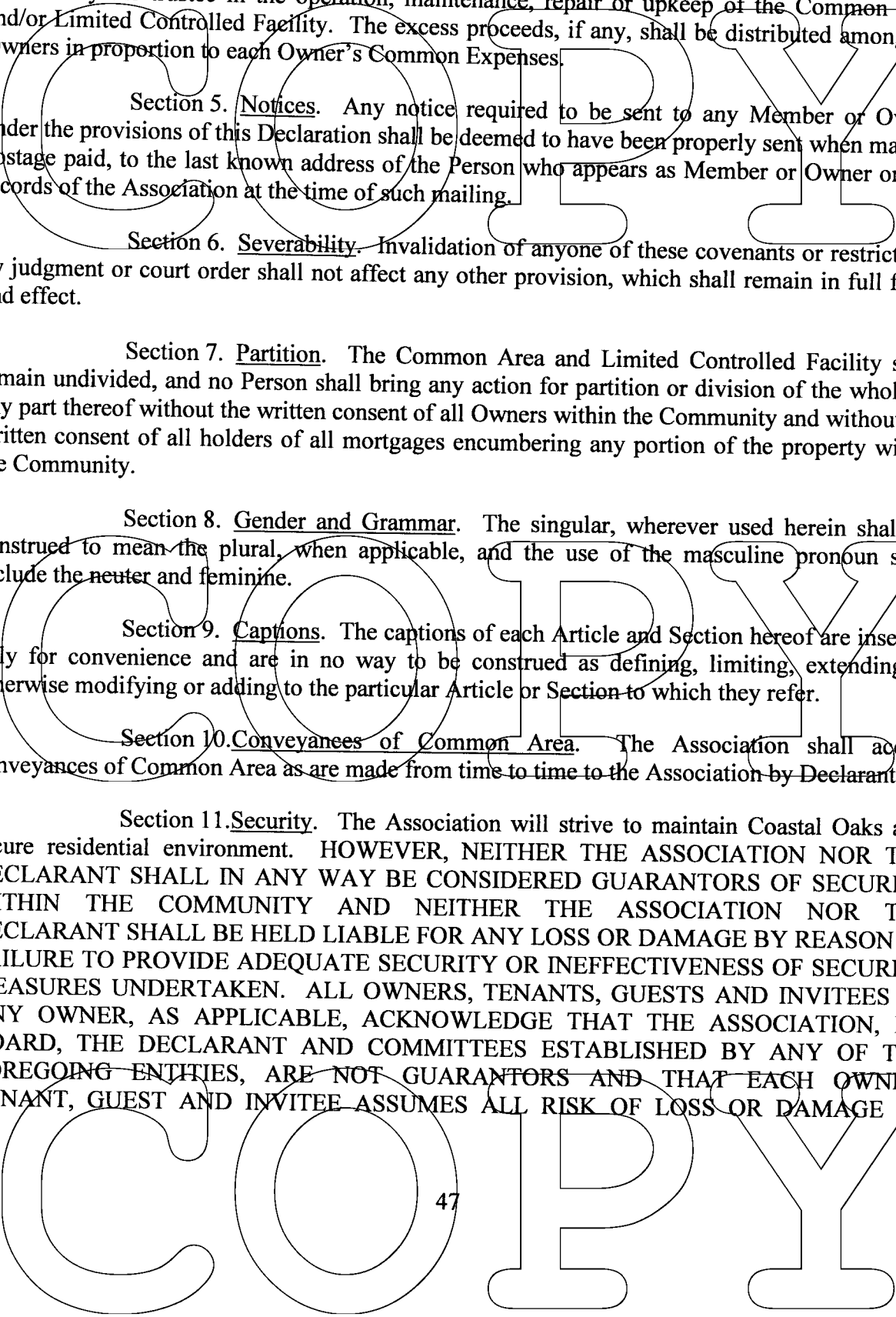
Section 7. Partition. The Common Area and Limited Controlled Facility shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property within the Community.

Section 8. Gender and Grammar. The singular, wherever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 9. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 10. Conveyances of Common Area. The Association shall accept conveyances of Common Area as are made from time to time to the Association by Declarant.

Section 11. Security. The Association will strive to maintain Coastal Oaks as a secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO



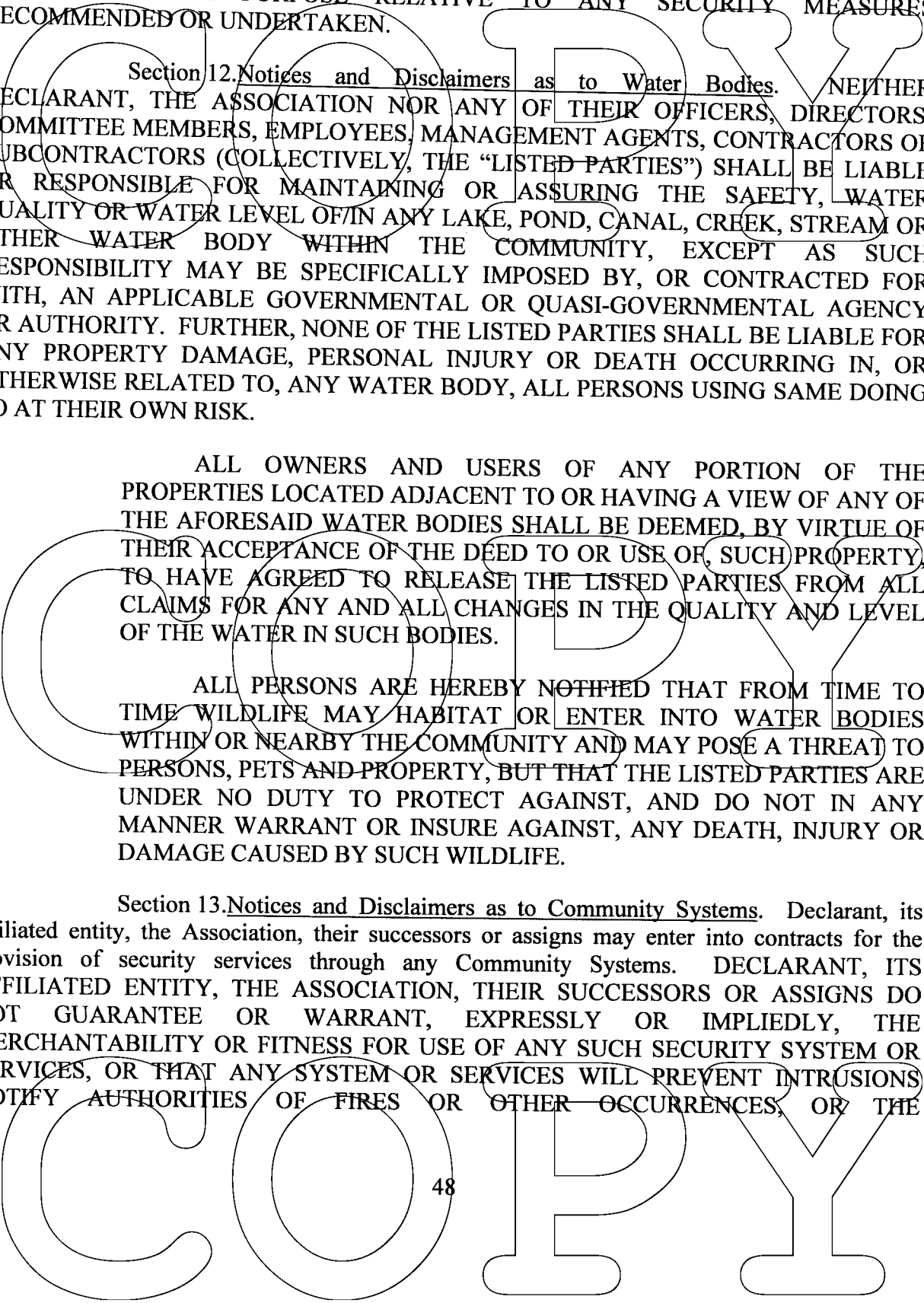
PERSONS, LOTS, UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 12. Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OF SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

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

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

Section 13. Notices and Disclaimers as to Community Systems. Declarant, its affiliated entity, the Association, their successors or assigns may enter into contracts for the provision of security services through any Community Systems. DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE



CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE UNIT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Declarant, its affiliated entity, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of a Unit obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars (\$250.00), which limitation apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entity, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

Section 14. Mortgage Provisions. The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Community. The provisions of this Section apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein:

(a) Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Unit to which its

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Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such Unit or the Owner or Occupant which is not cured within 60 days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws which is not cured within 60 days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

(b) Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 75% of the first Mortgagees or Voting Members representing at least 75% of the total Association vote entitled to cast consent, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Community regarding assessments for Villages or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(iii) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(iv) Fail to maintain insurance, as required by this Declaration; or

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(v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(c) Other Provisions for First Lien Holder. To the extent possible under Florida law:

(i) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(ii) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(d) Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage or condemnation pursuant to Article X, or to the addition of land in accordance with Article II.

(i) The consent of Voting Members representing at least 75% of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least 75% of the votes of Units subject to a Mortgage appertain, shall be required to terminate the Association.

(ii) The consent of Voting Members representing at least 75% of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to a Mortgage appertain, shall be required materially, to amend any provisions of the Declaration, Bylaws or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

- a. voting;
- b. assessments, assessment liens or subordination of such liens;
- c. reserves for maintenance, repair and replacement of the Common Area;

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- d. insurance or fidelity bonds; and
- e. any provisions included in the Declaration, Bylaws or Articles of Incorporation, which are for the express benefit of holders, guarantors or insurers of first Mortgages on Units.

(e) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(f) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

(g) Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

(h) Applicability of Section 13. Nothing contained in this Section 13 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Florida law, for any of the acts set out in this Section.

(i) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 15. Rights Reserved for Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the County);

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- (c) the right to offer monitoring/alarm services through the Community Systems; and
- (d) the right to offer internet, telephone and other telecommunications services.

Neither the Association nor any officer, directors, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right, privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

**Section 16. Arbitration of Claims.** In the event that there are any warranty, negligence or other claims against the Declarant, the Association or any party having a right of contribution from, or being jointly and severally liable with, the Declarant or the Association which claim is in excess of One Thousand Dollars (\$1,000.00) (the "Claims"), relating to the design, construction, furnishing or equipping of the Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

1. The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Declarant or the Association, as applicable (the "Defendant"), in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, surveyor other document supporting or forming the basis of the Claims.
2. Within thirty (30) days of receipt of the notice of the Claims, the Defendant will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Defendant and the Claimant, not having any then-current business relationship with the Defendant or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Defendant shall notify the Claimant of the name and address of the Arbitrator.
3. Within thirty (30) days after the Defendant notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Defendant shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.
4. Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Properties, as

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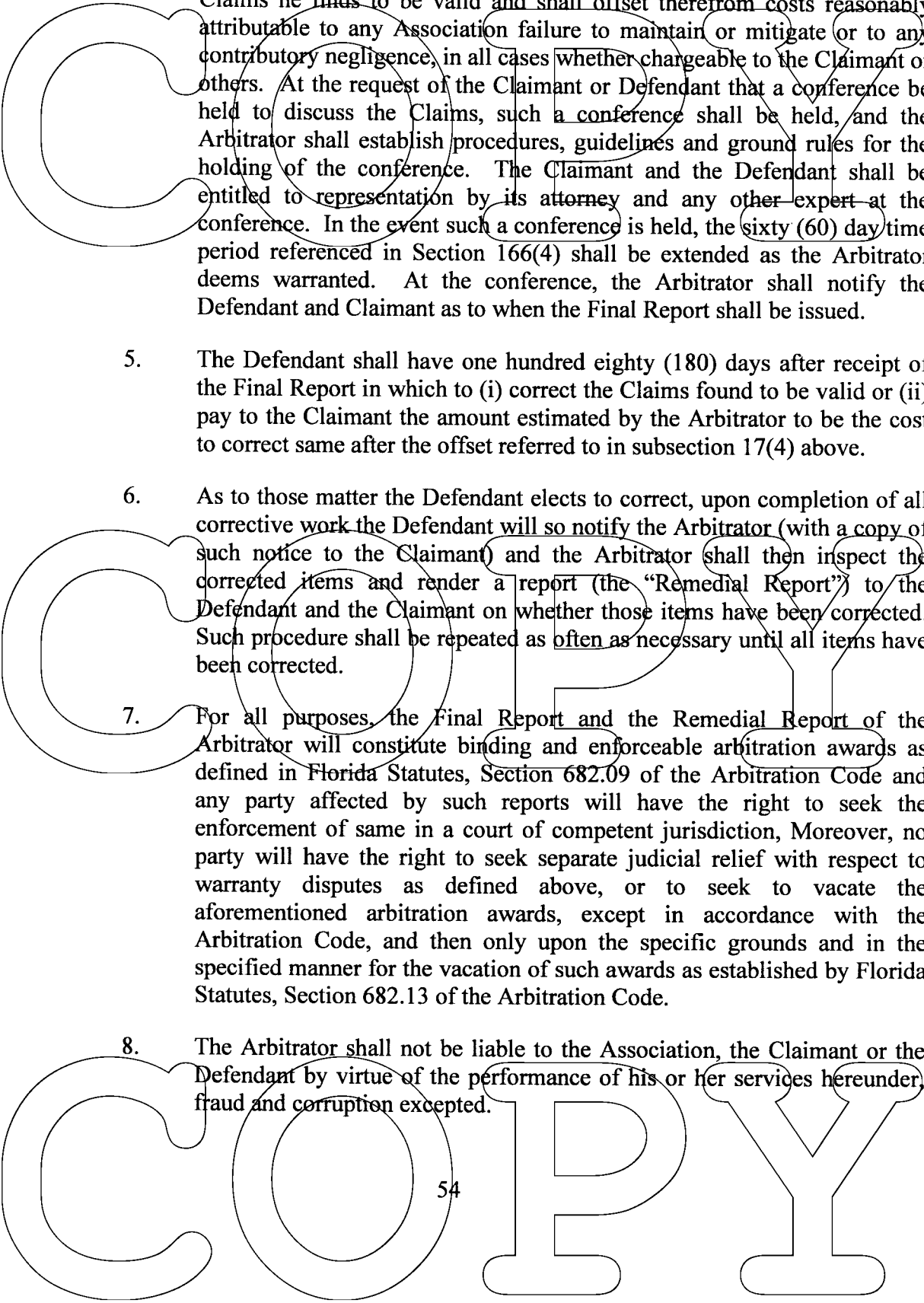
applicable, and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Defendant and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Defendant so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Defendant that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Defendant shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in Section 166(4) shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Defendant and Claimant as to when the Final Report shall be issued.

5. The Defendant shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in subsection 17(4) above.

6. As to those matter the Defendant elects to correct, upon completion of all corrective work the Defendant will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Defendant and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

7. For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction, Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13 of the Arbitration Code.

8. The Arbitrator shall not be liable to the Association, the Claimant or the Defendant by virtue of the performance of his or her services hereunder, fraud and corruption excepted.



9. The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Defendant's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records, if applicable), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations institute and (ii) meets the independence test set forth above.

10. In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Defendant, which arbitrator shall be independent of the Defendant and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

WITNESSES:

"Declarant"

**Toll Jacksonville Limited Partnership, a Florida limited partnership**

By: Toll FL GP Corp. a Florida corporation, its General Partner

By: [Signature]  
Print Name: David A. Lisk  
Print Title: Assistant Vice President

[Signature]  
Name: Michael B. Wico  
[Signature]  
Name: Kenneth J. Greengard

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STATE OF Pennsylvania  
COUNTY OF Montgomery

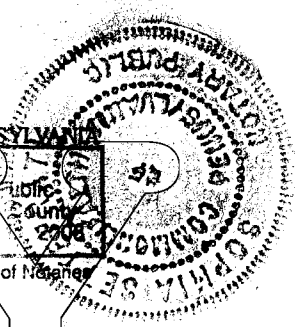
The foregoing instrument was acknowledged before me this 1 day of May, 2007, by David Larkin, as Asst Vice President of Toll FL GP Corp. a Florida corporation, the General Partner of Toll Jacksonville Limited Partnership, a Florida limited partnership, on behalf of the corporation and limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public  
Print Name: SOPHIA SETHRAH  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

- Exhibit "A" – Legal Description of property in the Community
- Exhibit "B" – Articles of Incorporation
- Exhibit "C" – Bylaws
- Exhibit "D" – Limited Controlled Facilities

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COMMONWEALTH OF PENNSYLVANIA  
SOPHIA SETHRAH, Notary Public  
Horsham, Pa.  
My Commission Expires 05/20/08  
Member, Pennsylvania Association of Notaries



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**EXHIBIT "A"**

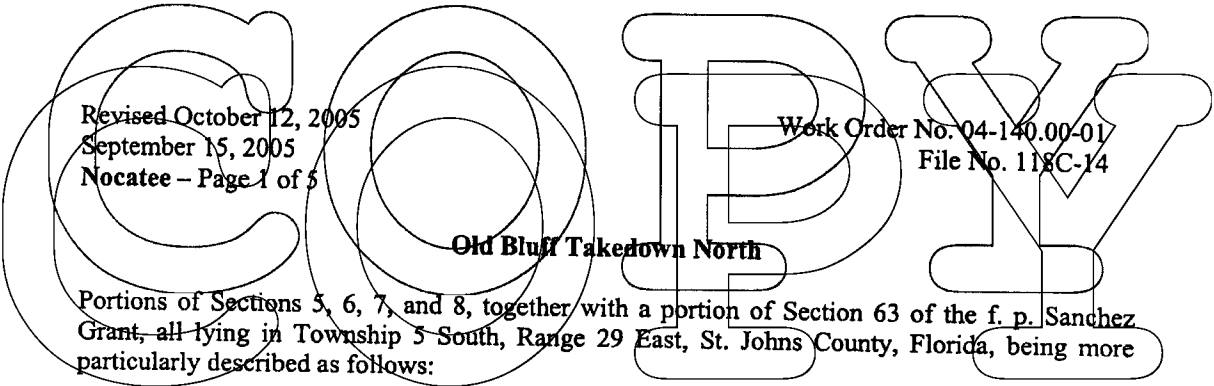
**Legal Description of the Properties**

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**EXHIBIT "A"**  
**THE PROPERTY**



Revised October 12, 2005  
September 15, 2005  
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Work Order No. 04-140.00-01  
File No. 118C-14

**Old Bluff Takedown North**

Portions of Sections 5, 6, 7, and 8, together with a portion of Section 63 of the f. p. Sanchez Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 20, said Township 5 South, Range 29 East; thence North 89°09'44" East, along the Southerly line of said Section 20, a distance of 2945.02 feet; thence North 00°50'16" West, departing said Southerly line, 12420.43 feet to a point on a curve and the Point of Beginning.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Northwesterly, having a radius of 1450.00 feet, through a central angle of 10°46'04", an arc length of 272.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°12'48" West, 272.10 feet; thence South 30°35'50" West, 356.76 feet to the point of curvature of a curve concave Westerly, having a radius of 700.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 35°03'23", an arc length of 428.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 48°07'32" West, 421.64 feet; thence North 24°20'47" West, 118.12 feet; thence North 82°35'20" West, 371.98 feet; thence South 74°45'43" West, 88.64 feet; thence South 49°00'32" West, 402.33 feet; thence South 64°47'49" West, 406.07 feet; thence North 25°12'11" West, 109.06 feet; thence South 84°04'18" West, 400.73 feet; thence North 58°27'40" West, 594.46 feet; thence South 66°30'49" West, 56.52 feet; thence South 03°58'43" West, 38.41 feet; thence South 02°31'32" West, 24.09 feet; thence North 89°51'59" East, 10.32 feet; thence North 00°08'01" West, 10.00 feet; thence North 89°51'59" East, 40.00 feet; thence South 00°08'01" East, 40.00 feet; thence South 89°51'59" West, 40.00 feet; thence North 00°08'01" West, 10.00 feet; thence South 89°51'59" West, 10.32 feet; thence South 88°39'36" West, 100.00 feet to a point on a curve concave Easterly, having a radius of 575.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 02°31'47", an arc length of 25.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 00°04'30" West, 25.39 feet; thence South 77°01'28" West, 6.09 feet; thence South 83°54'55" West, 60.51 feet; thence North 17° 20' 48" West, 104.64 feet; thence North 76° 14' 54" West, 59.99 feet; thence North 77° 22' 36" West, 54.50 feet; thence North 19° 52' 50" West, 80.10 feet; thence North 05° 27' 07" East, 48.93 feet; thence North 04° 43' 31" West, 64.59 feet; thence South 81° 13' 07" East, 16.69 feet; thence North 03° 58' 43" East, 36.13 feet; thence North 12° 37' 33" West, 65.11 feet; thence South 50° 26' 25" West, 45.64 feet; thence South 88° 47' 30" West, 36.80 feet; thence South 69° 00' 59" West, 50.56 feet; thence South 34° 12' 21" West, 116.63 feet; thence North 24° 09' 51" West, 86.11 feet; thence North 39° 23' 43" West, 43.01 feet; thence North 53° 28' 07" West, 36.40 feet; thence North 02° 42' 36" East, 33.60 feet; thence North 33° 16' 07" West, 28.02 feet; thence North 56° 43' 53" East, 20.89 feet; thence North 34° 24' 13" East, 65.49 feet; thence North 54° 16' 10" East, 59.45 feet; thence North 76° 16' 05" East, 62.80 feet; thence South 18° 42'

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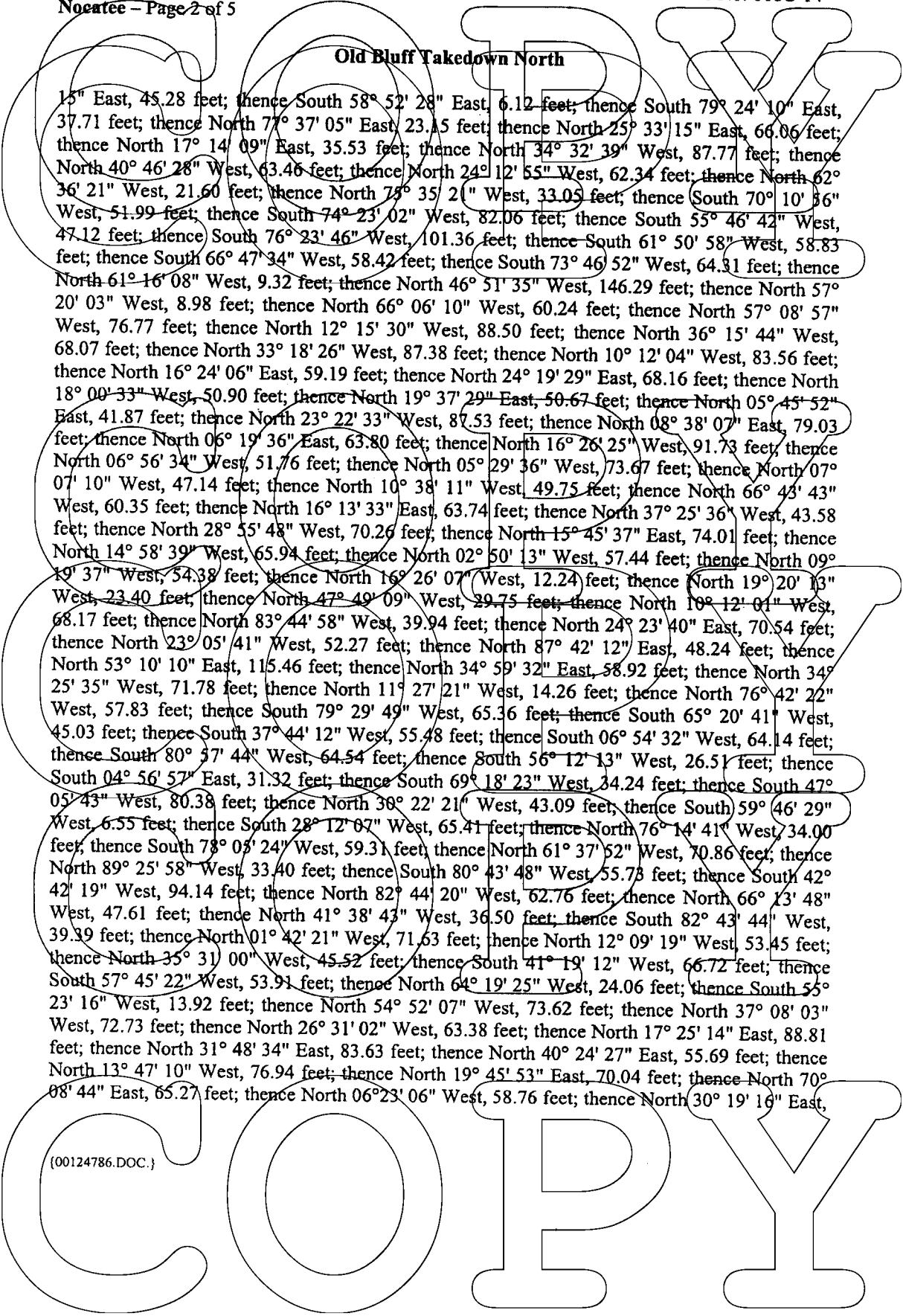
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**Old Bluff Takedown North**

15" East, 45.28 feet; thence South 58° 52' 28" East, 6.12 feet; thence South 79° 24' 10" East, 37.71 feet; thence North 7° 37' 05" East, 23.15 feet; thence North 25° 33' 15" East, 66.06 feet; thence North 17° 14' 09" East, 35.53 feet; thence North 34° 32' 39" West, 87.77 feet; thence North 40° 46' 28" West, 63.46 feet; thence North 24° 12' 55" West, 62.34 feet; thence North 62° 36' 21" West, 21.60 feet; thence North 75° 35' 21" West, 33.05 feet; thence South 70° 10' 36" West, 51.99 feet; thence South 74° 23' 02" West, 82.06 feet; thence South 55° 46' 42" West, 47.12 feet; thence South 76° 23' 46" West, 101.36 feet; thence South 61° 50' 58" West, 58.83 feet; thence South 66° 47' 34" West, 58.42 feet; thence South 73° 46' 52" West, 64.31 feet; thence North 61° 16' 08" West, 9.32 feet; thence North 46° 51' 35" West, 146.29 feet; thence North 57° 20' 03" West, 8.98 feet; thence North 66° 06' 10" West, 60.24 feet; thence North 57° 08' 57" West, 76.77 feet; thence North 12° 15' 30" West, 88.50 feet; thence North 36° 15' 44" West, 68.07 feet; thence North 33° 18' 26" West, 87.38 feet; thence North 10° 12' 04" West, 83.56 feet; thence North 16° 24' 06" East, 59.19 feet; thence North 24° 19' 29" East, 68.16 feet; thence North 18° 00' 33" West, 50.90 feet; thence North 19° 37' 29" East, 50.67 feet; thence North 05° 45' 52" East, 41.87 feet; thence North 23° 22' 33" West, 87.53 feet; thence North 08° 38' 07" East, 79.03 feet; thence North 06° 19' 36" East, 63.80 feet; thence North 16° 26' 25" West, 91.73 feet; thence North 06° 56' 34" West, 51.76 feet; thence North 05° 29' 36" West, 73.67 feet; thence North 07° 07' 10" West, 47.14 feet; thence North 10° 38' 11" West, 49.75 feet; thence North 66° 43' 43" West, 60.35 feet; thence North 16° 13' 33" East, 63.74 feet; thence North 37° 25' 36" West, 43.58 feet; thence North 28° 55' 48" West, 70.26 feet; thence North 15° 45' 37" East, 74.01 feet; thence North 14° 58' 39" West, 65.94 feet; thence North 02° 50' 13" West, 57.44 feet; thence North 09° 19' 37" West, 54.38 feet; thence North 16° 26' 07" West, 12.24 feet; thence North 19° 20' 13" West, 23.40 feet; thence North 47° 49' 09" West, 29.75 feet; thence North 10° 12' 01" West, 68.17 feet; thence North 83° 44' 58" West, 39.94 feet; thence North 24° 23' 40" East, 70.54 feet; thence North 23° 05' 41" West, 52.27 feet; thence North 87° 42' 12" East, 48.24 feet; thence North 53° 10' 10" East, 115.46 feet; thence North 34° 59' 32" East, 58.92 feet; thence North 34° 25' 35" West, 71.78 feet; thence North 11° 27' 21" West, 14.26 feet; thence North 76° 42' 22" West, 57.83 feet; thence South 79° 29' 49" West, 65.36 feet; thence South 65° 20' 41" West, 45.03 feet; thence South 37° 44' 12" West, 55.48 feet; thence South 06° 54' 32" West, 64.14 feet; thence South 80° 37' 44" West, 64.54 feet; thence South 56° 12' 13" West, 26.51 feet; thence South 04° 56' 57" East, 31.32 feet; thence South 69° 18' 23" West, 34.24 feet; thence South 47° 05' 43" West, 80.38 feet; thence North 36° 22' 21" West, 43.09 feet; thence South 59° 46' 29" West, 6.55 feet; thence South 28° 12' 07" West, 65.41 feet; thence North 76° 14' 41" West, 34.00 feet; thence South 78° 05' 24" West, 59.31 feet; thence North 61° 37' 52" West, 70.86 feet; thence North 89° 25' 58" West, 33.40 feet; thence South 80° 43' 48" West, 55.78 feet; thence South 42° 42' 19" West, 94.14 feet; thence North 82° 44' 20" West, 62.76 feet; thence North 66° 13' 48" West, 47.61 feet; thence North 41° 38' 43" West, 36.50 feet; thence South 82° 43' 44" West, 39.39 feet; thence North 01° 42' 21" West, 71.63 feet; thence North 12° 09' 19" West, 53.45 feet; thence North 35° 31' 00" West, 45.52 feet; thence South 41° 19' 12" West, 66.72 feet; thence South 57° 45' 22" West, 53.91 feet; thence North 64° 19' 25" West, 24.06 feet; thence South 55° 23' 16" West, 13.92 feet; thence North 54° 52' 07" West, 73.62 feet; thence North 37° 08' 03" West, 72.73 feet; thence North 26° 31' 02" West, 63.38 feet; thence North 17° 25' 14" East, 88.81 feet; thence North 31° 48' 34" East, 83.63 feet; thence North 40° 24' 27" East, 55.69 feet; thence North 13° 47' 10" West, 76.94 feet; thence North 19° 45' 53" East, 70.04 feet; thence North 70° 08' 44" East, 65.27 feet; thence North 06° 23' 06" West, 58.76 feet; thence North 30° 19' 16" East,

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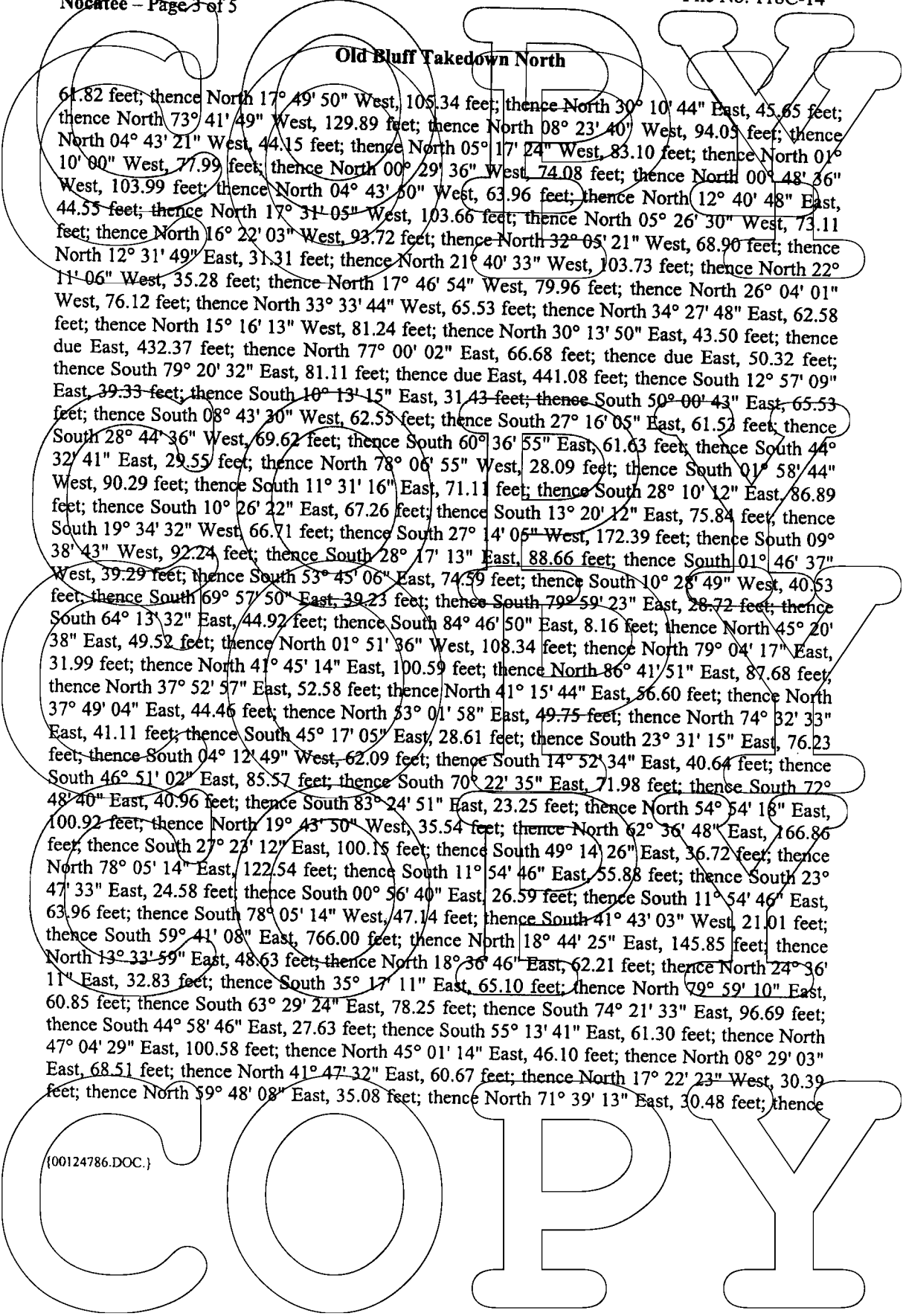
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**Old Bluff Takedown North**

61.82 feet; thence North 17° 49' 50" West, 105.34 feet; thence North 30° 10' 44" East, 45.65 feet; thence North 73° 41' 49" West, 129.89 feet; thence North 08° 23' 40" West, 94.05 feet; thence North 04° 43' 21" West, 44.15 feet; thence North 05° 17' 24" West, 83.10 feet; thence North 01° 10' 00" West, 77.99 feet; thence North 00° 29' 36" West, 74.08 feet; thence North 00° 48' 36" West, 103.99 feet; thence North 04° 43' 50" West, 63.96 feet; thence North 12° 40' 48" East, 44.55 feet; thence North 17° 31' 05" West, 103.66 feet; thence North 05° 26' 30" West, 73.11 feet; thence North 16° 22' 03" West, 93.72 feet; thence North 32° 05' 21" West, 68.90 feet; thence North 12° 31' 49" East, 31.31 feet; thence North 21° 40' 33" West, 103.73 feet; thence North 22° 11' 06" West, 35.28 feet; thence North 17° 46' 54" West, 79.96 feet; thence North 26° 04' 01" West, 76.12 feet; thence North 33° 33' 44" West, 65.53 feet; thence North 34° 27' 48" East, 62.58 feet; thence North 15° 16' 13" West, 81.24 feet; thence North 30° 13' 50" East, 43.50 feet; thence due East, 432.37 feet; thence North 77° 00' 02" East, 66.68 feet; thence due East, 50.32 feet; thence South 79° 20' 32" East, 81.11 feet; thence due East, 441.08 feet; thence South 12° 57' 09" East, 39.33 feet; thence South 10° 13' 15" East, 31.43 feet; thence South 50° 00' 43" East, 65.53 feet; thence South 08° 43' 30" West, 62.55 feet; thence South 27° 16' 05" East, 61.53 feet; thence South 28° 44' 36" West, 69.62 feet; thence South 60° 36' 55" East, 61.63 feet; thence South 44° 32' 41" East, 29.55 feet; thence North 78° 06' 55" West, 28.09 feet; thence South 01° 58' 44" West, 90.29 feet; thence South 11° 31' 16" East, 71.11 feet; thence South 28° 10' 12" East, 86.89 feet; thence South 10° 26' 22" East, 67.26 feet; thence South 13° 20' 12" East, 75.84 feet; thence South 19° 34' 32" West, 66.71 feet; thence South 27° 14' 05" West, 172.39 feet; thence South 09° 38' 43" West, 92.24 feet; thence South 28° 17' 13" East, 88.66 feet; thence South 01° 46' 37" West, 39.29 feet; thence South 53° 45' 06" East, 74.59 feet; thence South 10° 28' 49" West, 40.53 feet; thence South 69° 57' 50" East, 39.23 feet; thence South 79° 59' 23" East, 28.72 feet; thence South 64° 13' 32" East, 44.92 feet; thence South 84° 46' 50" East, 8.16 feet; thence North 45° 20' 38" East, 49.52 feet; thence North 01° 51' 36" West, 108.34 feet; thence North 79° 04' 17" East, 31.99 feet; thence North 41° 45' 14" East, 100.59 feet; thence North 86° 41' 51" East, 87.68 feet; thence North 37° 52' 57" East, 52.58 feet; thence North 41° 15' 44" East, 56.60 feet; thence North 37° 49' 04" East, 44.46 feet; thence North 53° 01' 58" East, 49.75 feet; thence North 74° 32' 33" East, 41.11 feet; thence South 45° 17' 05" East, 28.61 feet; thence South 23° 31' 15" East, 76.23 feet; thence South 04° 12' 49" West, 62.09 feet; thence South 14° 52' 34" East, 40.64 feet; thence South 46° 51' 02" East, 85.57 feet; thence South 70° 22' 35" East, 71.98 feet; thence South 72° 48' 40" East, 40.96 feet; thence South 83° 24' 51" East, 23.25 feet; thence North 54° 54' 18" East, 100.92 feet; thence North 19° 43' 50" West, 35.54 feet; thence North 62° 36' 48" East, 166.86 feet; thence South 27° 23' 12" East, 100.15 feet; thence South 49° 14' 26" East, 36.72 feet; thence North 78° 05' 14" East, 122.54 feet; thence South 11° 54' 46" East, 55.88 feet; thence South 23° 47' 33" East, 24.58 feet; thence South 00° 56' 40" East, 26.59 feet; thence South 11° 54' 46" East, 63.96 feet; thence South 78° 05' 14" West, 47.14 feet; thence South 41° 43' 03" West, 21.01 feet; thence South 59° 41' 08" East, 766.00 feet; thence North 18° 44' 25" East, 145.85 feet; thence North 13° 33' 59" East, 48.63 feet; thence North 18° 36' 46" East, 62.21 feet; thence North 24° 36' 11" East, 32.83 feet; thence South 35° 17' 11" East, 65.10 feet; thence North 79° 59' 10" East, 60.85 feet; thence South 63° 29' 24" East, 78.25 feet; thence South 74° 21' 33" East, 96.69 feet; thence South 44° 58' 46" East, 27.63 feet; thence South 55° 13' 41" East, 61.30 feet; thence North 47° 04' 29" East, 100.58 feet; thence North 45° 01' 14" East, 46.10 feet; thence North 08° 29' 03" East, 68.51 feet; thence North 41° 47' 32" East, 60.67 feet; thence North 17° 22' 23" West, 30.39 feet; thence North 59° 48' 08" East, 35.08 feet; thence North 71° 39' 13" East, 30.48 feet; thence

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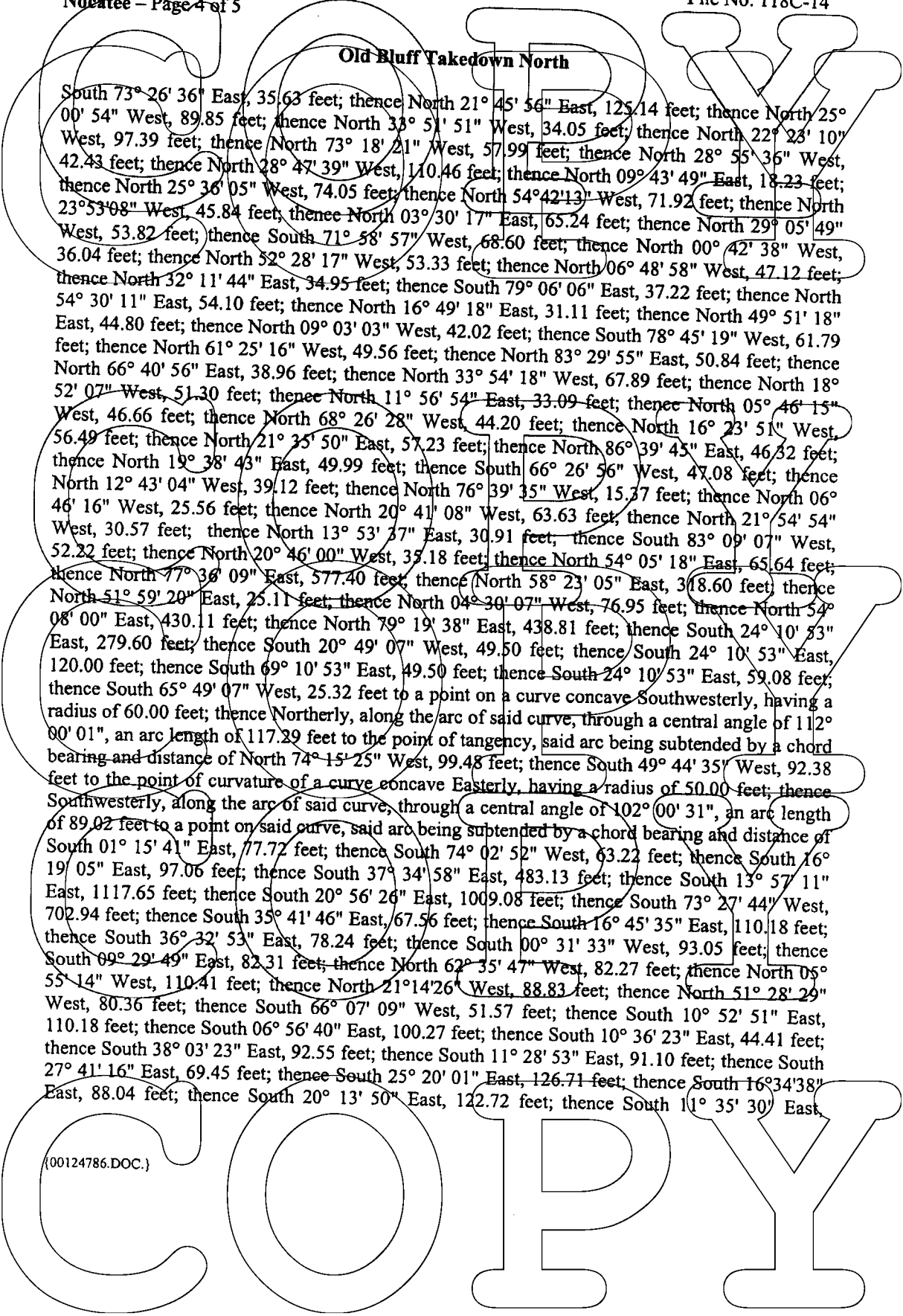
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File No. 118C-14

**Old Bluff Takedown North**

South 73° 26' 36" East, 35.63 feet; thence North 21° 45' 56" East, 125.14 feet; thence North 25° 00' 54" West, 89.85 feet; thence North 33° 51' 51" West, 34.05 feet; thence North 22° 23' 10" West, 97.39 feet; thence North 73° 18' 21" West, 57.99 feet; thence North 28° 55' 36" West, 42.43 feet; thence North 28° 47' 39" West, 110.46 feet; thence North 09° 43' 49" East, 18.23 feet; thence North 25° 36' 05" West, 74.05 feet; thence North 54° 42' 13" West, 71.92 feet; thence North 23° 53' 08" West, 45.84 feet; thence North 03° 30' 17" East, 65.24 feet; thence North 29° 05' 49" West, 53.82 feet; thence South 71° 58' 57" West, 68.60 feet; thence North 00° 42' 38" West, 36.04 feet; thence North 52° 28' 17" West, 53.33 feet; thence North 06° 48' 58" West, 47.12 feet; thence North 32° 11' 44" East, 34.95 feet; thence South 79° 06' 06" East, 37.22 feet; thence North 54° 30' 11" East, 54.10 feet; thence North 16° 49' 18" East, 31.11 feet; thence North 49° 51' 18" East, 44.80 feet; thence North 09° 03' 03" West, 42.02 feet; thence South 78° 45' 19" West, 61.79 feet; thence North 61° 25' 16" West, 49.56 feet; thence North 83° 29' 55" East, 50.84 feet; thence North 66° 40' 56" East, 38.96 feet; thence North 33° 54' 18" West, 67.89 feet; thence North 18° 52' 07" West, 51.30 feet; thence North 11° 56' 54" East, 33.09 feet; thence North 05° 46' 15" West, 46.66 feet; thence North 68° 26' 28" West, 44.20 feet; thence North 16° 23' 51" West, 56.49 feet; thence North 21° 35' 50" East, 57.23 feet; thence North 86° 39' 45" East, 46.32 feet; thence North 19° 38' 43" East, 49.99 feet; thence South 66° 26' 56" West, 47.08 feet; thence North 12° 43' 04" West, 39.12 feet; thence North 76° 39' 35" West, 15.37 feet; thence North 06° 46' 16" West, 25.56 feet; thence North 20° 41' 08" West, 63.63 feet; thence North 21° 54' 54" West, 30.57 feet; thence North 13° 53' 37" East, 30.91 feet; thence South 83° 09' 07" West, 52.22 feet; thence North 20° 46' 00" West, 35.18 feet; thence North 54° 05' 18" East, 65.64 feet; thence North 77° 36' 09" East, 577.40 feet; thence North 58° 23' 05" East, 318.60 feet; thence North 51° 59' 20" East, 25.11 feet; thence North 04° 30' 07" West, 76.95 feet; thence North 54° 08' 00" East, 430.11 feet; thence North 79° 19' 38" East, 438.81 feet; thence South 24° 10' 53" East, 279.60 feet; thence South 20° 49' 07" West, 49.50 feet; thence South 24° 10' 53" East, 120.00 feet; thence South 69° 10' 53" East, 49.50 feet; thence South 24° 10' 53" East, 59.08 feet; thence South 65° 49' 07" West, 25.32 feet to a point on a curve concave Southwesterly, having a radius of 60.00 feet; thence Northerly, along the arc of said curve, through a central angle of 112° 00' 01", an arc length of 117.29 feet to the point of tangency, said arc being subtended by a chord bearing and distance of North 74° 15' 25" West, 99.48 feet; thence South 49° 44' 35" West, 92.38 feet to the point of curvature of a curve concave Easterly, having a radius of 50.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 102° 00' 31", an arc length of 89.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01° 15' 41" East, 77.72 feet; thence South 74° 02' 52" West, 63.22 feet; thence South 16° 19' 05" East, 97.06 feet; thence South 37° 34' 58" East, 483.13 feet; thence South 13° 57' 11" East, 1117.65 feet; thence South 20° 56' 26" East, 1009.08 feet; thence South 73° 27' 44" West, 702.94 feet; thence South 35° 41' 46" East, 67.56 feet; thence South 16° 45' 35" East, 110.18 feet; thence South 36° 32' 53" East, 78.24 feet; thence South 00° 31' 33" West, 93.05 feet; thence South 09° 29' 49" East, 82.31 feet; thence North 62° 35' 47" West, 82.27 feet; thence North 05° 55' 14" West, 110.41 feet; thence North 21° 14' 26" West, 88.83 feet; thence North 51° 28' 29" West, 80.36 feet; thence South 66° 07' 09" West, 51.57 feet; thence South 10° 52' 51" East, 110.18 feet; thence South 06° 56' 40" East, 100.27 feet; thence South 10° 36' 23" East, 44.41 feet; thence South 38° 03' 23" East, 92.55 feet; thence South 11° 28' 53" East, 91.10 feet; thence South 27° 41' 16" East, 69.45 feet; thence South 25° 20' 01" East, 126.71 feet; thence South 16° 34' 38" East, 88.04 feet; thence South 20° 13' 50" East, 122.72 feet; thence South 11° 35' 30" East,

{00124786.DOC.}

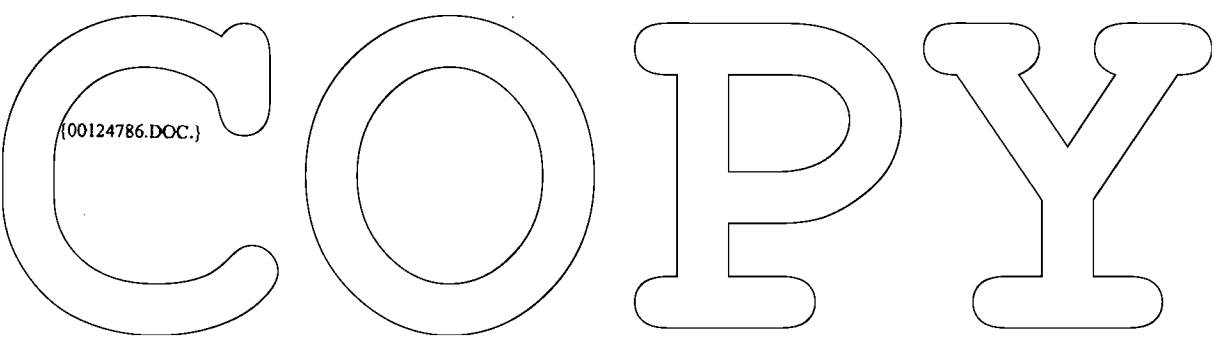
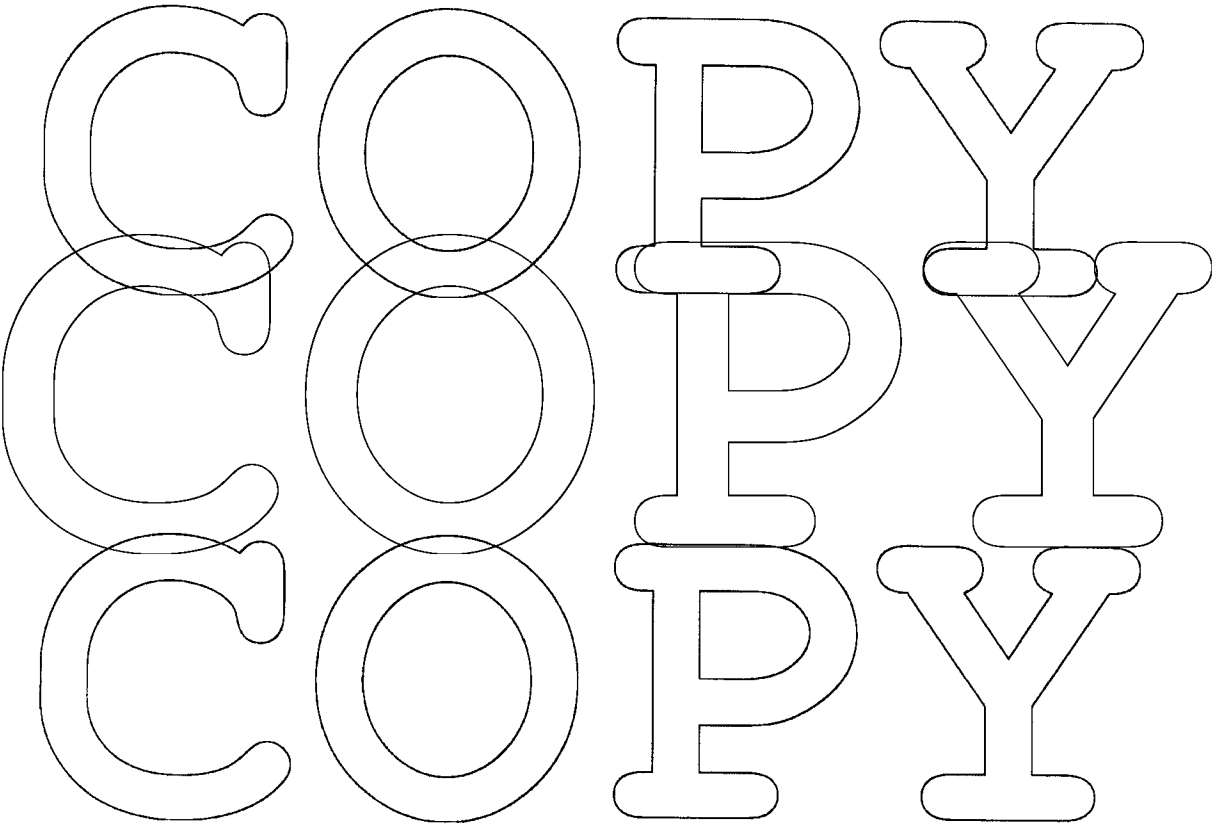
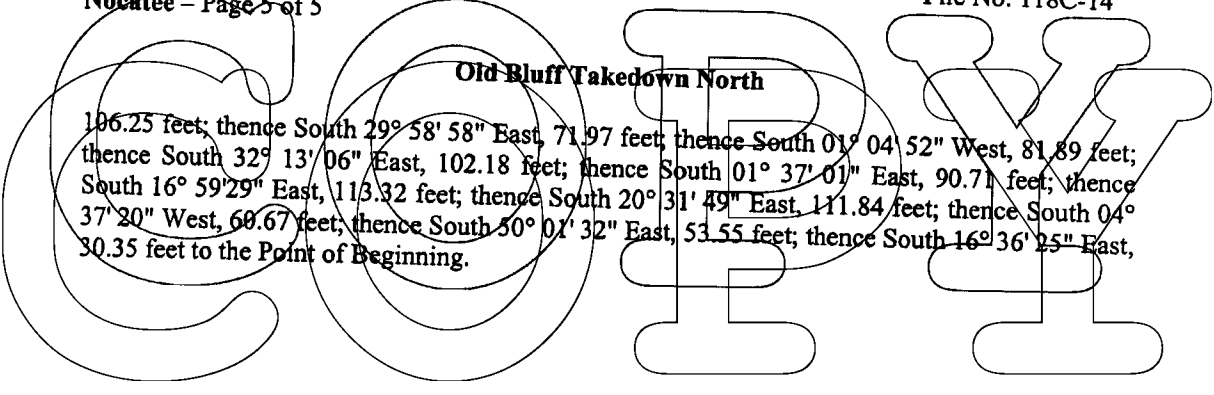


Revised October 12, 2005  
September 15, 2005  
Nocatee - Page 5 of 5

Work Order No. 04-140.00-01  
File No. 118C-14

**Old Bluff Takedown North**

106.25 feet; thence South 29° 58' 58" East, 71.97 feet; thence South 01° 04' 52" West, 81.89 feet;  
thence South 32° 13' 06" East, 102.18 feet; thence South 01° 37' 01" East, 90.71 feet; thence  
South 16° 59' 29" East, 113.32 feet; thence South 20° 31' 49" East, 111.84 feet; thence South 04°  
37' 20" West, 60.67 feet; thence South 50° 01' 32" East, 53.55 feet; thence South 16° 36' 25" East,  
30.35 feet to the Point of Beginning.













MAP BOOK 60 PAGE 6

SHEET 6 OF 22 SHEETS

GRAPHIC SCALE



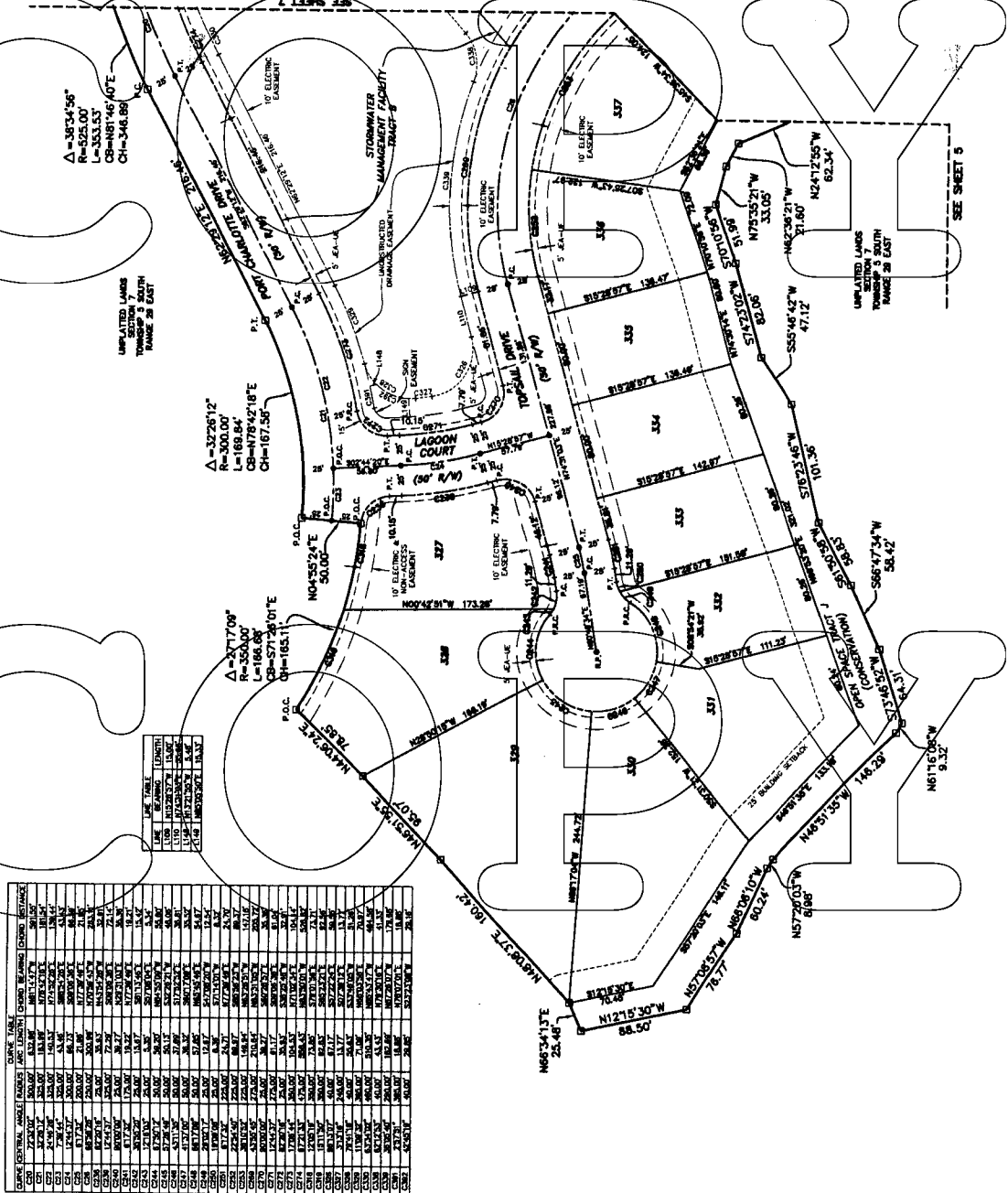
SEE SHEET 3 OF 22 FOR NOTES



**COASTAL OAKS AT NOCATEE ~ PHASE 1**  
 A PORTION OF SECTIONS 5, 7 AND 8, TOGETHER WITH A PORTION OF SECTION 63  
 OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
 ST. JOHNS COUNTY, FLORIDA.

CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
C101	178.00	N89°15'30"W	178.00
C102	178.00	S89°15'30"E	178.00
C103	178.00	N89°15'30"W	178.00
C104	178.00	S89°15'30"E	178.00
C105	178.00	N89°15'30"W	178.00
C106	178.00	S89°15'30"E	178.00
C107	178.00	N89°15'30"W	178.00
C108	178.00	S89°15'30"E	178.00
C109	178.00	N89°15'30"W	178.00
C110	178.00	S89°15'30"E	178.00
C111	178.00	N89°15'30"W	178.00
C112	178.00	S89°15'30"E	178.00
C113	178.00	N89°15'30"W	178.00
C114	178.00	S89°15'30"E	178.00
C115	178.00	N89°15'30"W	178.00
C116	178.00	S89°15'30"E	178.00
C117	178.00	N89°15'30"W	178.00
C118	178.00	S89°15'30"E	178.00
C119	178.00	N89°15'30"W	178.00
C120	178.00	S89°15'30"E	178.00
C121	178.00	N89°15'30"W	178.00
C122	178.00	S89°15'30"E	178.00
C123	178.00	N89°15'30"W	178.00
C124	178.00	S89°15'30"E	178.00
C125	178.00	N89°15'30"W	178.00
C126	178.00	S89°15'30"E	178.00
C127	178.00	N89°15'30"W	178.00
C128	178.00	S89°15'30"E	178.00
C129	178.00	N89°15'30"W	178.00
C130	178.00	S89°15'30"E	178.00
C131	178.00	N89°15'30"W	178.00
C132	178.00	S89°15'30"E	178.00
C133	178.00	N89°15'30"W	178.00
C134	178.00	S89°15'30"E	178.00
C135	178.00	N89°15'30"W	178.00
C136	178.00	S89°15'30"E	178.00
C137	178.00	N89°15'30"W	178.00
C138	178.00	S89°15'30"E	178.00
C139	178.00	N89°15'30"W	178.00
C140	178.00	S89°15'30"E	178.00
C141	178.00	N89°15'30"W	178.00
C142	178.00	S89°15'30"E	178.00
C143	178.00	N89°15'30"W	178.00
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C145	178.00	N89°15'30"W	178.00
C146	178.00	S89°15'30"E	178.00
C147	178.00	N89°15'30"W	178.00
C148	178.00	S89°15'30"E	178.00
C149	178.00	N89°15'30"W	178.00
C150	178.00	S89°15'30"E	178.00

LINE	BEARING	LENGTH
1	N89°15'30"W	178.00
2	S89°15'30"E	178.00
3	N89°15'30"W	178.00
4	S89°15'30"E	178.00
5	N89°15'30"W	178.00
6	S89°15'30"E	178.00
7	N89°15'30"W	178.00
8	S89°15'30"E	178.00
9	N89°15'30"W	178.00
10	S89°15'30"E	178.00
11	N89°15'30"W	178.00
12	S89°15'30"E	178.00
13	N89°15'30"W	178.00
14	S89°15'30"E	178.00
15	N89°15'30"W	178.00
16	S89°15'30"E	178.00
17	N89°15'30"W	178.00
18	S89°15'30"E	178.00
19	N89°15'30"W	178.00
20	S89°15'30"E	178.00



- LEGEND**
- B BOUNDARY BY FINAL P.M.P. OR (EXCEPT OTHERWISE NOTED) STAMPED BY A.S. BY P.M.P. CAP.
  - C C CENTERLINE OF ROAD OR RAILROAD
  - D D DRAINAGE DITCH
  - E E EASEMENT
  - F F FENCE
  - G G GROUND SURFACE
  - H H HORIZONTAL CURVE
  - I I INTERSECTION
  - J J JUNCTION
  - K K POINT OF CURVATURE
  - L L POINT OF BEGINNING
  - M M POINT OF ENDING
  - N N POINT OF TANGENCY
  - O O POINT OF CURVATURE
  - P P POINT OF BEGINNING
  - Q Q POINT OF ENDING
  - R R RADIUS
  - S S SLOPE
  - T T TANGENT
  - U U UNIMPL. LANDS
  - V V VERTICALLY CURVED
  - W W WATER
  - X X EXISTING
  - Y Y YIELD
  - Z Z ZONE

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
 14775 ST. AUGUSTINE ROAD  
 JACKSONVILLE, FLORIDA 32218  
 CERTIFICATE OF AUTHORIZATION NO. LB 5824

COPY



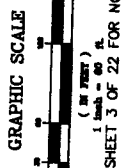






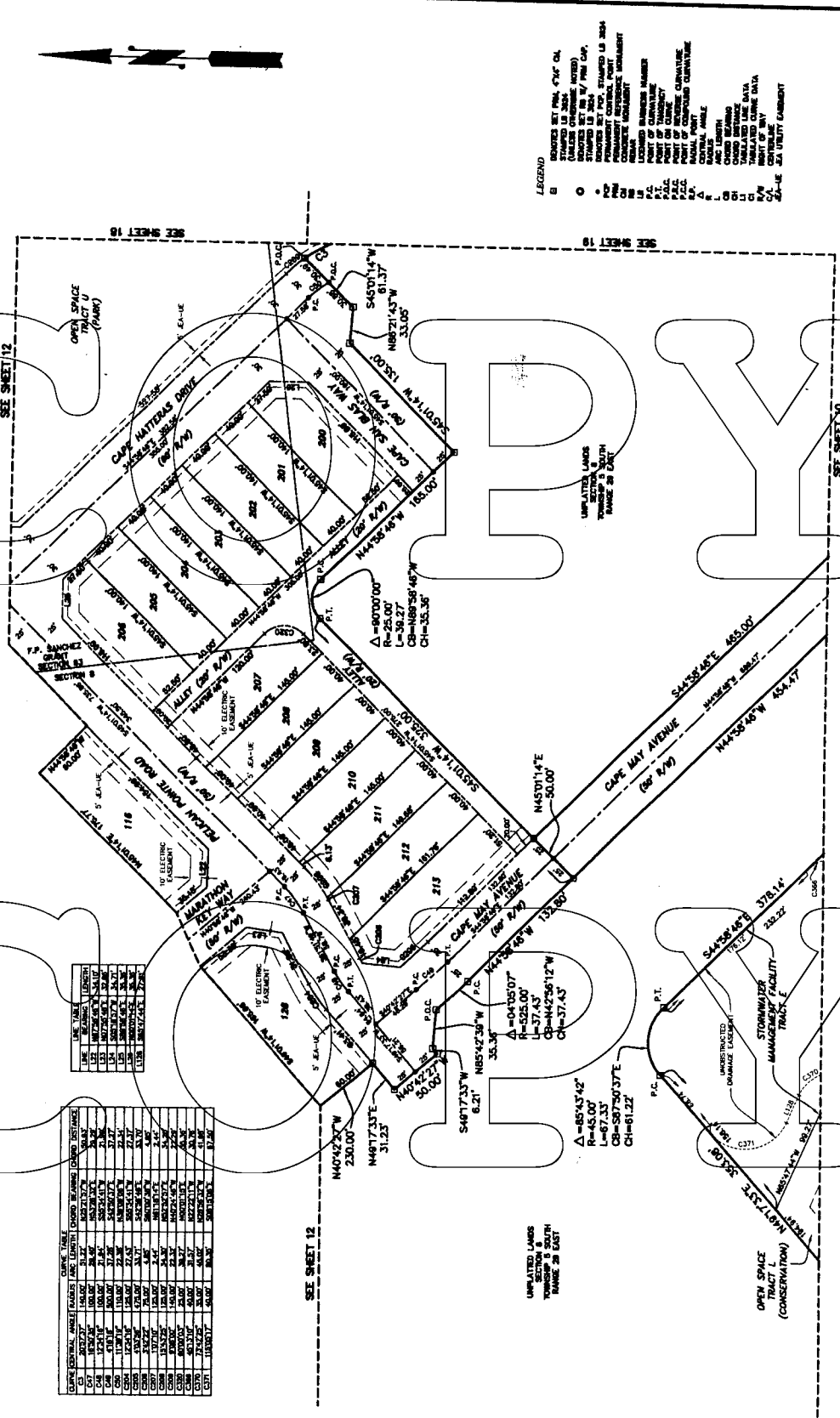
MAP BOOK 60 PAGE 11  
SHEET 11 OF 22 SHEETS

**COASTAL OAKS AT NOCATEE ~ PHASE 1**  
A PORTION OF SECTIONS 5, 7 AND 8, TOGETHER WITH A PORTION OF SECTION 63  
OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.



SEE SHEET 3 OF 22 FOR NOTES

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	150.00'	S45°00'00"W	212.13'
C2	90°00'00"	150.00'	S45°00'00"W	212.13'
C3	90°00'00"	150.00'	S45°00'00"W	212.13'
C4	90°00'00"	150.00'	S45°00'00"W	212.13'
C5	90°00'00"	150.00'	S45°00'00"W	212.13'
C6	90°00'00"	150.00'	S45°00'00"W	212.13'
C7	90°00'00"	150.00'	S45°00'00"W	212.13'
C8	90°00'00"	150.00'	S45°00'00"W	212.13'
C9	90°00'00"	150.00'	S45°00'00"W	212.13'
C10	90°00'00"	150.00'	S45°00'00"W	212.13'
C11	90°00'00"	150.00'	S45°00'00"W	212.13'
C12	90°00'00"	150.00'	S45°00'00"W	212.13'
C13	90°00'00"	150.00'	S45°00'00"W	212.13'
C14	90°00'00"	150.00'	S45°00'00"W	212.13'
C15	90°00'00"	150.00'	S45°00'00"W	212.13'
C16	90°00'00"	150.00'	S45°00'00"W	212.13'
C17	90°00'00"	150.00'	S45°00'00"W	212.13'
C18	90°00'00"	150.00'	S45°00'00"W	212.13'
C19	90°00'00"	150.00'	S45°00'00"W	212.13'
C20	90°00'00"	150.00'	S45°00'00"W	212.13'
C21	90°00'00"	150.00'	S45°00'00"W	212.13'
C22	90°00'00"	150.00'	S45°00'00"W	212.13'
C23	90°00'00"	150.00'	S45°00'00"W	212.13'
C24	90°00'00"	150.00'	S45°00'00"W	212.13'
C25	90°00'00"	150.00'	S45°00'00"W	212.13'
C26	90°00'00"	150.00'	S45°00'00"W	212.13'
C27	90°00'00"	150.00'	S45°00'00"W	212.13'
C28	90°00'00"	150.00'	S45°00'00"W	212.13'
C29	90°00'00"	150.00'	S45°00'00"W	212.13'
C30	90°00'00"	150.00'	S45°00'00"W	212.13'



- LEGEND**
- B BOUNDARIES SET FROM 4" X 4" OIL (UNLESS OTHERWISE NOTED)
  - O BOUNDARIES SET FROM 1" X 1" PIN CAP, (UNLESS OTHERWISE NOTED)
  - P.P. PERMANENT CONTROL POINT
  - CH CHANGING INSTRUMENT
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  - CH-50 CHANGING INSTRUMENT

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

COPY









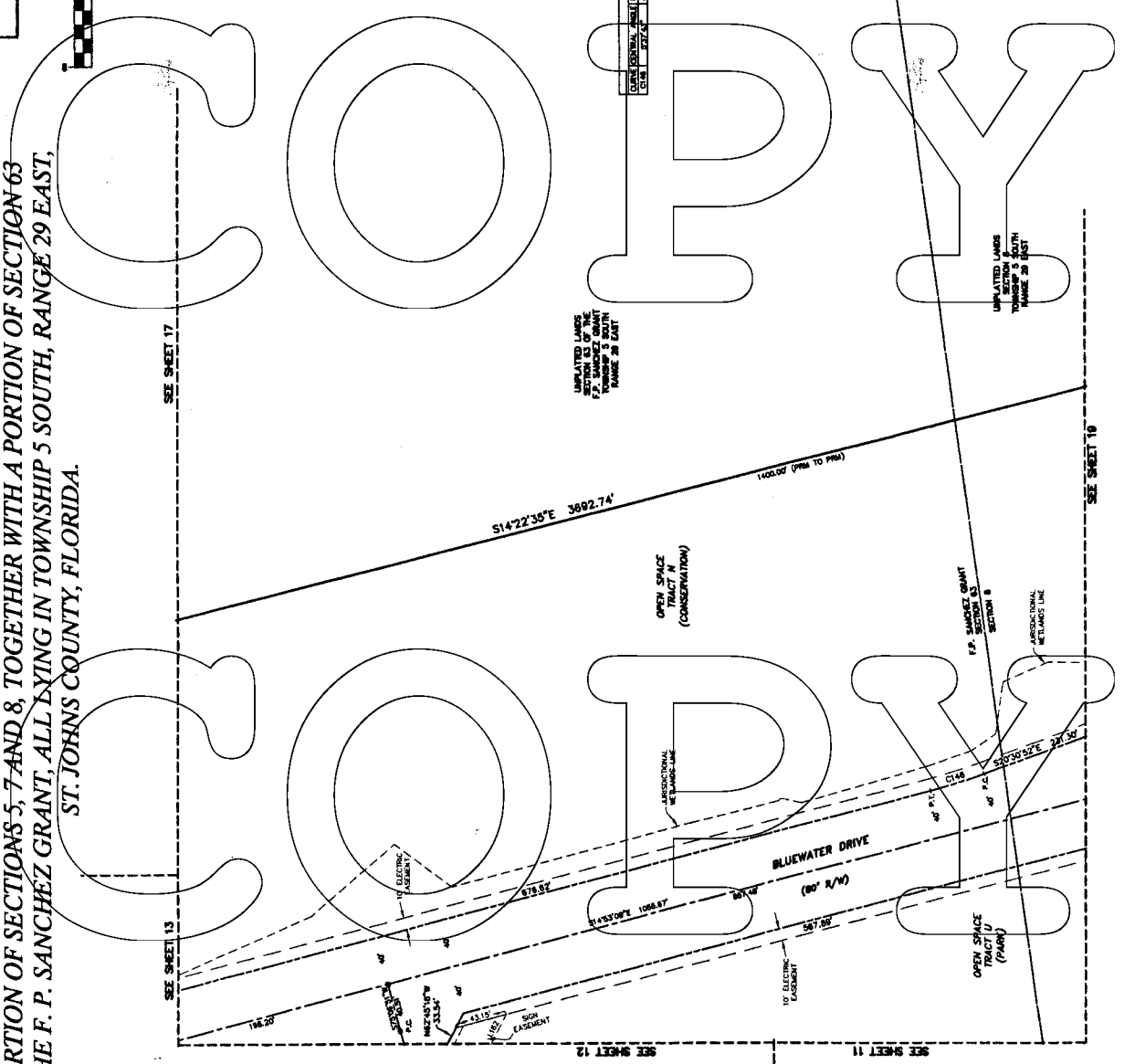




MAP BOOK 60 PAGE 18  
SHEET 18 OF 22 SHEETS

**COASTAL OAKS AT NOCATEE ~ PHASE 1**  
A PORTION OF SECTIONS 5, 7 AND 8, TOGETHER WITH A PORTION OF SECTION 63  
OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE  
1" = 60' (OR FEET)  
SEE SHEET 3 OF 22 FOR NOTES



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
1	S 77° 24' 00\"/>				

- LEGEND**
- BE - BENCHMARK SET PER 4\"/>

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32256 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

COOPY





MAP BOOK 60 PAGE 21  
SHEET 21 OF 22 SHEETS

COASTAL OAKS AT NOCATEE ~ PHASE 1  
A PORTION OF SECTIONS 5, 7 AND 8, TOGETHER WITH A PORTION OF SECTION 63  
OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.

GRAPHIC SCALE  
( IN FEET )  
1 inch = 80 ft.  
SEE SHEET 3 OF 22 FOR NOTES

- LEGEND
- STANDARD SETTING OF 4" x 4" OR LARGER SETTING
  - STANDARD SETTING OF 2" x 2" OR LARGER SETTING
  - STANDARD SETTING OF 1" x 1" OR LARGER SETTING
  - STANDARD SETTING OF 3/4" x 3/4" OR LARGER SETTING
  - STANDARD SETTING OF 1/2" x 1/2" OR LARGER SETTING
  - STANDARD SETTING OF 1/4" x 1/4" OR LARGER SETTING
  - STANDARD SETTING OF 1/8" x 1/8" OR LARGER SETTING
  - STANDARD SETTING OF 1/16" x 1/16" OR LARGER SETTING
  - STANDARD SETTING OF 1/32" x 1/32" OR LARGER SETTING
  - STANDARD SETTING OF 1/64" x 1/64" OR LARGER SETTING
  - STANDARD SETTING OF 1/128" x 1/128" OR LARGER SETTING
  - STANDARD SETTING OF 1/256" x 1/256" OR LARGER SETTING
  - STANDARD SETTING OF 1/512" x 1/512" OR LARGER SETTING
  - STANDARD SETTING OF 1/1024" x 1/1024" OR LARGER SETTING
  - STANDARD SETTING OF 1/2048" x 1/2048" OR LARGER SETTING
  - STANDARD SETTING OF 1/4096" x 1/4096" OR LARGER SETTING
  - STANDARD SETTING OF 1/8192" x 1/8192" OR LARGER SETTING
  - STANDARD SETTING OF 1/16384" x 1/16384" OR LARGER SETTING
  - STANDARD SETTING OF 1/32768" x 1/32768" OR LARGER SETTING
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