THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Michael B. Puleo, Esq.
c/o Toll Brothers, Inc.
250 Gibraltar Rd.
Horsham, PA 19044

COPY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

COASTAL OAKS

St. Johns County, Florida

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COASTAL OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF Coastal Oaks (the "Declaration") is made and executed this 1st day of May, 2007, by **Toll Jacksonville Limited Partnership** a Florida limited partnership, its successors and assigns, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Toll Jacksonville Limited Partnership the owner of the real property within St. Johns County, a master planned community, which property is described in Exhibit "A" attached herein and is also described in Article II of this Declaration, and desires to create thereon mutually beneficial restrictions under a general plan of improvement for the benefit of the real property and all of its future owners.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Article II of this Declaration, together with any improvements constructed or to be constructed thereon, is and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described in Article II and every part thereof and all of which shall run with the land and the title to the real property subject to this Declaration and shall be binding upon all parties having or acquiring any right, title or interest therein.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration, shall have the following meanings:

1. **"Architectural Standards"** means the design criteria and building guidelines promulgated by the Architectural Review Committee as more particularly described in Article X of this Declaration.

2. **"Area(s) of Common Responsibility"** means the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration (as hereinafter defined), other applicable covenants, or by contract become the responsibility of the Association.

3. **"Articles"** means the Articles of Incorporation of Coastal Oaks Homeowners Association, Inc., attached hereto as Exhibit "B".

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4. **"Association"** means Coastal Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

5. **"Base Assessment"** means assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as more particularly described in Article VIII, Section 8.1.

6. **"Board of Directors"** or **"Board"** mean the members of the Board of Directors of the Association as from time to time elected or appointed.

7. **"Builder"** means any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers or parcels of land within the Community for further subdivision, development, and/or resale in the ordinary course of such Person's business.

8. **"Bylaws"** means the Bylaws of the Association, attached hereto as Exhibit "C".

9. **"CDD"** Shall mean and refer to the Nocatee Community Development District, also known as the Tolomato CDD and or Split Pine CDD respectively, which is a special purpose unit of local government created under Chapter 190, Florida Statutes, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or outside the Properties.

10. **"Class B Control Period"** means the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Article III of the Bylaws.

11. **"Common Areas"** means all real and personal property within the Community which is declared herein or in any Supplemental Declaration to be the "Common Areas" or on any recorded subdivision plat of the Community, and all improvements thereto, which are designated for the use and enjoyment of all Owners, or which are otherwise dedicated, conveyed, leased or for which a license or use right is granted to the Association and which are intended to be devoted to the common use and enjoyment of some or all of the Owners, as more specifically provided herein. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Association. As used herein, "Common Areas" shall include, among other things, (i) all improvements and equipment located in or on the Common Areas, including, without limitation, private roadways, signage, gate houses, entry features, swales and berms, pedestrian paths and irrigation systems, (ii)any pools, recreational facilities, clubhouses and parking facilities designated as Common Areas in this Declaration, any Supplemental Declarations or on the Plat, (iii) the surface water management system, as permitted by the St. Johns River Water Management District ***(SJRWMD)***, including, but not limited to, all lakes, retention areas, Conservation Areas, water management areas, ditches, culverts, structures and related appurtenances, but shall exclude (x) any public utility installation located in or on the Common Areas thereon, (y) all portions of any Community Systems (as defined below),

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unless specifically designated as part of the Common Areas pursuant to a Supplemental Declaration by the Declarant, and (vi) any other property of Declarant not intended to be made Common Areas..

12. **"Common Expenses"** means the actual and estimated expenses of operating the Association, including, but not limited to, maintenance of the Common Areas, Limited Controlled Facilities Areas and Area(s) of Common Responsibility, services and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles and the Bylaws.

13. **"Community"** means the real property described in Exhibit "A" and interests therein, which is subject to this Declaration, together with such additional property as is subjected to this Declaration in accordance with Article II, but excludes the commercial property located north of the entrance of the Community. For purposes of this Declaration, Community shall specifically refer to Coastal Oaks.

14. **"Community Systems"** means and refers to any and all cable television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials, installations and fixtures (including those based on, containing and serving future technological advances not now known), installed by Declarant or pursuant to any grant of easement or authority by Declarant within "The Properties" (as defined below).

15. **"Community-Wide Standard"** means the standard of conduct, maintenance or other activity specifically determined by the Board of Directors or its committees.

16. **"Conservation Areas"** means those protected areas required by the Army Corps of Engineers and/or St. Johns River Water Management District for the Community, including, but not limited to wetland preservation areas, mitigation areas and upland buffers which are protected under conservation easements created pursuant to Section 704.06, Florida Statutes.

17. **"Surface or Stormwater Management System"** means 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 re-use water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 of the Florida Administrative Code.

18. **"Declarant"** means Toll Jacksonville Limited Partnership, a Florida limited partnership, its successors and assigns; provided, however, that any successor or assign shall acquire for the purpose of development or sale any or all portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" attached hereto and, provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided further, upon such designation of such successor Declarant, all

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rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood as to all of the property described in the Exhibit "A" attached hereto, which is now subject to this Declaration, there shall be no more than one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

19. **"Limited Controlled Facilities"** shall mean any real estate within the Community, whether or not a part of a unit, that is not a Common Area but is maintained, improved, repaired, replaced, regulated, managed or controlled by the Association.

20. **"Master Plan"** means the land use plan for the development of the Community dated February 15, 2005, prepared by Prosser Hallock, as it may be amended, which plan includes the property described on Exhibit "A". Inclusion of property and improvements on the Master Plan shall not, under any circumstances, obligate Declarant to add the said property and/or construct the improvements reflected on the Master Plan.

21. **"Member"** means all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

22. **"Neighborhood"** means two or more Units which share interests other than those common to all Units, as more particularly described in Article IV, Section 3. By way of illustration and not limitation, a condominium, townhome development, cluster home development or single-family detached housing development might each be designated as separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one Neighborhood upon development. Where the context permits or requires, the term "Neighborhood" shall also refer to the Neighborhood Committee, if any, established in accordance with this Declaration, or the Neighborhood Association established to act on behalf of the assessments levied on behalf of the Owners of Units within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Article IV, Section 3.

23. **"Neighborhood Assessments"** means assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Article VIII, Section 24. "Neighborhood Association" means any condominium association or other owners association having concurrent jurisdiction over any Neighborhood.

24. **"Neighborhood Expenses"** means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Owners and occupants of Units within a particular Neighborhood or Neighborhoods which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize and as may be authorized herein or in Supplemental Declarations applicable to the Neighborhoods.

25. **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any plot or other property located within the Community, excluding,

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however, the Association and any person holding such interest merely as security for the performance or satisfaction of an obligation.

26. **"Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

27. **"Plat"** means any Plat or Replat of the Community or any portion thereof now or hereafter recorded, including, without limitation, that certain Plat of Coastal Oaks Phase I recorded in Map Book 60, pages 1-22, inclusive, of the Public Records of St Johns County, Florida.

28. **"The Properties"** means and refers to all properties described in Exhibit "A" attached hereto and made a part hereof and all additions thereto, now or hereafter made, subject to this Declaration.

29. **"Rules and Regulations"** means the procedures for administering the Association, the Community, and the use of the Common Areas, as adopted by resolution of the Board of Directors.

30. **"Special Assessment"** means assessments levied in accordance with Article VIII, Section 5 of this Declaration.

31. **"Specific Assessment"** means assessments levied in accordance with Article VIII, Section 6 of this Declaration.

32. **"Supplemental Declaration"** means an amendment or supplement to this Declaration filed pursuant to Article II which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to an instrument filed by the Declarant pursuant to Article IV, Section 3, which designates Voting Groups.

33. **"Unit"** means a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of any Neighborhood Association, or property dedicated to the public, In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

34. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Plan or the site plan approved by Declarant, whichever is more recent, until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by

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such plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

35. **"Voting Group"** means one or more Neighborhood whose Voting Members vote on a common slate for election of directors to the Board of Directors, as more particularly described in Article IV, Section 3 or, if the context so indicates, the group of Owners whose Units comprise such Neighborhoods.

36. **"Voting Member"** means the representative(s) selected by the Members within each Neighborhood as provided in Article IV, Section 3 to be responsible for casting votes attributable to Units in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the Bylaws). The term "Voting Member" shall include alternate Voting Members acting in the absence of the Voting Member and any Owners authorized to personally cast the votes for their respective Units pursuant to Article IV, Section 3.

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ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; WITHDRAWALS

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described on Exhibit" A" attached hereto and made a part hereof ("The Properties").

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration as follows:

(a) Declarant, together with the owner of fee simple title to the property involved if other than Declarant, shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other Person being required, by filing a Supplemental Declaration in the Public Records of St Johns County, Florida.

(b) Additionally, Declarant shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other Person being required to accomplish the following purposes:

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(i) to include within the Community any portions of any rights-of-way which become abandoned and which abut the Community, or to otherwise move the boundary lines of the Community such that at locations where possible, the boundary lines abut public ways; and

(ii) to include within the Community the situs of lands containing easement ways for ingress and egress and the swale areas of such easement ways which connect any private road system within the Community to the public way.

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(c) Upon approval in writing of the Association pursuant to a majority vote of its members, an Owner of any land who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of public record a Supplemental Declaration declaring its intention and containing the legal description of the lands to be added; provided, so long as Declarant shall control the Association, either by having elected or appointed a majority of the members of the Board of Directors, then there shall be no additions to the Community (other than as permitted under paragraphs (a) and (b) above and paragraph (d) below), unless the Declarant joins the majority of Owners in approving such addition.

(d) Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by this Declaration within the Community, together with the covenants, conditions and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Community.

(e) At the time any additional lands are made subject to this Declaration, Declarant may also record an instrument which:

(i) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or

(ii) creates new provisions applicable only to such additional lands; or

(iii) omits the applicability of any of the provisions of this Declaration as to any such additional lands; or

(iv) does any, all or none of the above.

(f) The execution and recordation of this Declaration shall not be construed to require Declarant to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 3. Withdrawal. Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of The Community then owned by the Declarant or its affiliates or the Association from provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Community desired to be affected by Declarant; provided, however, such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for The Community. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the then-owner(s) and mortgagee(s) of such land, but not of any others. Notwithstanding the foregoing, no withdrawal which affects the operation and maintenance of the surface water management system shall be made without the consent of the St. Johns River Water Management District ***(SJRWMD)***.

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ARTICLE III
COMMON AREA AND LIMITED CONTROLLED FACILITIES; SPECIAL RECREATIONAL PARCELS; COMMUNITY SYSTEMS

Section 1. Common Areas. The Common Areas are as designated on the Plat, in this Declaration, or in any other documents recorded from time to time by the Declarant. Declarant hereby designates the following tracts on the Plat as the Common Areas for the use and benefit of all Owners within the Community:

(i) All Open Space Tracts on the Plat of Coastal Oaks at Nocatee – Phase 1 recorded in Map Book 60 pages 1-22, of the Public Records of St. Johns County, Florida.

The Declarant may, in its sole discretion, construct a guardhouse at the entrance of the Community and convey such guardhouse to the Association. If the guardhouse is constructed and conveyed to the Association, the Association shall thereafter maintain the guardhouse, including, but not limited to, paying the cost of any such personnel stationed at such guardhouse. The Declarant shall have the right in its sole discretion to convey additional real estate improved or unimproved and/or personal property as additional Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Members. The boundaries of the Common Area may from time to time be modified by Declarant as deemed necessary or appropriate by Declarant for development and sale of the Properties. The Association shall, without approval of a Person, execute any such instrument deemed necessary to accomplish any boundary modification.

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Section 2. Limited Controlled Facilities. Certain portions of the Properties may be designated as Limited Controlled Facilities and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Units within a particular Neighborhood or Neighborhoods but maintained, improved, repaired, replaced, regulated, managed or controlled by the Association. All costs associated with maintenance, repair, replacement, and insurance of Limited Controlled Facilities shall be assessed as a Neighborhood Assessment against the Owners of Units in those Neighborhoods to which the Limited Controlled Facility is assigned. The initial Limited Controlled Facilities and the Persons entitled to use same are more particularly described on Exhibit D attached hereto and incorporated herein. Initially, the Declarant shall designate any Limited Controlled Facilities as such and shall assign the exclusive use thereof in this Declaration; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Controlled Facility to additional Units and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Article II.

The Limited Controlled Facilities are as designated in this Declaration or in other documents recorded from time to time by the Declarant. The Association may adopt Rules and Regulations which govern among other things the use of the Limited Controlled Facilities. The Declarant shall have the right in its sole discretion to label additional real estate, improved or unimproved and/or personal property as additional Limited Controlled Facilities which

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conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Members.

Section 3. Easements for Use and Enjoyment of Common Areas. Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to the Unit, subject to the following provisions:

(i) the right of the Association and or CDD to borrow money for the purpose of improving the Common Areas and Limited Controlled Facilities, or any portion thereof or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Areas or Limited Controlled Facilities; provided, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner, or a holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Unit or other property located within the Community;

(ii) the right of the Association and or CDD to grant easements across the Common Areas and/or Limited Controlled Facilities to Persons who are not Owners;

(iii) the right of the Association and or CDD to dedicate or transfer all or any portion of the Common Areas subject to such conditions as may be agreed to by a majority of the Members of the Association and subject to the approval requirements of Declarant;

(iv) this Declaration, the Bylaws and any other applicable covenants;

(v) any restrictions or limitations contained in any deed conveying such property to the Association;

(vi) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area;

(vii) the right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the Bylaws or rules of the Association, after notice and a hearing pursuant to the Bylaws;

(viii) the right of the Board to permit use of any recreational facilities situated on the Common Area by person other than Owners, their families, lessees and guests upon payment of use fees established by the Board; and

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(ix) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Controlled Facilities," as more particularly described in Article III, Section 2 above.

(x) the right of the CDD to utilize the easement granted to it in this Declaration.

Any Owner may delegate his or her right of use and enjoyment in and to the Common Areas and Limited Controlled Facilities and facilities located thereon to the members of his family, tenants, guest and invitees.

Section 4. Community Systems. The Declarant shall have the right, but not the obligation, to install and provide Community Systems and to provide the services available through the Community Systems to any and all Units within the Properties. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either indirectly, through the Association and paid for as a Common Expense, or directly, by the Declarant, an affiliated entity or a third party and paid for by the recipient of the services. The Community Systems shall be the property of the Declarant (or an affiliated entity) unless transferred by the Declarant (or such affiliated entity), whereupon any proceeds of such transfer shall belong to the Declarant (or such affiliated entity), The Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other Person (including an Owner, as to any portion of the Community System located on such Owner's Unit. The Declarant's rights with respect to the Community Systems installed by the Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the Declarant without the prior written consent of the Declarant. However, the provision of the services available through the Community Systems installed by the Declarant shall be non-exclusive and the Association may permit any third party to install and provide Community Systems and the services available through such Community Systems as shall be constructed and installed by such third party in the Association's sole discretion and on such non-exclusive terms and conditions as the Association may determine; provided, however, that such other Community Systems and services shall not affect or modify the rights of the Declarant, its affiliated entities or its successors and assigns.

ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE COMMUNITY SYSTEMS SERVING THE PROPERTIES FOR A TERM WHICH EXTENDS BEYOND THE CLASS "B" CONTROL PERIOD AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH UNIT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH UNIT ELECT TO RECEIVE THE COMMUNITY SYSTEMS.

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Section 5. CDD Easement. The CDD is granted a perpetual nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Common Areas and over any portion of the Properties that is a part of Common Area or upon which a portion of the Common Areas are located, to operate, maintain, install, construct, reconstruct and repair any and all infrastructure or facilities which the CDD is authorized or permitted to operate, maintain, install, construct, reconstruct or repair, including but not limited to stormwater management, and water, wastewater and reuse facilities. Nothing herein shall create an obligation of the CDD to undertake any such operation, maintenance, installation, construction, reconstruction or repair which has not otherwise been independently assigned or consented to, or assumed by, the CDD.

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ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as provided in the next sentence, every Person, including Declarant, who is a record owner of a fee or undivided fee interest in any Unit in the Community shall be a Member of the Association, provided that any Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the Public Records of St. John's County, Florida a deed or other instrument which conveys fee title to a Unit within the Community, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is mandatory and automatic with the ownership of any Unit and is appurtenant to, runs with, and shall not be separated from, the Unit upon which membership is based.

Section 2. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

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(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Declarant. Class "A" Members shall be entitled to one (1) equal vote for each Unit owned in the Community.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member may appoint a majority of the members of the Board during the Class "B" Control Period, as specified in Article II of the Bylaws. After termination of the Class "B" Control Period, the Class "B" Member shall elsewhere in this Declaration.

The Class "B" membership shall terminate upon the earlier of:

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(i) two years after termination of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Unit owned by a Class "A" Member shall be exercised by the Voting Member representing the Neighborhood of which the Unit is a part, as provided in Article IV, Section 3 below. The Voting Member may cast all such votes as it, in its discretion, deems appropriate. In any situation in which a Member is entitled personally to exercise the vote for his or her Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

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Section 3. Neighborhoods, Voting Members and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood. Each Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of a Neighborhood Association in addition to being Members of the Association. However, a Neighborhood Association shall not be required except in the case of a condominium or as otherwise required by law. The Owners of Units within any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee to represent the interests of such Owners.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a majority of Units within the Neighborhood, the Association shall provide the requested services. The cost of such services shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article VIII.

All townhouse Units in the Community shall automatically be part of the Coastal Oaks Townhouse Neighborhood (the "Townhouse Neighborhood"). The Townhouse Neighborhood shall receive services that the detached single family Units do not receive and as such shall pay a related Neighborhood Assessment that will be attributable to such services as described in Article VIII below.

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Exhibit "D" to this Declaration, and each Supplemental Declaration filed to subject additional property, to this Declaration, shall initially assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. The Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Units in the affected Neighborhoods.

The Owner(s) of a majority of the total number of Units within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into

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two or more Neighborhoods. Such petition shall be in writing and shall include a plat of survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units to be included within the proposed Neighborhood(s). Such petition shall be granted upon the filing of all required documents with the Board unless the Board of Directors denies such application in writing within thirty (30) days of receipt. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

(b) Voting Members. The Class "A" Members within each Neighborhood shall elect one Voting Member. On all Association matters requiring a membership vote, each such Voting Member shall be entitled to cast that number of votes attributable to Units in the Neighborhood except as otherwise specified in this Declaration or the Bylaws. The Class "A" Members within each Neighborhood shall also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member.

The Voting Member(s) and alternate Voting Member(s) from each Neighborhood shall be elected on an annual basis, either by written ballot or at a meeting of the Class" A" Members within such Neighborhood, as the Board determines; provided, upon written petition of Class "A" Members holding at least 10% of the votes attributable to Units within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least 30% of the total Class "A" votes attributable to Units in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board shall call for the first election of the Voting Member(s) and alternate Voting Member(s) from a Neighborhood not later than one year after; the first conveyance of a Unit in the Neighborhood to a Person other than a Builder. Subsequent elections shall be held within thirty (30) days of the same date each year. Each Class "A" Member shall be entitled to cast one equal vote for each Unit which it owns in the Neighborhood for each position. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected. Any Owner of a Unit in the Neighborhood may submit nominations for election or declare himself a candidate in accordance with procedures which the Board shall establish.

Any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Units owned by Class "A" Members in the Neighborhood which such Voting Member represents. Until such time as the Board first calls for election of a Voting Member for a Neighborhood, the Owners within such Neighborhood may personally cast the votes attributable to their respective Units on any issue requiring a vote of the Voting Members under this Declaration, the Bylaws, or the Articles.

(c) Voting Groups. The Declarant may designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board, in order to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors,

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excluding representation of others. Following termination of the Class "B" Control Period, the number of Voting Groups within the Community shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the Bylaws. The Voting Members representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors as may be specified the Bylaws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the land records of St. Johns County, Florida, a Supplemental Declaration identifying the Units within each Voting Group. Such designation may be amended from time to time by the Declarant, acting alone, at any time prior to the expiration of the Class "B" Control Period.

After expiration of the Declarant's right to annex property pursuant to Article II hereof, the Board shall have the right to file or amend such Supplemental Declaration upon the vote of a majority of the total number of directors. Neither recordation nor amendment of such Supplemental Declaration shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this Declaration, and no consent or approval of any Person shall be required except as stated in this paragraph. Until such time as Voting Groups are established, all of the Community shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of the Community which are not assigned to a specific Voting Group shall constitute a single Voting Group.

ARTICLE V
EASEMENTS

In addition to the easements which appear on the Plat, the respective rights and obligations of the Unit owners, the Association, governing CDD, Declarant and others concerning easements affecting the Community shall include the following:

Section 1. Easements for Utilities and Community Systems. Declarant hereby reserves for the benefit of itself, its successors and assigns and the Association, perpetual non-exclusive blanket easements upon, across, above and under the Community, including through any condominium common elements located in a Neighborhood, which easements shall be for access, ingress, egress, installation, construction, repair, operation, maintenance and replacement of utility services and Community Systems for the Community or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, the Community Systems, and other services, such as trash disposal roads and walkways. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under or through any existing Unit, except as may be temporarily necessary for utility installation, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or to the Occupant of the Unit. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms

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and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant a specific license or easement to a party furnishing any such utility or service. Use of the Community for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon, and under the Community and the portions thereof designated in plats for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

Section 2. Easement for Entry. The Association shall have an easement to enter into any Unit for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board.

Section 3. Easement for Maintenance. The Association and or CDD shall have a non-exclusive and perpetual easement to enter upon, across, above and under each Unit within the Community, the Common Areas and the Limited Controlled Facilities at reasonable hours to perform its responsibilities of maintenance, inspection and repair, including, without limitation, the right to enter upon each Unit for the purpose of maintaining and landscaping the yards of all Units.

Section 4. Damages. The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.

Section 5. Easement for Collection for Stormwater Runoff and Flood Water. The Declarant reserves for itself, its successors and assigns, and the Association, the non-exclusive right and easement, but not the obligation, to enter upon any part of Community to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Association property and Common Areas; (b) construct, maintain and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or the Owner's occupant. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Community; provided, no Persons shall alter the natural drainage on any Unit so as to materially increase the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner of the affected Property. The Declarant also hereby reserves for the benefit of itself, its successors and assigns, the Association, upon, across, above and under the

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Community, a non-exclusive right and easement to enter upon any part of the Community to maintain, inspect and repair, any lakes constructed on the Community, if any. This Easement shall be along the shoreline of each lake and extending back at least 20 feet from the actual water's edge of such lakes for the purpose of maintaining the lakes. The Association shall be responsible for maintaining the lakes, the littoral areas and up to the water's edge. The cost of maintaining the lakes shall be a Common Expense of the Association.

Section 6. Encroachments. Any portion of any Unit encroaching upon any other Unit or on any other Unit or the Common Area or Limited Controlled Facility, or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Area or Limited Controlled Facility made by or with the consent of the Association, or (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Area or Limited Controlled Facility, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easement shall exist to a distance of not more than three feet as measured from any common boundary between contiguous Units and between each Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement or encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Unit Owners and their respective designees.

Section 7. Easements to Service Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access and development of the Properties. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 8. Easements for Cross-Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Unit after the development of the Community pursuant to approved permits, so as to materially increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected property.

Section 9. Lake Maintenance Easement. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for

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access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage over the entire surface water or stormwater system, including the buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE VI
THE ASSOCIATION

Section 1. Functions and Services. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Community as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Architectural Standards. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law. Among other things, the Association shall be empowered to do the following, all of the expenses for which shall be deemed Common Expenses:

(a) Adopt Community-Wide Standards of conduct, maintenance or other activity.

(b) Adopt and amend bylaws and rules and regulations;

(c) Adopt and amend budgets for revenues, expenditures and reserves;

(d) Collect assessments for Common Expenses;

(e) Maintain all lakes, conservation easements and preserved areas located within the Community in accordance with all applicable permits pertaining to said areas.

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(f) Hire and discharge employees, agents, independent contractors, managers and administrators (including the Declarant);

(g) Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;

(h) Make contracts and incur liabilities;

(i) Regulate the use, maintenance, repair, replacement and modification of the Common Area;

(j) Make additional improvements to the Common Area;

(k) Acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;

(l) Grant easements, leases, licenses and concessions through or over the Common Area, provided it has obtained the express written consent of the Declarant;

(m) Take all actions necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the Bylaws and .the Rules and Regulations;

(n) Impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;

(o) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Bylaws and Rules and Regulations of the Association;

(p) Impose reasonable charges to prepare and record Amendments to the Declaration and Notices of Lien for unpaid assessments;

(q) Purchase at its option general liability and hazard insurance for improvements and activities on the Common Area;

(r) Provide for the indemnification of its officers and maintain directors and officers liability insurance;

(s) Assign its right to future income, including the right to receive annual assessments;

(t) Exercise any other powers conferred by this Declaration, the Articles of Incorporation or the Bylaws;

(u) Exercise all powers that may be exercised in the State of Florida by similar legal entities;

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(v) Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity;

(w) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District;

(x) Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements;

(y) There shall be set aside a permanent vegative buffer ("Buffer") over that portion of the property shown on the plat. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surface (other than fence posts) are prohibited within the Buffer.

(i) Assumption of all obligations (including all monetary and reporting requirements) of Declarant under all permits for the Community, including but not limited to the permits issued by St. Johns County and the St. Johns River Water Management District;

Section 2. Obligation of the Association. The Association shall carry out the functions and services specified herein first with the proceeds from Base Assessments and then, if necessary, with the proceeds from Special Assessments, The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined in Section 1 of this Article.

Section 3. Association Actions Requiring Approval. Unless the Association receives the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast at a duly convened meeting, the Association shall not be entitled to:

(a) abandon, partition, subdivide, encumber, sell or transfer the Common Area and/or Limited Controlled Facility or any portion thereof, except that boundaries of the Common Area may be adjusted pursuant to Article III, Section 1 hereof. Any such transfer or conveyance of the Common Area by the Association shall not be made without adequate provision for the continued maintenance and operation of infrastructure improvements for which the Association is responsible. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and/or Limited Controlled Facility shall not be deemed a transfer within the meaning of this paragraph;

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(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) change, waive or abandon any scheme of regulation or enforcement of Community-Wide Standards; nor

(d) use hazard insurance proceeds for losses to any Common Area and/or Limited Controlled Facility other than for the repair or replacement of the Common Area and/or Limited Controlled Facility.

Section 4. Recycling Programs. The Board may establish a recycling program and recycling center within the Community and in such event, all occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

Section 5. Public Gardens and Environmental Programs. The Board may establish gardens within the Common Area or designate spaces within the Common Area for the establishment of gardens to promote public awareness of and participation in conservation, management and enhancement of native vegetation, soils and geology and may establish programs to promote an understanding of the natural landscape and environment.

Section 6. County Improvements. Pursuant to the zoning and permitting approval for the Community, St. Johns County required the Declarant to agree that, to the extent required by St. Johns County, the Declarant and/or the Association, shall construct certain facilities to control offsite runoff resulting from the storm water which currently flows towards Durbin Creek or Tolomato River. Specifically, the Declarant and/or Association shall be responsible for providing, in a manner consistent with the Declarant's Project Development Plans, adequate facilities and/or flowways necessary to pass through the Community boundaries, the stormwater which currently flows towards Durbin Creek or the Tolomato River. Design of the improvements shall be closely coordinated with the County's Stormwater Management Department. The Declarant hereby assigns and the Association hereby accepts all of the Declarant's rights and obligations to construct said improvements in the event the County requires same, at the Association's sole cost and expense, which cost and expense shall be a Common Expense of the Association. The offsite flow rate will be calculated by the Association's engineer and accepted by the St. Johns River Water Management District ***(SJRWMD)*** based on existing permitted projects upstream. If St. Johns County disagrees with the offsite flow estimate, the County shall provide supporting documentation to the Association's engineer and the St. Johns River Water Management District ***(SJRWMD)***. Such facilities may include, but are not limited to:

(i) Excavation of stormwater management facilities; and

(ii) Construction of culvert crossings.

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ARTICLE VII
COVENANT FOR MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area(s) of Common Responsibility, which shall include, but need not be limited to:

(a) all landscaping and other flora, parks, signage, structures, and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(b) landscaping, sidewalks, street lights and signage within public rights-of-way within or abutting the Community, and landscaping and other flora within any public utility easements and conservation easements within the Community (subject to the terms of any easement agreement relating thereto);

(c) such portions of any additional property included within any Area(s) of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and

(d) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

Moreover, the Association may, but shall not be obligated to, maintain the yard of each Unit Owner and in such event that the Association maintains the yard of each Unit Owner, the Unit Owners shall be obligated to pay the maintenance costs for same as a Neighborhood Assessment.

There are hereby reserved to the Association easements over the Community as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and equipment within the Area(s) of Common Responsibility in continuous operation, except for reasonable periods as necessary to perform required, maintenance or repairs, unless Voting Members representing 75% of the Class "A" votes and the Class "B" Member agree in writing to discontinue such operation.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain other property which it does not own, including, without limitation, publicly owned property, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Limited Controlled Facilities shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Limited Controlled Facilities are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas, lake banks, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Article VIII. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 3. Maintenance of Neighborhoods. The Association shall have the right to maintain, in its sole and absolute discretion, the landscaped areas in each Neighborhood, notwithstanding that such area is solely for the use and benefit of Owners of Units in said Neighborhood and the cost for maintaining same shall be a Neighborhood Assessment. Each Neighborhood Association shall be responsible for maintaining and repairing all buildings located within the Neighborhood of the Neighborhood Association in good condition and repair and consistent with the Community-Wide Standard. In the event that the Neighborhood Association fails to maintain and repair the buildings in good condition and repair and consistent with the Community-Wide Standard, then the Association shall have the right, but not the obligation, to maintain and repair the buildings in the Neighborhood and impose on each Unit Owner within the Neighborhood a Neighborhood Assessment for all costs and expenses incurred in maintaining or repairing the buildings in said Neighborhood.

Section 4. Neighborhood's Responsibility. Except as provided in Section 3 above, each Neighborhood Association shall be responsible for maintaining its Neighborhood in a manner consistent with the Community-Wide Standard. The Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs incurred by the Association of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without

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limitation, the costs of maintaining any signage, entry features, right-of-way and open space between the Neighborhood and adjacent public roads and private streets within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same. Any Neighborhood Association having any responsibility for maintenance of property within such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs against all Units within such Neighborhood as provided in Article VIII, Section 7.

Section 5. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. Notwithstanding anything to the contrary contained herein, the Association, and/or an Owner and/or a Neighborhood Association shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 6. Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. All Owners who make use of the party structure shall share the cost of reasonable repair and maintenance of such structure equally.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners subsequently use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

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ARTICLE VIII
ASSESSMENTS

Section 1. Creation of Assessments. The Association and or CDD is hereby authorized to levy assessments against each Unit for Association expenses as the Board may specifically authorize from time to time. There shall be five types of assessments for Association expenses and other obligations: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 5 below; and (d) Specific Assessments as described in Section 6 below. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community is deemed to covenant and agree to pay these assessments. All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Florida law), late charges, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8 below. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. In addition to the above stated fees, there are also additional fees associated with the operation and assessments of the ascendant CDD.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

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Section 2. Computation of Base Assessment. At least 90 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 4 hereof. The Base Assessment shall be levied equally against all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves and CDD monetary requirements. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 7 below on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article II, the Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 1 above), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's sole discretion. Any such subsidy and the nature thereof shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall, under no circumstances, obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least 60 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Voting Members representing at least 75% of the total Class "A" votes in the Association and 75% of the total number of Voting Members, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Computation of Neighborhood Assessments. At least 90 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration or the Bylaws, specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood.

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The Units in the Townhouse Neighborhood shall have a Neighborhood Assessment to cover the costs associated with such maintenance of the items listed below (all such items are Townhouse Neighborhood Expenses), as may be revised from time to time by the Board and as may be more specifically set forth in the budget (after the termination of the Class B membership, such items are subject to change pursuant to a majority vote of the Unit Owners in the Townhouse Neighborhood or Neighborhood Committee, if one is established):

- Back-flow preventer maintenance;
- Painting of stucco;
- Stucco maintenance (e.g. cracking);
- Roof maintenance;
- Pressure washing of the Units; and
- Landscaping, mulching, irrigation and the maintenance thereof for all property located within the Townhouse Neighborhood

> *Painting of the exterior front door to the Units, regular maintenance of the doors (including the locks), door frames, windows and window frames shall be the sole responsibility of the Owners.
>
> *All such maintenance obligations mentioned above shall be performed at such times as deemed appropriate by the Board.

Neighborhood Expenses shall be allocated equally among all Units within the benefited Neighborhood; provided, if so specified in a Supplemental Declaration applicable to such Neighborhood or if so directed by petition singed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Units in proportion to the benefit received.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least 60 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood to which the Neighborhood Assessment applies; provided, however, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least 10% of the Units in such Neighborhood, which petition must be submitted to the Board within 10 days after delivery of the notice of assessments. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year then, until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the

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number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments or Neighborhood Assessments, as appropriate, over the budget period.

(a) Initial Contributions to the Association. Upon every initial transfer of record title to a Lot after the date of recording of this Declaration, a contribution shall be made by, or on behalf of, the purchaser to the Association. Upon the initial transfer of a Lot by Declarant, the contribution shall be the amount equal to three (3) months' Common Assessments applicable to a Lot for that year. Where any Lot is sold by Declarant to a Merchant builder, Declarant may, by reference thereto in a contact for sale, deed of conveyance or separate instrument, waive the initial contribution for that Lot until resale by the Merchant Builder, at which time such amount will be due from the purchaser from the Merchant Builder. The initial contribution upon the sale of each Lot by Declarant or a Merchant Builder shall, notwithstanding anything to the contrary in this Declaration, be utilized by the Association for operations, maintenance and acquisition of personal property in the year of receipt and succeeding years until exhausted. If utilized for operations, such contribution shall be utilized solely to reduce the difference payable by Declarant, if received prior to Turnover. Declarant, its parents, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this Section. The contribution required by this section shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article. No representation or warranty is made by Declarant or the Association that, on the date of Turnover, any funds will be available as a result of such contributions.

(b) Improvement Contribution. Upon every transfer of record title to a Lot, except for the initial conveyance by Declarant or a Merchant Builder, at which time the contribution under Section 4.A is due, a contribution equal to three (3) months' Common Assessments shall be made to a segregated account for the benefit of the Association after Turnover. Subsequent to the Turnover, the accumulated contributions shall be used for repairs, renovations, or improvements to the common Area(s). To the extent the Association makes any claim against Declarant or its appointed directors for Common Area conditions, the amount within the improvement contribution account at Turnover shall be credited against any obligation of Declarant pertaining to such Common Area(s). This Section 4a &4b may not be amended without the Declarant's written consent, in its sole and absolute discretion.

Section 5. Special Assessments. In addition to other authorized assessments, the Association or ascendant CDD may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Units within any Neighborhood, if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

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Section 6. Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Community or within a Neighborhood, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Unit or occupants thereof upon request of the Owner, pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their licensees, invitees or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this subsection (b).

The Association may also levy a Specific Assessment against any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles; the Bylaws and rules; provided the Board gives the Voting Member from such Neighborhood prior written notice and an opportunity to be heard before levying any such assessment.

Section 7. Date of Commencement of Assessments; Due Dates. All annual assessments shall be payable annually, in advance. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. At the option of the Board, the payment of assessments may be changed to a more frequent basis. The due date of any Special Assessment or Specific Assessment provided for herein shall be set in the resolution authorizing such assessment.

Section 8. Liens for Assessments. Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except all taxes, bonds, assessments and other levies which by law would be superior thereto; a lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations of Section 9 hereof. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Association following foreclosure: no right to vote shall be exercised on its behalf; no assessment shall be levied on it; and each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged against such Unit had it not been acquired by the Association as a

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result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the voting rights and right to use the Common Area of a Member while such Member is in default in payment of any assessment.

Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

All payments shall be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment, special assessments and individual assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment, special assessments or individual assessments which are the subject matter of suit in the order of their coming due.

Section 9. Subordination of the Lien to First Mortgages; Mortgagees' Rights. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon a Unit prior to the recording of a notice of lien for the unpaid assessment. However, a first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Unit pursuant to a decree of foreclosure, or pursuant to a deed given in lieu of foreclosure, or any other proceeding in lieu of foreclosure. A first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days.

Section 10. Declarant's Assessments. For any assessment year, notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to either:

(a) pay Assessments on the Units owned by it, or

(b) not pay Assessments on any Units and in lieu thereof, for such assessment year, pay the Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, depreciation and amortization. The amount so determined shall then be reduced by revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, interest, fines, working capital and similar contributions made by Unit purchasers, and incidental income) and any surplus carried forward from the preceding year(s).

In computing the annual amount to be funded by the Declarant as aforesaid, revenues and expenses shall not be segregated or earmarked by type of Assessment or type of Common Area, or by Neighborhood but, instead, shall be taken as a whole.

Also, depreciation and capital asset acquisition shall not be deemed a cost or expense for purposes of this Section and Declarant shall not be deemed to have in any manner guaranteed or obligated itself as to the types or levels of any inventory of good or equipment existing at any time.

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For any assessment year, Declarant may from time to time change the option (or combination thereof) under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Units within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions, The Declarant's rights under this Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

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Section 11. Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, Specific Assessments, and Special Assessments:

(a) all Common Area;

(b) any property dedicated to and accepted by any governmental authority or public utility; included but not limited to the CDD

(c) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Unit which is subject to assessment (in which case the Unit shall not be exempted from assessment); and

(d) any property owned by a Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

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Section 12. Initial Recreation Capitalization Fee. The first purchaser of each Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay the Declarant a one-time recreation capitalization fee to reimburse Declarant for costs associated with construction of the amenities. The Declarant may waive this requirement for some Units, if the first purchaser is a Builder and the Builder becomes unconditionally obligated to collect and pay the recreation capitalization fee upon the subsequent sale of each Unit to an end purchaser. No representation or warranty is made by Declarant that, upon the expiration of the Class B Control Period, any funds will be turned over to the Association from the recreation capitalization fees paid to the Declarant.

ARTICLE IX
ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing on the behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee (the "Committee"), established by this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any lands subject to this Declaration.

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Section 1. The Architectural Review Committee. The Board of Directors shall appoint the Committee which shall consist of at least three (3), but no more than five (5) Persons, however, the Declarant retains the right to appoint all members of the Committee until one hundred percent (100%) of the Units have been developed and conveyed to purchasers in the normal course of development and sale. The Committee shall have exclusive jurisdiction over all exterior painting, original construction, modifications, additions or alterations made on or to existing Units pursuant to the Architectural Standards. Moreover, the Committee shall have the right to revise, amend and update the Architectural Standards by a majority vote of the Committee, in order to respond to future changes. Upon revising, amending or updating the Architectural Standards, the Committee shall provide notice of the changes to the Board of Directors and the Association, and the Committee will make the corresponding changes in the Architectural Standards.

Section 2. Architectural Standard. On behalf of the Board, the Committee shall prepare and promulgate design and development guidelines and review procedures entitled Architectural Standards, which shall include the payment by each Unit Owner of a review fee not to exceed $25.00. All proposed construction, modifications, additions and improvements by Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the community shall be in strict compliance with the Architectural Standards and this Article. Moreover, no painting of the exterior of a Unit by an Owner, no construction, which term shall include within its definition staking, clearing, excavation, grading and other site work, and no fencing, screening, plantings or removal of plants, trees or shrubs shall take place except in strict compliance with the Architectural Standards and this Article.

Section 3. Variances. Pursuant to the Architectural Standards, the Committee upon a majority vote of the Committee has the right to grant variances from the Architectural Standards to individual owners, builders or developers of all or any portion of the community.

Section 4. Safe Rooms. All single-family houses within the Properties have been or will be constructed with a safe-room as required by the Nocatee Development Order approved by St. Johns County pursuant to Resolution No. 2001-30, as amended. These rooms have been or will be designed and constructed to withstand a minimum wind load of 150 mph. Owners shall not modify or alter the safe-room in any way that would negate the designed function. Owners are cautioned not to rely on the protection of a safe-room if conditions could exceed the design capacity. In the threat of any major storm event, Owners should be aware of instructions from the local government including the County Emergency Management office. There may be circumstances that require all Owners to evacuate the area.

ARTICLE X
INSURANCE AND CASUALTY LOSSES

Section 1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has

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maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements and walkways which the Association is obligated to maintain. If blanket "all-risk" coverage is not generally available at reasonable cost, then the Association shall obtain fire and extended coverage, including coverage for vandalism and malicious mischief. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property. The cost of such insurance shall be a Common Expense to be allocated among all Units subject to assessment as part of the annual Base Assessment. In addition, the Association may, upon request of a Neighborhood Village, and shall, if so specified in a Supplemental Declaration applicable to the Neighborhood Village, obtain and continue in effect adequate blanket "all-risk" property insurance on all insurable improvements within such Neighborhood Village, if reasonably available. If "all-risk" property insurance is not generally available at reasonable cost, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs shall be charged to the Owners of Units within the benefited Neighborhood Village as a Neighborhood Village Assessment. All policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Village Association, if any.

The Association also shall obtain a public liability policy on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a $1,000,000.00 combined single limit as respects bodily injury and property damage, and at least a $3,000,000.00 limit per occurrence and in the aggregate.

Except as otherwise provided above with respect to property within a Neighborhood Village, premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. However, premiums for insurance on Limited Controlled Facilities may be included in the Neighborhood Village Assessment of the Neighborhood Village(s) benefited unless the Board reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Village Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Unit of such Owner or occupant, pursuant to Article VIII, Section 6.

All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as

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established by A.M. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available;

(b) be written in the name of the Association as trustee for the benefited parties, Policies on the Common Area shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood Village shall be for the benefit of the Neighborhood Village Association, if any, the Owners of Units within the Neighborhood Village, and their Mortgagees, as their interests may appear;

(c) vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees; and

(e) have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the St. Johns County, Florida, area.

The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;

(c) preclude cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Owners' policies from consideration under any "other insurance" clause; and

(e) require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment

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but, if reasonably available, shall secure coverage equal to not less than one-sixth (1/6) of the annual Base Assessments on all Units plus reserves on hand. Bonds shall contain a waiver of all defenses, based upon the exclusion of persons serving without compensation, and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Section 2. Owners Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on its Unit(s) and structures thereon, providing full replacement cost coverage less a reasonable deductible, unless either the Neighborhood Village in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, he shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Additional recorded covenants applicable to any Neighborhood Village may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within such Neighborhood Village and the standards for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Community covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Members representing at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct.

Any damage to or destruction of the common property of any Neighborhood Village Association shall be repaired or reconstructed unless the Unit Owners representing at least 75% of the total vote of the Neighborhood Village Association decide within 60 days after the damage or destruction not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension

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shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area or common property of a Neighborhood Village Association shall be repaired or reconstructed.

(c) If determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Village Association shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association or the Neighborhood Village Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood Village Association, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

Section 5. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Voting Members, levy Special Assessments against those Unit Owners responsible for the premiums for the applicable insurance coverage under Article VIII, Section 5 above.

Section 6. Master Insurance. Notwithstanding anything to the contrary contained herein, for so long as the Declarant controls the Board of Directors, the Declarant reserves the right to include the insurance obligations of the Association within a master insurance program controlled by the Declarant (or its affiliates) and upon doing so, the insurance obligations provided for under this Declaration shall be deemed satisfied.

ARTICLE XI
CONDEMNATION

Section 1. General. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least 67% of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits" A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing at least 75% of the total Class "A" votes in the Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article X, Sections 3 and 4 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII
USE RESTRICTIONS

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Section 1. Residential Use. No commercial use of a Unit which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing.

Section 2. Nuisances. No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance or is detrimental to the Community or to any other Unit within the Nocatee master planned community.

Section 3. Unlawful Use. The Association and the Owners shall comply with all applicable laws,. zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 4. Insurance. No Owner shall permit anything to be done or kept in or on his Unit or the Common Area and/or Limited Controlled Facility which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area and/or Limited Controlled Facility.

Section 5. Pets. Unit Owners shall not keep in any Unit animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats. All animals shall be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets on Common Areas must clean up after their pets. Commercial activity involving pets, including, without limitation, boarding, breeding, grooming or training is not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. Pursuant to rules and regulations, the Board may further regulate pets, including but not limited to number and type of pets.

Section 6. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Unit, Common Area and/or Limited Controlled Facility unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area and/or Limited Controlled Facility.

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Section 7. Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon or upon the Common Area, Limited Controlled Facility or any pan thereof without the prior written approval of the Committee and in accordance with the Architectural Standards. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 8. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

Section 9. Service Yards. All garbage receptacles, gas meters, air conditioning, heating, pool equipment, materials and supplies, and other equipment placed or stored outside must be concealed from view from roads and adjacent Community in accordance with the Architectural Standards. No Unit Owner may erect any structure or improvement that will deny or impede the Association's access to the Unit Owner's yard.

Section 10.Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Committee, pursuant to the Architectural Standards; provided, however, each Owner may maintain a satellite dish provided the satellite dish complies with location guidelines adopted by the Committee.

Section 11.Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

(a) Temporary structures during the period of actual construction; and

(b) Tents or other temporary structures for use during social functions.

Section 12.Water Supply and Sewerage. No septic tanks shall be permitted within the Community. No wells shall be installed, unless permitted by the Committee pursuant to the Architectural Standards and provided the Unit Owner obtains all governmental approvals.

Section 13.Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain a small gas tank for gas barbecues, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural Standards.

Section 14.Parking and Garages. Owners shall park only in their garages, in the driveways servicing their Unit, or in appropriate parking spaces designated by the Board. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway.

Section 15.Soliciting. No soliciting will be allowed at any time within the Community.

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Section 16.Trees. Pursuant to the Architectural Standards, no trees shall be cut or removed without approval of the Committee.

Section 17.Fences and Walls; Clotheslines. No fences, screens (including but not limited to pool screen cages), invisible pet fences or walls shall be erected unless in accordance with the Architectural Standards. Furthermore, Unit Owners shall not erect or maintain any clotheslines. Notwithstanding anything to the contrary contained herein pool screen cages shall only be bronze in color.

Section 18.Motor Vehicles, Trailers, Etc. Recreational vehicles, including but not limited to boats, watercrafts, boat trailers, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, commercial vehicles of any type, campers, motorized campers, motorized go-carts or any other related transportation device may only be stored outside or on any Unit a maximum of 8 hours but not over night, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Area or Limited Controlled Facility unless such areas are specifically designated for recreational parking. The Association may make reasonable rules regarding the use of mopeds and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Units on paved surfaces and shall not block sidewalks or bike paths and to the extent the Unit contains a garage, the Unit Owners must park their car(s) in the garage when not in use. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

Section 19.Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Standards.

Section 20.Lawns and Landscaping. All landscaping to be performed by an Owner with respect to the Owner's Unit must be approved by the Architectural Review Committee. Further, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street. No trash, debris or refuse pile shall be placed or remain on a Unit.

Section 21.Subdivision. No Unit shall be further subdivided except upon express written consent of the Board of Directors of the Association, and in accordance with applicable subdivision regulations.

Section 22.Conservation Areas. No person may alter the Conservation Areas, including but not limited to all wetlands and upland buffer areas, from their natural and/or permitted condition; provided, however, the Association and Declarant may remove all exotic or nuisance vegetation as permitted under the St. Johns River Water Management District ***(SJRWMD)*** permit pertaining to the Community, or restore any Conservation Area as set forth in any restoration plan contained in a conservation easement created for the Conservation Areas.

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Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine.

Section 23. Leases. In order to maintain a community of congenial Owners who are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provision, which provision each Unit Owner covenants to observe: (i) no Owner may lease his or her residence for a period less than month without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion; (ii) the Unit Owner must first submit to the Board a copy of the fully executed lease for its approval, to determine whether the term is correct; (iii) the lease must specifically state that the tenant lets the Unit subject to the terms and conditions of this Declaration and if the Unit Owner fails to pay the Assessments required hereunder, the Association may collect from the tenant the outstanding Assessments, provided the amount of the Assessments does not exceed the rental amount for the Unit.

Section 24. Boating. The Unit Owners shall not operate or use any boats on any of the lakes located in the Community.

Section 25. Fishing. Unit Owners may only fish along the shoreline and bank located adjacent to the Unit Owner's Unit.

Section 26. Window Treatments. All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

Section 27. Garage. All garage doors must be closed when not in use. No Unit Owner may convert his or her garage to living space, an office or workshop.

ARTICLE XIII
DECLARANT'S RIGHTS

(a) Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing Units and related amenities on the Lots and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Community as a community. As used in this, Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

(i) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the

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Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Community may be modified by the Declarant at any time and from time to time, without notice); or

(ii) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Community as a Community and disposing of the same by sale, lease or otherwise; or

(iii) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within The Community and of disposing of Lots therein by sale, lease or otherwise; or

(iv) Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of The Community.

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property in The Community; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Units, and sales offices and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of St. Johns County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

The Declarant expressly reserves the right to retain one or more Units in the Community as a guest house(s), to be used and enjoyed by the Declarant, its affiliates, employees, invitees and licensees for any lawful purpose.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of The Community may occur over an extended period of time

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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

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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

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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 party 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.Mortgagee 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 mayor 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.

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(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.

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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.

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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:

Name: Michael B. [illegible]

Name: Kenneth J. [illegible]

"Declarant"

Toll Jacksonville Limited Partnership, a Florida limited partnership

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

By:
Print Name: [illegible]
Print Title: Assistant Vice President

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STATE OF Pennsylvania
COUNTY OF Montg)

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 Settefrati
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

COMMONWEALTH OF PENNSYLVANIA
Sophia ... Public
Horsham ... County
My Commission ... 2008
Member, Pennsylvania Association of Notaries

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EXHIBIT "A"

Legal Description of the Properties

EXHIBIT "A"
THE PROPERTY

COPY

Revised October 12, 2005
September 15, 2005
Nocatee – Page 1 of 5

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.

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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 428.30 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, 64.69 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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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 77° 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° 57' 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 30° 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,

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

COPY

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' 06" 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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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,

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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 1
SHEET 1 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.

CAPTION

Parcel A

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, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East; thence [illegible] *to the Point of Beginning.*

From said Point of Beginning, thence [illegible]

CAPTION (CONTINUED)

[illegible] *to the Point of Beginning.*

Containing [illegible] *acres, more or less.*

Together with Parcel B

A portion of Section 8, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30, said Township 5 South, Range 29 East; [illegible] *to the Point of Beginning.*

From said Point of Beginning, thence continue [illegible] *to the Point of Beginning.*

Containing 8.84 acres, more or less.

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

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MAP BOOK 60 PAGE 2
SHEET 2 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.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL HEREAFTER BE KNOWN AS COASTAL OAKS AT NOCATEE – PHASE 1, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. ALL RIGHTS OF WAY, ALLEYS, DRIVES, COURTS, WAYS, AVENUES, ROADS, CIRCLES, AND TRACTS A, B, C, D, E, F, G, AND H (STORMWATER MANAGEMENT FACILITIES), TRACTS I, J, K, L, M, N, O, P, Q AND R (OPEN SPACE – CONSERVATION), TRACTS S, T, U, V, W AND X (OPEN SPACE – PARKS), TRACTS Y AND Z (LANDSCAPE), AND TRACT DD (TELECOMMUNICATIONS TRACT), TOGETHER WITH ALL UNOBSTRUCTED DRAINAGE EASEMENTS, DRAINAGE EASEMENTS, DRAINAGE ACCESS AND MAINTENANCE EASEMENTS, NON-ACCESS EASEMENTS, SIGN EASEMENTS, AND SIDEWALK EASEMENTS SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS.

THE UNDERSIGNED LAWFUL OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES AND SHALL HAVE SOLE AND ABSOLUTE RIGHT AT ANY TIME WITH THE CONSENT OF ST. JOHNS COUNTY TO DEDICATE TO THE PUBLIC ALL OR PARTS OF THE LAND ON THE PLAT DESCRIBED AS ROADWAYS AND OR EASEMENTS.

THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND ITS SUCCESSORS AND ASSIGNS, GUESTS, INVITEES, DOMESTIC HELP, DELIVERY, PICKUP AND FIRE PROTECTION SERVICE PROVIDERS, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIVES OF THE UTILITIES AND TELECOMMUNICATION COMPANIES AUTHORIZED BY SAID OWNER IN WRITING TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS AND MAINTENANCE OVER AND ACROSS PRIVATE ROADWAYS SHOWN ON THIS PLAT. THE OWNER, ITS SUCCESSORS AND ASSIGNS, RESERVES AND SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS TO ANY PERSON WHO MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LANDS SHOWN HEREON.

TRACTS AA, BB AND CC (LIFT STATION) AND THOSE EASEMENTS DESIGNATED AS "JEA-UE", ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS.

UTILITY EASEMENTS SHOWN ON THIS PLAT SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN THE MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE CURRENT FLORIDA STATUTES. HOWEVER, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT, SHALL HAVE THE BENEFIT OF SAID EASEMENTS.

THOSE EASEMENTS DESIGNATED AS "ELECTRIC EASEMENTS" ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO FLORIDA POWER AND LIGHT, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONNECTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.

OWNER: ALL JACKSONVILLE LIMITED PARTNERSHIP

BY: ______________________
BRUCE A. LINGERFELT
DIVISION PRESIDENT

______________________ Craig J. Hughes
WITNESS WITNESS

STATE OF FLORIDA, COUNTY OF St. Johns

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF October A.D. 2006, BY Bruce Lingerfelt ON BEHALF OF SAID COMPANY, AND WHO IS PERSONALLY KNOWN TO THE UNDERSIGNED AND DID NOT TAKE AN OATH OR PRODUCE IDENTIFICATION.

MY COMMISSION EXPIRES 1/8/09

COMMISSION NUMBER DD375516

Jay A. Rupp
My Commission [illegible]
Expires [illegible]

Jay A. Rupp
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
NAME Jay A. Rupp

CERTIFICATE OF APPROVAL–PLANNING AND ZONING DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT OF COASTAL OAKS AT NOCATEE – PHASE 1, HAS BEEN EXAMINED AND APPROVED BY THE COUNTY PLANNING AND ZONING DEPARTMENT FOR ST. JOHNS COUNTY, FLORIDA, ON THIS 1 DAY OF November A.D. 2006

____
Director of Planning and Zoning

CERTIFICATE OF APPROVAL AND ACCEPTANCE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THIS PLAT OF COASTAL OAKS AT NOCATEE – PHASE 1, HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ON THIS 21st DAY OF [illegible] A.D. 2006. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

____
Chairman, Board of County Commissioners

CERTIFICATE OF APPROVAL–COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT OF COASTAL OAKS AT NOCATEE – PHASE 1, HAS BEEN EXAMINED AND APPROVED BY THE OFFICE OF THE ST. JOHNS COUNTY ATTORNEY ON THIS 22 DAY OF [illegible] A.D. 2006

____
Office of the County Attorney

CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK 60, PAGES 1-22 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 13 DAY OF November A.D. 2006

____
Clerk of the Circuit Court

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART I, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR FOR ST. JOHNS COUNTY, FLORIDA, ON THIS [illegible] DAY OF [illegible] A.D. 2006

Gail Oliver
Gail Oliver, P.S.M., County Surveyor
Professional Land Surveyor and Mapper
License Number [illegible]

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, CURRENT FLORIDA STATUTES.

SIGNED AND SEALED THIS 18th DAY OF October A.D. 2006

____
JOSEPH LESLIE REYNOLDS, II
Professional Surveyor and Mapper, Florida Certificate No. [illegible]
ROBERT M. ANGAS ASSOCIATES, INC.
14775 St. Augustine Road
Jacksonville, Florida, 32258
Certificate of Authorization Number LB 3624

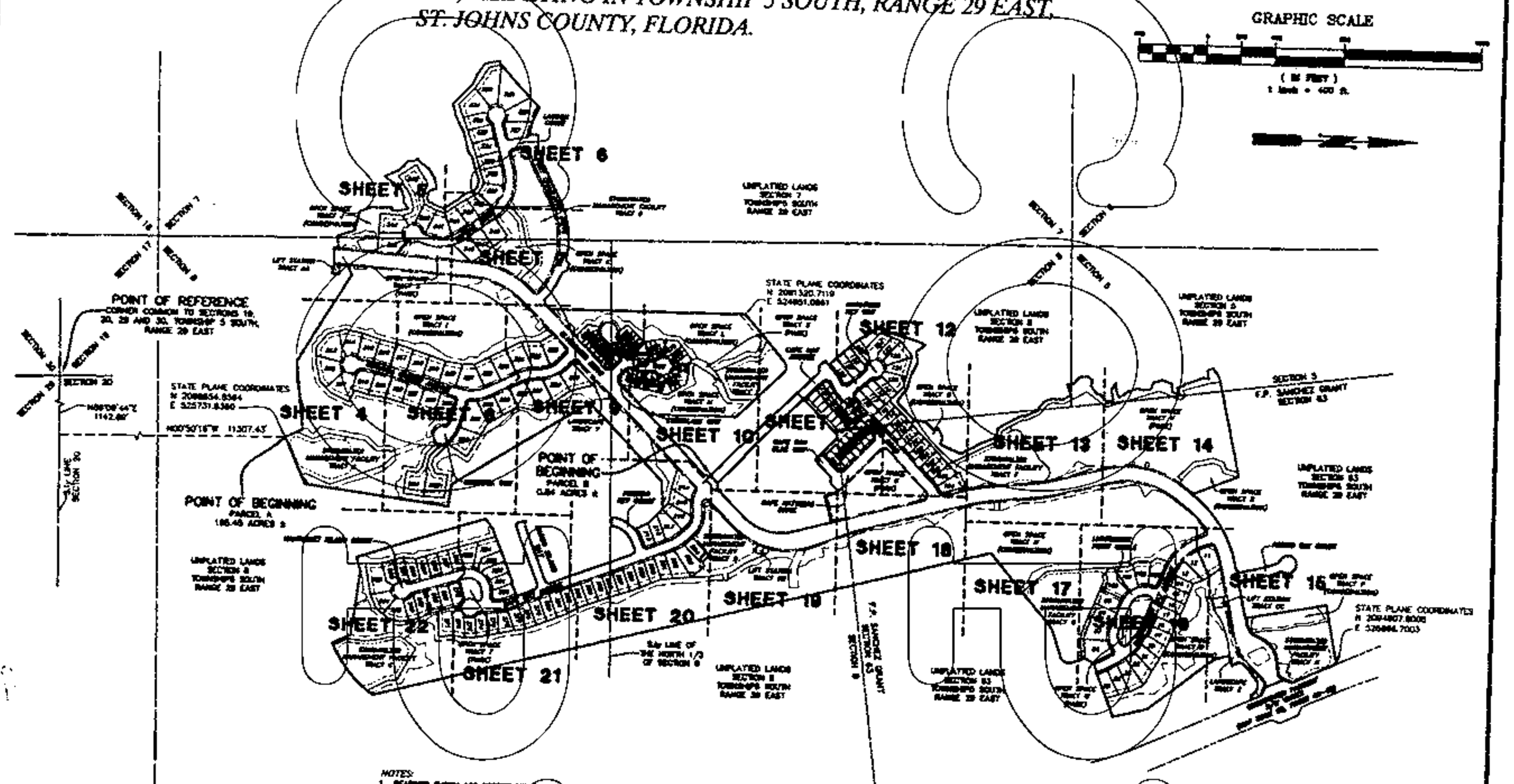
PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

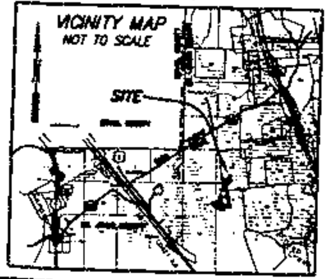
COPY

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.

MAP BOOK 60 PAGE 3
SHEET 3 OF 22 SHEETS


GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10
SHEET 11
SHEET 12
SHEET 13
SHEET 14
SHEET 15
SHEET 16
SHEET 17
SHEET 18
SHEET 19
SHEET 20
SHEET 21
SHEET 22
SECTION 18
SECTION 7
SECTION 17
SECTION 8
SECTION 30
SECTION 19
SECTION 29
SECTION 20
SECTION 5
SECTION 63
POINT OF REFERENCE
CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, TOWNSHIP 5 SOUTH, RANGE 29 EAST
N89°08'44"E
1142.60'
N00°50'18"W 11307.43'
STATE PLANE COORDINATES
N 2088854.8384
E 325731.8360
POINT OF BEGINNING
PARCEL A
186.46 ACRES ±
POINT OF BEGINNING
PARCEL B
0.84 ACRES ±
STATE PLANE COORDINATES
N 2091320.7119
E 324851.0861
STATE PLANE COORDINATES
N 2094807.8005
E 326886.7003
UNPLATTED LANDS
SECTION 7
TOWNSHIP 5 SOUTH
RANGE 29 EAST
UNPLATTED LANDS
SECTION 8
TOWNSHIP 5 SOUTH
RANGE 29 EAST
UNPLATTED LANDS
SECTION 5
TOWNSHIP 5 SOUTH
RANGE 29 EAST
UNPLATTED LANDS
SECTION 63
TOWNSHIP 5 SOUTH
RANGE 29 EAST
SECTION 5
F.P. SANCHEZ GRANT
SECTION 63
F.P. SANCHEZ GRANT
SECTION 63
SECTION 8
S'ly LINE OF SECTION 30
S'ly LINE OF THE NORTH 1/2 OF SECTION 8
LIFT STATION
OPEN SPACE


VICINITY MAP
NOT TO SCALE
SITE

NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE STATE PLANE COORDINATES AS INDICATED HEREON AND ARE BASED ON THE SOUTHERLY LINE OF SECTION 30 AS BEING NORTH 89° 08' 44" EAST.

2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3. COORDINATES BASED ON GPS OBSERVATION OF STATION "[illegible] 2" AND STATION "ELLZEY", NATIONAL GEODETIC SURVEY 1991 ADJUSTMENT.
STATION "[illegible] 2" COORDINATES N [illegible] E [illegible]
STATION "ELLZEY" COORDINATES N [illegible] E [illegible]
COORDINATE DATUM: STATE PLANE IN U.S. SURVEY FEET (FLORIDA EAST ZONE 901, N.A.D. 1983/1990.)

4. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE, AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY OR OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT, AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA, TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF WORK. THE WETLANDS JURISDICTIONAL LINE MAY BE SUPERSEDED AND REVISED FROM TIME TO TIME BY APPROPRIATE GOVERNMENT AGENCIES.

5. JURISDICTIONAL WETLAND LINES DEPICTED HEREON AS FLAGGED BY ENVIRONMENTAL SERVICES, INC. AND AS FIELD LOCATED BY ROBERT M. ANGAS ASSOCIATES, INC., DATED OCTOBER 31, [illegible], REVISED NOVEMBER 16, 2004, FILE NUMBER [illegible].

6. CERTAIN EASEMENTS ARE RESERVED FOR FLORIDA POWER AND LIGHT FOR USE IN CONNECTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

LEGEND

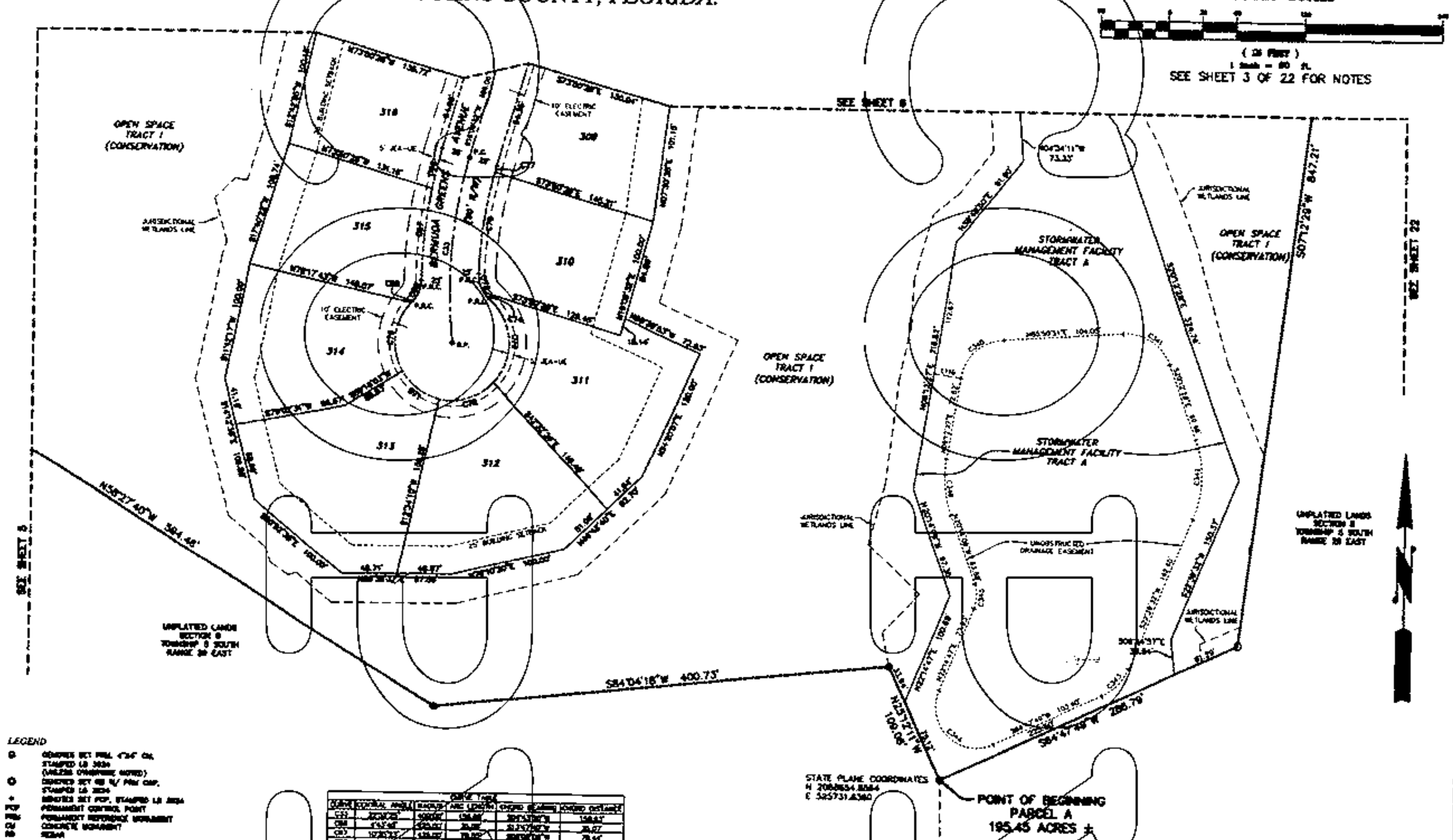
■	DENOTES SET PRM, 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
•	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
[illegible]	REBAR
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

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

MAP BOOK 60 PAGE 4
SHEET 4 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
SEE SHEET 6
SEE SHEET 22
SEE SHEET 5
OPEN SPACE TRACT 1 (CONSERVATION)
JURISDICTIONAL WETLANDS LINE
STORMWATER MANAGEMENT FACILITY TRACT A
UNOBSTRUCTED DRAINAGE EASEMENT
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
308
309
310
311
312
313
314
315
316
BERMUDA GREENE AVENUE
10' ELECTRIC EASEMENT
5' JEA-UE
25' BUILDING SETBACK
R.P.
P.R.C.
S07°12'29"W 847.21'
S84°04'18"W 400.73'
N58°27'40"W 394.46'
N25°12'11"W 109.06'
S84°47'49"W 286.79'
N00°30'18"W 11302.43'
STATE PLANE COORDINATES
N 2088654.8884
E 525731.6360
POINT OF BEGINNING
PARCEL A
195.45 ACRES ±
SEE SHEET 3 FOR POINT OF REFERENCE

LEGEND

●	DENOTES SET PERM. 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
◆	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
RB	REBAR
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C33	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C66	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C67	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C68	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C69	[illegible]	50.00'	1.57'	[illegible]	1.57'
C70	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C71	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C72	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C73	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C74	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C75	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C76	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C77	[illegible]	[illegible]	3.85'	[illegible]	3.85'
C340	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C341	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C342	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C343	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C344	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C345	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C346	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE

LINE	BEARING	LENGTH
L116	[illegible]	[illegible]

PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. LB 3624

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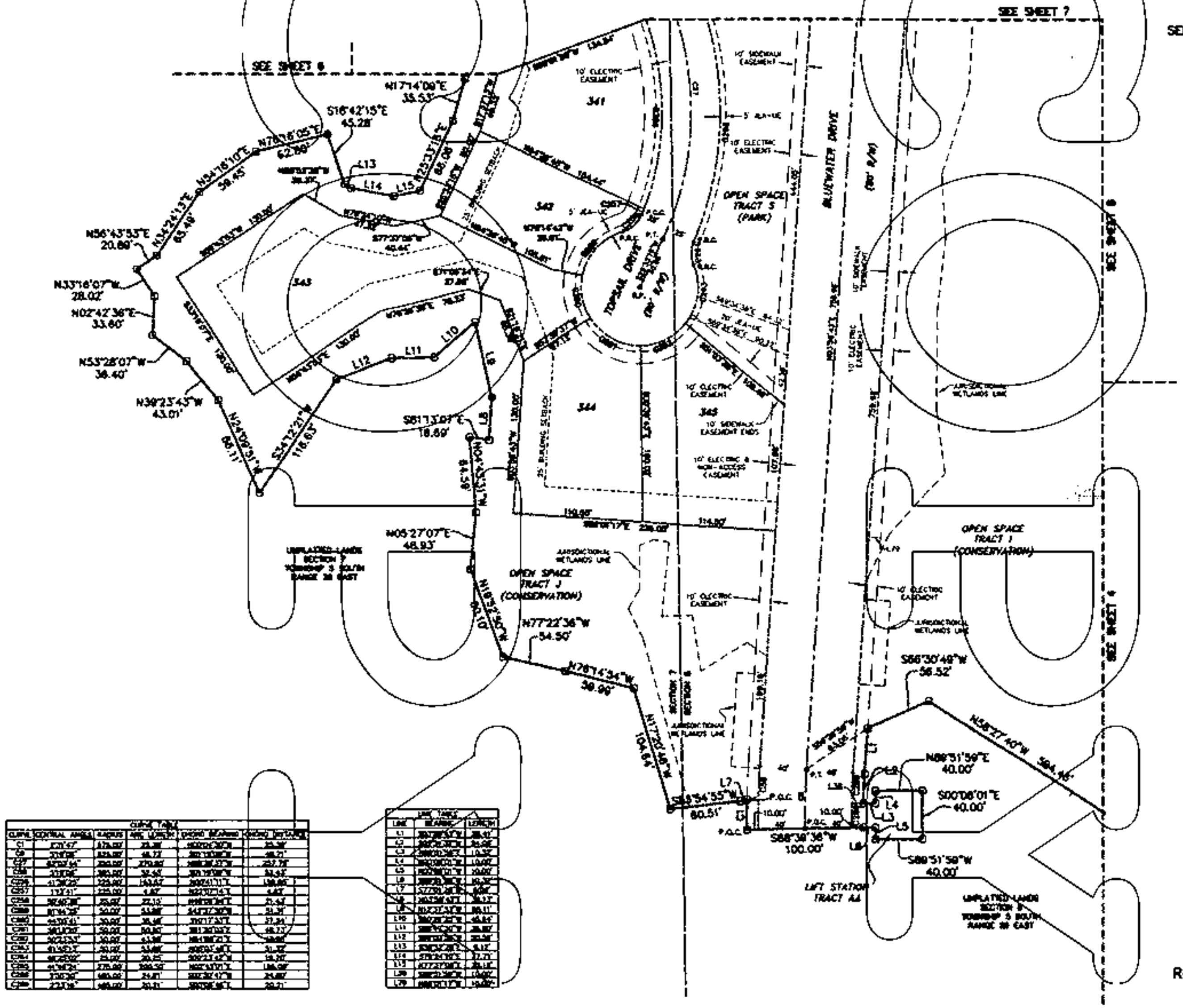
MAP BOOK 60 PAGE 5
SHEET 5 OF 22 SHEETS

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 = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES


SEE SHEET 8
SEE SHEET 7
SEE SHEET 6
SEE SHEET 4
N17°14'09"E 35.53'
S16°42'15"E 45.28'
N78°16'05"E 62.86'
N54°16'10"E 58.45'
N34°24'13"E 63.49'
N56°43'53"E 20.89'
N33°16'07"W 28.02'
N02°42'36"E 33.60'
N53°28'07"W 36.40'
N39°23'43"W 43.01'
N24°09'31"E 86.11'
S34°12'21"E 116.63'
S81°13'07"E 18.69'
N04°43'31"W 84.59'
N05°27'07"E 48.93'
N18°52'50"W 60.10'
N77°22'36"W 54.50'
N76°14'34"W 39.99'
N17°20'46"W 104.64'
S83°54'55"W 60.51'
S88°38'36"W 100.00'
S86°30'49"W 56.52'
N58°27'40"W 594.46'
N88°51'59"E 40.00'
S00°08'01"E 40.00'
S89°51'59"W 40.00'
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
341
342
343
344
345
TOPSAIL DRIVE
(50' R/W)
BLUEWATER DRIVE
(80' R/W)
OPEN SPACE TRACT 5 (PARK)
OPEN SPACE TRACT J (CONSERVATION)
OPEN SPACE TRACT I (CONSERVATION)
LIFT STATION TRACT AA
UNPLATTED LANDS SECTION 7 TOWNSHIP 5 SOUTH RANGE 29 EAST
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
SECTION 7
SECTION 8
10' ELECTRIC EASEMENT
10' SIDEWALK EASEMENT
10' SIDEWALK EASEMENT ENDS
10' ELECTRIC & NON-ACCESS EASEMENT
5' JEA-UE
25' BUILDING SETBACK
JURISDICTIONAL WETLANDS LINE
P.O.C.
P.O.B.
P.C.
P.T.
P.R.C.
10.00'
C1
C9
C27
C56
C57
C58
C59
C60
C61
C62
C63
C64
C65
C66

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C27	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C57	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]
L8	[illegible]	[illegible]
L9	[illegible]	[illegible]
L10	[illegible]	[illegible]
L11	[illegible]	[illegible]
L12	[illegible]	[illegible]
L13	[illegible]	[illegible]
L14	[illegible]	[illegible]
L15	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

LEGEND

⊡	DENOTES SET PRM, 4"X4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
◆	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
RB	REBAR
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

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CERTIFICATE OF AUTHORIZATION NO. LB 3624

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MAP BOOK 60 PAGE 6
SHEET 6 OF 22 SHEETS

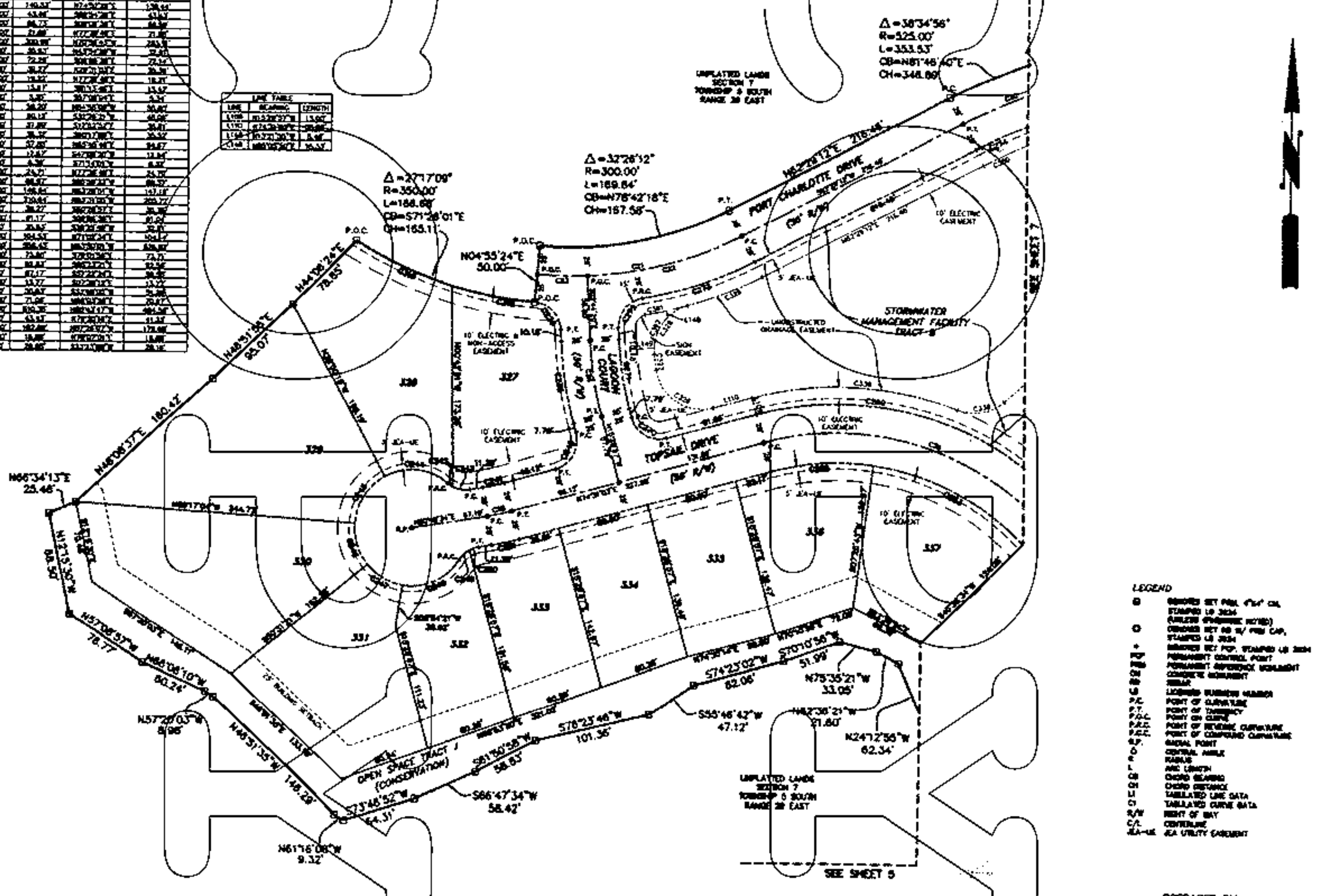
COASTAL OAKS AT NOCATEE ~ PHASE 1

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 = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C20	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
C21	[illegible]	325.00'	[illegible]	[illegible]	[illegible]
C22	[illegible]	325.00'	140.37'	[illegible]	[illegible]
C23	[illegible]	325.00'	[illegible]	[illegible]	[illegible]
C24	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
C25	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C26	[illegible]	220.00'	[illegible]	[illegible]	[illegible]
C238	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C239	[illegible]	325.00'	[illegible]	[illegible]	[illegible]
C240	90°00'00"	25.00'	39.27'	[illegible]	35.36'
C241	[illegible]	175.00'	[illegible]	[illegible]	[illegible]
C242	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C243	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C244	[illegible]	30.00'	[illegible]	[illegible]	[illegible]
C245	[illegible]	30.00'	[illegible]	[illegible]	[illegible]
C246	[illegible]	30.00'	[illegible]	[illegible]	[illegible]
C247	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C248	[illegible]	30.00'	[illegible]	[illegible]	[illegible]
C249	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C250	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	225.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	225.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	225.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	275.00'	[illegible]	[illegible]	[illegible]
C270	[illegible]	30.00'	[illegible]	[illegible]	[illegible]
C271	[illegible]	[illegible]	61.17'	[illegible]	[illegible]
C272	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C273	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C274	[illegible]	475.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	40.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	40.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	40.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	40.00'	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
[illegible]	[illegible]	15.00'
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]


Δ=38°34'56"
R=525.00'
L=353.53'
CB=N81°46'40"E
CH=346.89'
UNPLATTED LANDS SECTION 7 TOWNSHIP 5 SOUTH RANGE 29 EAST
Δ=32°28'12"
R=300.00'
L=169.84'
CB=N78°42'18"E
CH=167.58'
Δ=27°17'09"
R=350.00'
L=166.68'
CB=S71°28'01"E
CH=165.11'
P.O.C.
N04°55'24"E
50.00'
PORT CHARLOTTE DRIVE
(50' R/W)
LAGOON COURT
(50' R/W)
TOPSAIL DRIVE
(50' R/W)
10' ELECTRIC EASEMENT
10' ELECTRIC & NON-ACCESS EASEMENT
5' JEA-UE
STORMWATER MANAGEMENT FACILITY TRACT "B"
UNOBSTRUCTED DRAINAGE EASEMENT
SIGN EASEMENT
SEE SHEET 7
SEE SHEET 5
N44°08'24"E
78.85'
N48°51'58"E
93.07'
N48°08'37"E
180.42'
N66°34'13"E
25.46'
N12°15'30"W
88.50'
N57°06'57"W
78.77'
N66°08'10"W
80.24'
N57°20'03"W
8.96'
N48°31'35"W
146.28'
N61°16'06"W
9.32'
S73°46'52"W
64.31'
S66°47'34"W
58.42'
S81°50'58"W
58.83'
S78°23'46"W
101.36'
S55°46'42"W
47.12'
S74°23'02"W
62.06'
S70°10'56"W
51.99'
N75°35'21"W
33.05'
N42°36'21"W
21.60'
N24°12'55"W
62.34'
OPEN SPACE TRACT "I" (CONSERVATION)
25' BUILDING SETBACK
UNPLATTED LANDS SECTION 7 TOWNSHIP 5 SOUTH RANGE 29 EAST
326
327
328
329
330
331
332
333
334
335
336
337
P.C.
P.T.
P.R.C.
P.C.C.
R.P.

LEGEND	
●	DENOTES SET PRM 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
✦	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
RB	REBAR
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

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CERTIFICATE OF AUTHORIZATION NO. LB 3624

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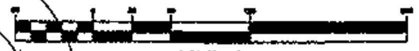
COASTAL OAKS AT NOCATEE ~ PHASE 1

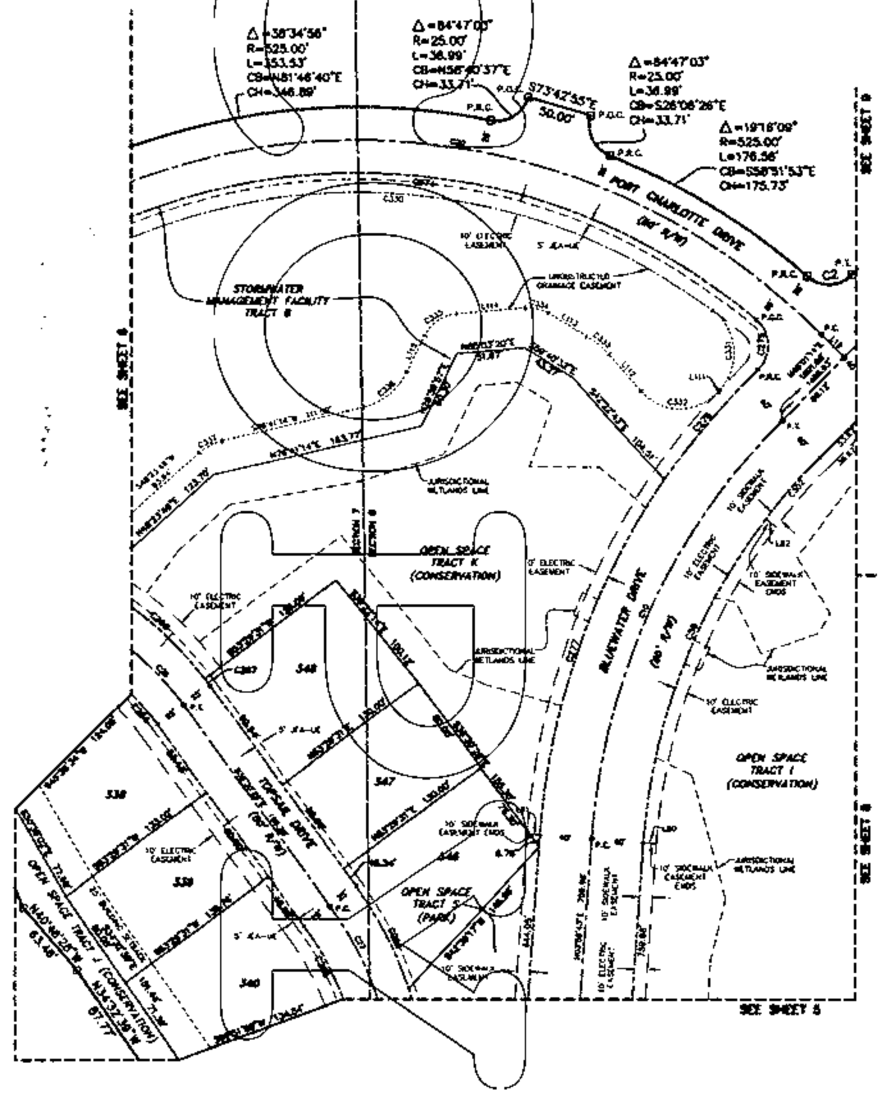
A PORTION OF SECTIONS 5, 7 AND 8, TOGETHER WITH A PORTION OF SECTION 63
OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 60 PAGE 7
SHEET 7 OF 22 SHEETS

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES


Δ=38°34'56"
R=525.00'
L=353.53'
CB=N81°46'40"E
CH=346.89'
Δ=84°47'03"
R=25.00'
L=36.99'
CB=N58°40'37"E
CH=33.71'
S73°42'55"E
30.00'
P.R.C.
P.O.C.
Δ=84°47'03"
R=25.00'
L=36.99'
CB=S26°08'26"E
CH=33.71'
Δ=19°16'09"
R=525.00'
L=176.56'
CB=S58°51'53"E
CH=175.73'
N PORT CHARLOTTE DRIVE
(60' R/W)
P.R.C.
C2
P.T.
P.C.
BLUEWATER DRIVE
(60' R/W)
TOPSAIL DRIVE
(60' R/W)
STORMWATER
MANAGEMENT FACILITY
TRACT B
UNOBSTRUCTED
DRAINAGE EASEMENT
10' ELECTRIC
EASEMENT
5' JEA-UE
JURISDICTIONAL
WETLANDS LINE
OPEN SPACE
TRACT K
(CONSERVATION)
OPEN SPACE
TRACT I
(CONSERVATION)
OPEN SPACE
TRACT S
(PARK)
OPEN SPACE TRACT J (CONSERVATION)
10' SIDEWALK
EASEMENT
(HOA)
25' BUILDING SETBACK
348
347
346
338
339
340
SECTION 7
SECTION 8
N40°46'25"W
63.48'
N34°37'38"W
67.77'
SEE SHEET 6
SEE SHEET 8
SEE SHEET 8
SEE SHEET 5

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
L81	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
L114	[illegible]	[illegible]
L115	[illegible]	[illegible]

LEGEND

●	DENOTES SET PRM 4"X4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET [illegible] W/ PRM CAP. STAMPED LB 3624
+	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
[illegible]	[illegible]
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

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COPY

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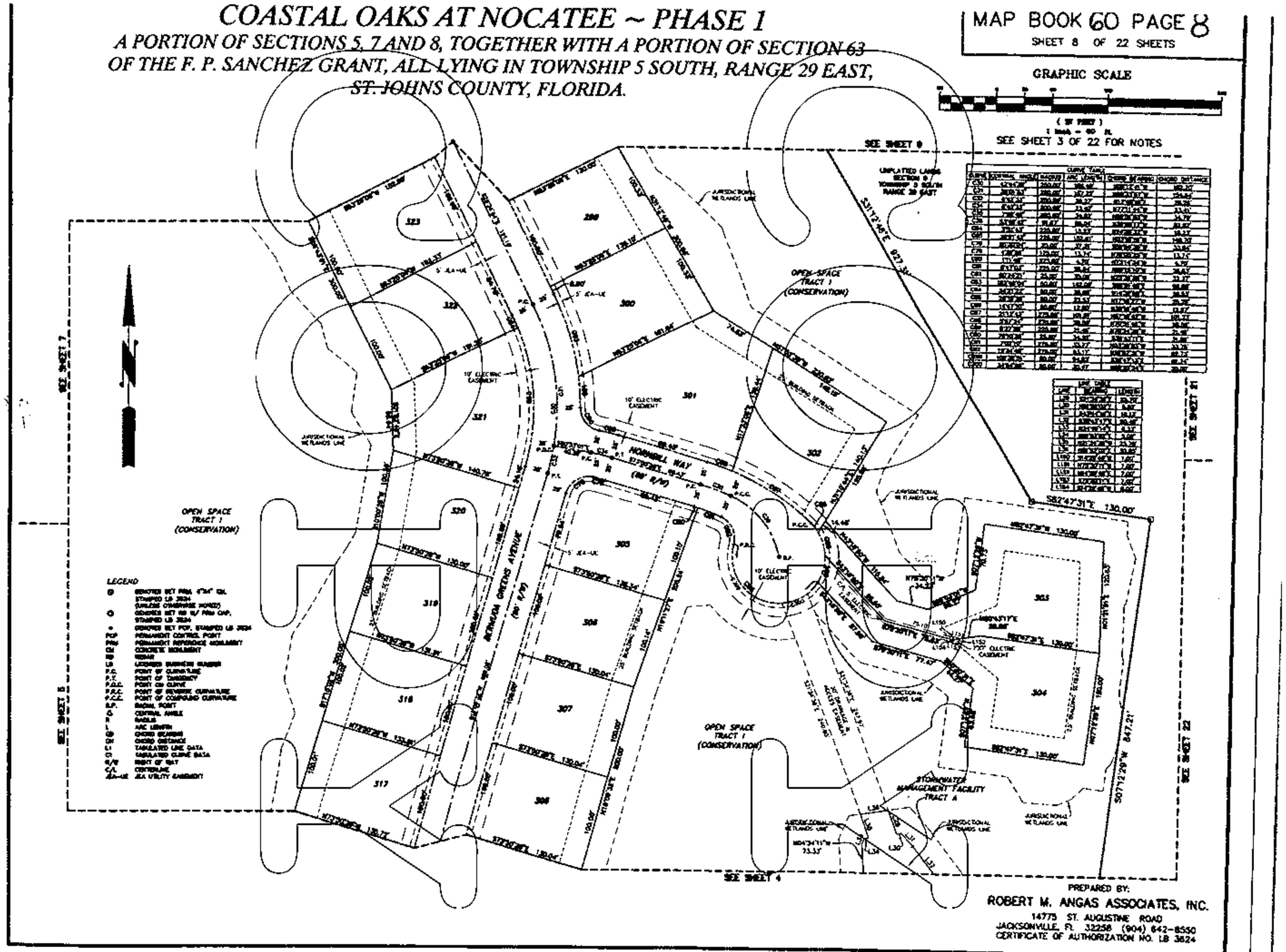
COASTAL OAKS AT NOCATEE ~ PHASE 1

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.

MAP BOOK 60 PAGE 8
SHEET 8 OF 22 SHEETS

SEE SHEET 3 OF 22 FOR NOTES


GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SEE SHEET 9
SEE SHEET 21
SEE SHEET 22
SEE SHEET 4
SEE SHEET 5
SEE SHEET 7
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
S31°12'46"E 927.34'
S82°47'31"E 130.00'
S07°12'29"W 847.21'
CURVE TABLE
LINE TABLE
OPEN SPACE TRACT 1 (CONSERVATION)
OPEN SPACE TRACT 1 (CONSERVATION)
OPEN SPACE TRACT 1 (CONSERVATION)
STORMWATER MANAGEMENT FACILITY TRACT A
HORNBILL WAY
(50' R/W)
BERMUDA GREENS AVENUE
(60' R/W)
JURISDICTIONAL WETLANDS LINE
10' ELECTRIC EASEMENT
5' JEA-UE
25' BUILDING SETBACK
20' DRAINAGE & ACCESS EASEMENT
299
300
301
302
303
304
305
306
307
308
317
318
319
320
321
322
323
LEGEND
DENOTES SET PRM 4"x4" CM STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
DENOTES SET PCP, STAMPED LB 3624
PCP PERMANENT CONTROL POINT
PRM PERMANENT REFERENCE MONUMENT
CM CONCRETE MONUMENT
IR REBAR
LB LICENSED BUSINESS NUMBER
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.O.C. POINT ON CURVE
P.R.C. POINT OF REVERSE CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE
R.P. RADIAL POINT
Δ CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD DISTANCE
L1 TABULATED LINE DATA
C1 TABULATED CURVE DATA
R/W RIGHT OF WAY
C/L CENTERLINE
JEA-UE JEA UTILITY EASEMENT

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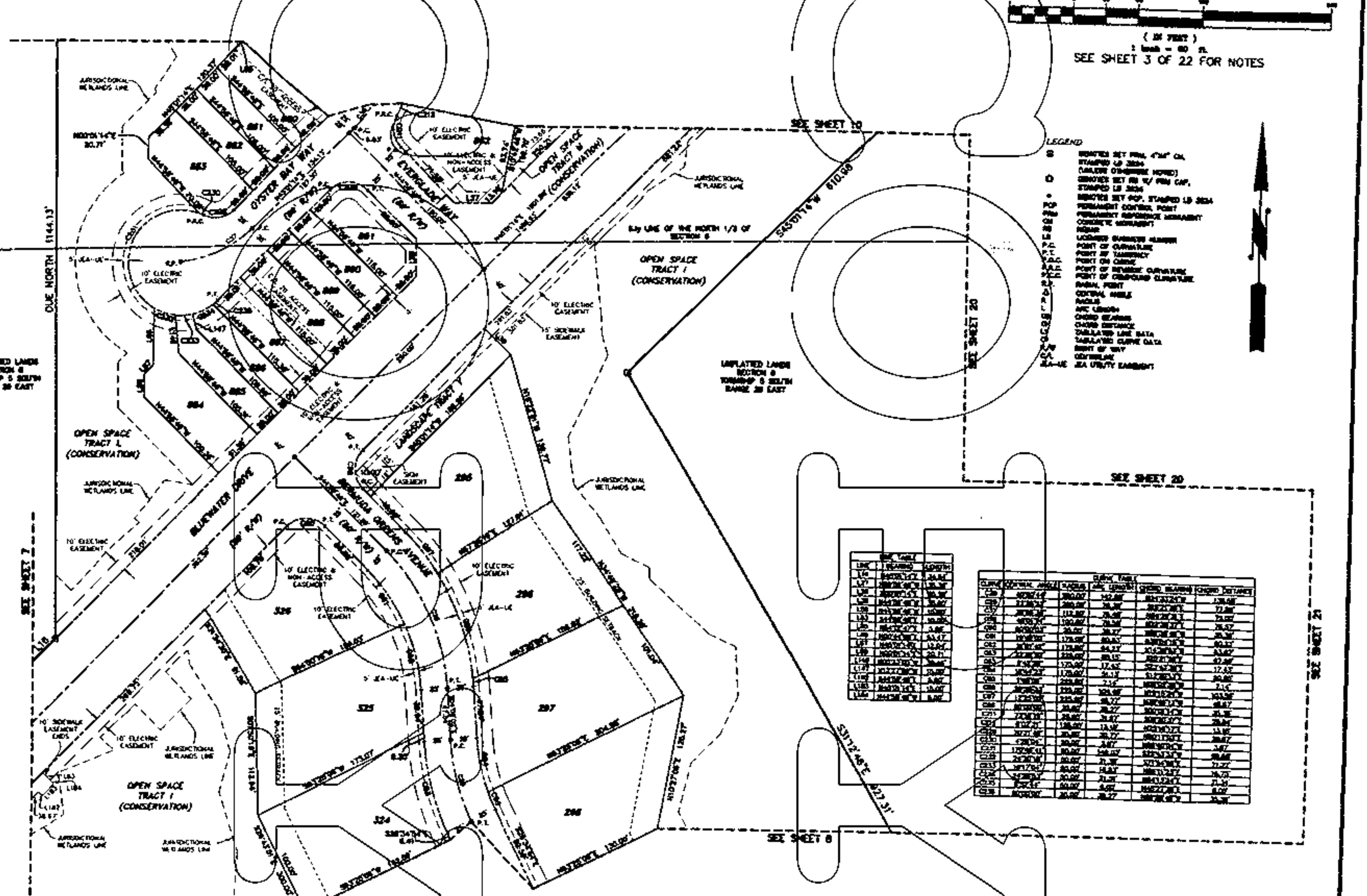
COASTAL OAKS AT NOCATEE ~ PHASE 1

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.

MAP BOOK 60 PAGE 9
SHEET 9 OF 22 SHEETS


GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES
LEGEND
SEE SHEET 10
SEE SHEET 20
SEE SHEET 21
SEE SHEET 8
SEE SHEET 7
OYSTER BAY WAY
EVERGLADE WAY
BLUEWATER DRIVE
BERMUDA GREENS AVENUE
LANDSCAPE TRACT
OPEN SPACE TRACT I (CONSERVATION)
OPEN SPACE TRACT L (CONSERVATION)
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
JURISDICTIONAL WETLANDS LINE
10' ELECTRIC EASEMENT
15' SIDEWALK EASEMENT
SIGN EASEMENT
N.ly LINE OF THE NORTH 1/3 OF SECTION 8
DUE NORTH 1144.13'
S40°01'14"W 810.98'
S31°12'45"E 827.31'
N00°01'14"E 30.71'
N14°23'24"E 136.77'
296
297
298
324
325
326
860
861
862
863
864
865
866
867
868
869

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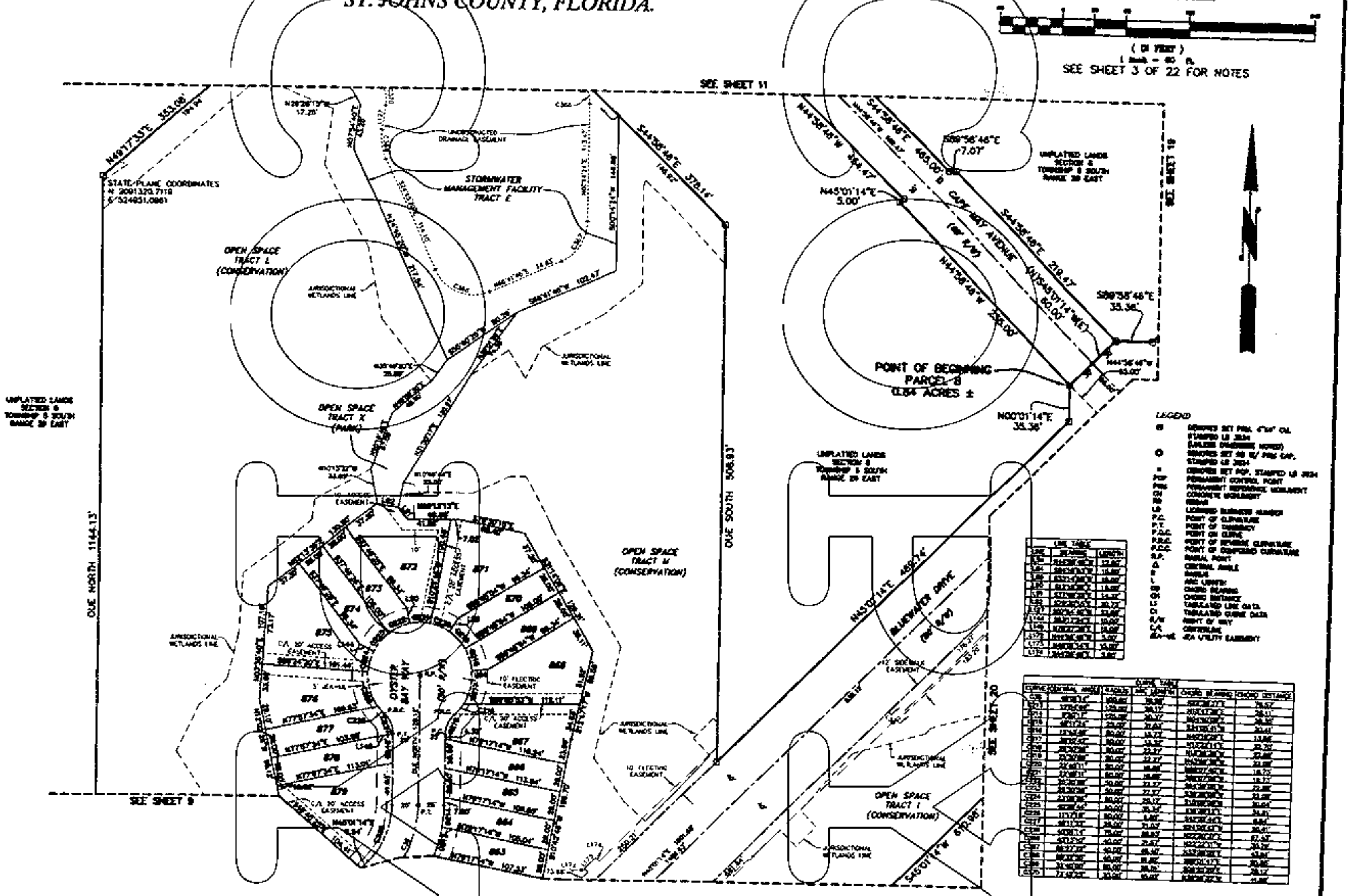
MAP BOOK 60 PAGE 10
SHEET 10 OF 22 SHEETS

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 = 40 ft.
SEE SHEET 3 OF 22 FOR NOTES
SEE SHEET 11
SEE SHEET 19
SEE SHEET 20
SEE SHEET 9
N49°17'33"E 353.08'
N28°28'13"E 17.20'
STATE/PLANE COORDINATES
N 2081320.7110
E 524651.0861
STORMWATER MANAGEMENT FACILITY TRACT E
UNOBSTRUCTED DRAINAGE EASEMENT
S44°58'46"E 378.14'
OPEN SPACE TRACT L (CONSERVATION)
OPEN SPACE TRACT X (PARK)
OPEN SPACE TRACT M (CONSERVATION)
OPEN SPACE TRACT I (CONSERVATION)
JURISDICTIONAL WETLANDS LINE
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
DUE NORTH 1144.13'
DUE SOUTH 508.93'
S44°58'46"E 465.00'
S44°58'46"E 219.47'
S89°58'46"E 7.07'
S89°58'46"E 35.36'
N45°01'14"E 5.00'
N44°58'46"W 256.00'
N44°58'46"W 55.00'
CAPE MAY AVENUE
(60' R/W)
(N45°01'14"E) 60.00'
POINT OF BEGINNING PARCEL B
0.84 ACRES ±
N00°01'14"E 35.36'
N45°01'14"E 469.74'
BLUEWATER DRIVE
(60' R/W)
S45°01'14"W 616.96'
OYSTER BAY WAY
10' ELECTRIC EASEMENT
C.A. 20' ACCESS EASEMENT
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
LEGEND
● DENOTES SET PRM. 4"x4" C.M. STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○ DENOTES SET IR W/ PINK CAP, STAMPED LB 3624
▪ DENOTES SET PCP, STAMPED LB 3624
PCP PERMANENT CONTROL POINT
PRM PERMANENT REFERENCE MONUMENT
CM CONCRETE MONUMENT
RB REBAR
LB LICENSED BUSINESS NUMBER
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.O.C. POINT ON CURVE
P.R.C. POINT OF REVERSE CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE
R.P. RADIAL POINT
Δ CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CD CHORD DISTANCE
L1 TABULATED LINE DATA
C1 TABULATED CURVE DATA
R/W RIGHT OF WAY
C/L CENTERLINE
JEA-UE JEA UTILITY EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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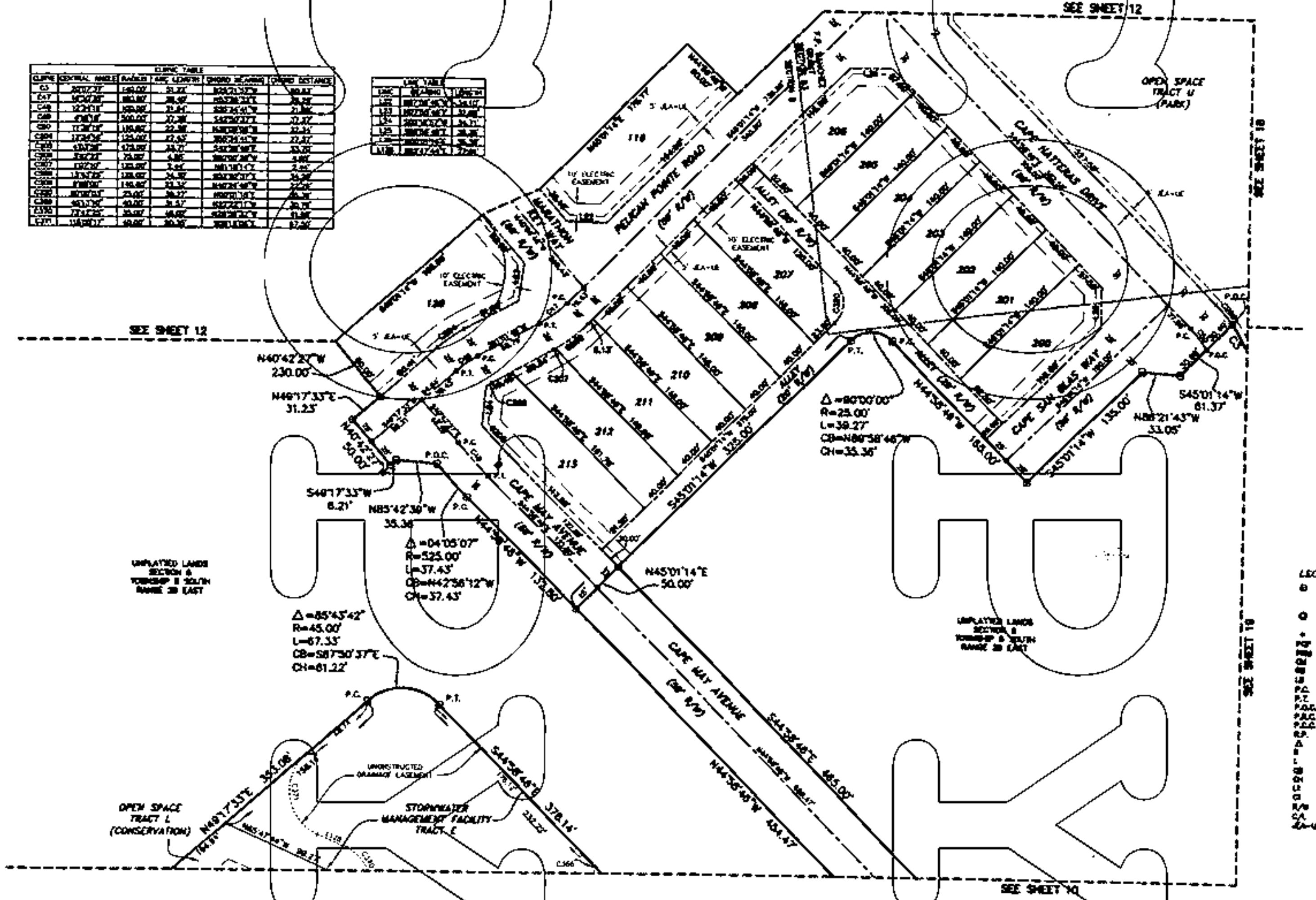
MAP BOOK 60 PAGE 11
SHEET 11 OF 22 SHEETS

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.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES


SEE SHEET 12
SEE SHEET 12
SEE SHEET 10
SEE SHEET 10
OPEN SPACE TRACT U (PARK)
CAPE HATTERAS DRIVE
CAPE SAN BLAS WAY (50' R/W)
PELICAN POINTE ROAD (50' R/W)
MARATHON KEY WAY (50' R/W)
ALLEY (20' R/W)
CAPE MAY AVENUE (80' R/W)
10' ELECTRIC EASEMENT
5' JEA-UE
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
OPEN SPACE TRACT L (CONSERVATION)
STORMWATER MANAGEMENT FACILITY TRACT E
UNOBSTRUCTED DRAINAGE EASEMENT
118
130
200
201
202
203
204
205
206
207
208
209
210
211
212
213
N40°42'27"W 230.00'
N49°17'33"E 31.23'
N40°42'27"W 50.00'
S49°17'33"W 6.21'
N85°42'30"W 35.38'
Δ=04°05'07" R=525.00' L=37.43' CB=N42°56'12"W CH=37.43'
Δ=85°43'42" R=45.00' L=67.33' CB=S87°50'37"E CH=61.22'
Δ=90°00'00" R=25.00' L=39.27' CB=N89°58'46"W CH=35.36'
N44°58'46"W 185.00'
S45°01'14"W 135.00'
N88°21'43"W 33.05'
S45°01'14"W 61.37'
S45°01'14"W 325.00'
N44°58'46"W 135.80'
N45°01'14"E 50.00'
S44°58'46"E 465.00'
N44°58'46"W 454.47'
S44°58'46"E 378.14'
N49°17'33"E 363.08'
P.O.C.
P.C.
P.T.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C3	[illegible]	140.00'	[illegible]	[illegible]	[illegible]
C47	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C48	[illegible]	100.00'	21.41'	[illegible]	21.38'
C49	[illegible]	500.00'	27.38'	[illegible]	27.37'
C50	[illegible]	110.00'	22.39'	[illegible]	[illegible]
C204	[illegible]	125.00'	27.55'	[illegible]	27.37'
C205	[illegible]	175.00'	[illegible]	[illegible]	[illegible]
C206	[illegible]	25.00'	4.85'	[illegible]	[illegible]
C207	[illegible]	125.00'	[illegible]	[illegible]	[illegible]
C208	[illegible]	125.00'	[illegible]	[illegible]	[illegible]
C209	[illegible]	140.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C369	[illegible]	40.00'	[illegible]	[illegible]	[illegible]
C370	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C371	[illegible]	40.00'	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE	BEARING	LENGTH
[illegible]	[illegible]	[illegible]
L23	[illegible]	[illegible]
L24	[illegible]	[illegible]
L25	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
L118	[illegible]	[illegible]

LEGEND

⊕	DENOTES SET PRM, 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
+	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
IR	REBAR
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

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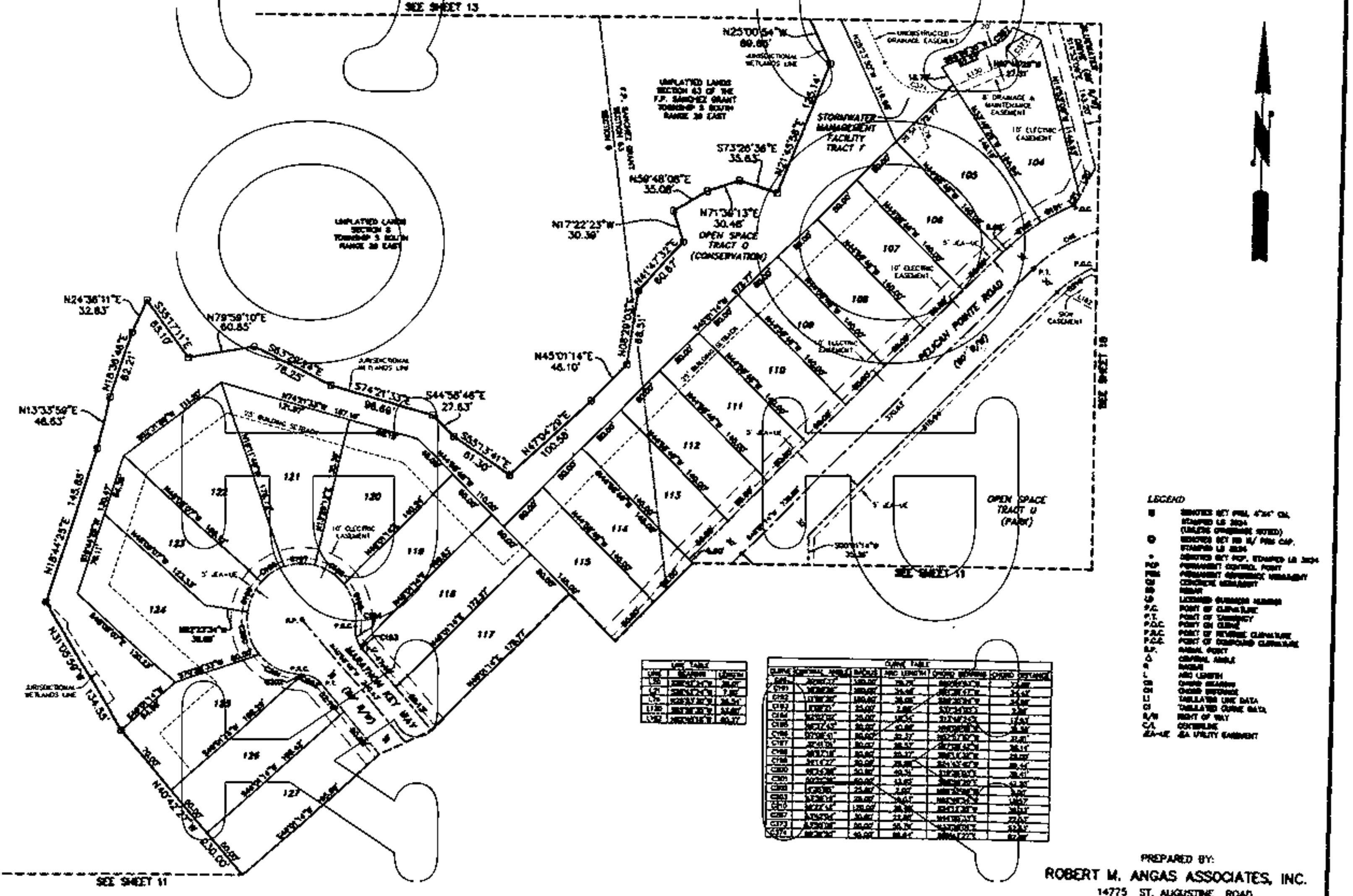
MAP BOOK 60 PAGE 12
SHEET 12 OF 22 SHEETS

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
SEE SHEET 3 OF 22 FOR NOTES


SEE SHEET 13
N25°00'54"W
69.66'
JURISDICTIONAL WETLANDS LINE
UNPLATTED LANDS SECTION 63 OF THE F.P. SANCHEZ GRANT TOWNSHIP 5 SOUTH RANGE 29 EAST
STORMWATER MANAGEMENT FACILITY TRACT F
S73°26'36"E
35.63'
N59°48'06"E
35.06'
N71°36'13"E
30.46'
OPEN SPACE TRACT O (CONSERVATION)
N17°22'23"W
30.39'
N41°47'33"E
60.67'
F. P. SANCHEZ GRANT SECTION 63
SECTION 8
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
N08°29'03"E
68.31'
N45°01'14"E
46.10'
N47°04'29"E
100.59'
S55°13'41"E
61.30'
S44°58'46"E
27.63'
S74°21'33"E
96.69'
S63°29'24"E
78.25'
N79°59'10"E
60.85'
S55°17'11"E
83.10'
N24°36'11"E
32.63'
N18°36'46"E
82.21'
N13°33'59"E
46.63'
N18°44'29"E
145.65'
N31°05'56"W
134.55'
N40°42'27"W
630.00'
JURISDICTIONAL WETLANDS LINE
PELICAN POINTE ROAD
(60' R/W)
MARATHON KEY WAY
(50' R/W)
10' ELECTRIC EASEMENT
5' JEA-UE
25' BUILDING SETBACK
SIGN EASEMENT
DRAINAGE & MAINTENANCE EASEMENT
UNOBSTRUCTED DRAINAGE EASEMENT
104
105
106
107
108
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110
111
112
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117
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119
120
121
122
123
124
125
126
127
OPEN SPACE TRACT U (PARK)
SEE SHEET 11
SEE SHEET 11
LINE TABLE
CURVE TABLE
LEGEND

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MAP BOOK 60 PAGE 13
SHEET 13 OF 22 SHEETS

COASTAL OAKS AT NOCATEE ~ PHASE 1

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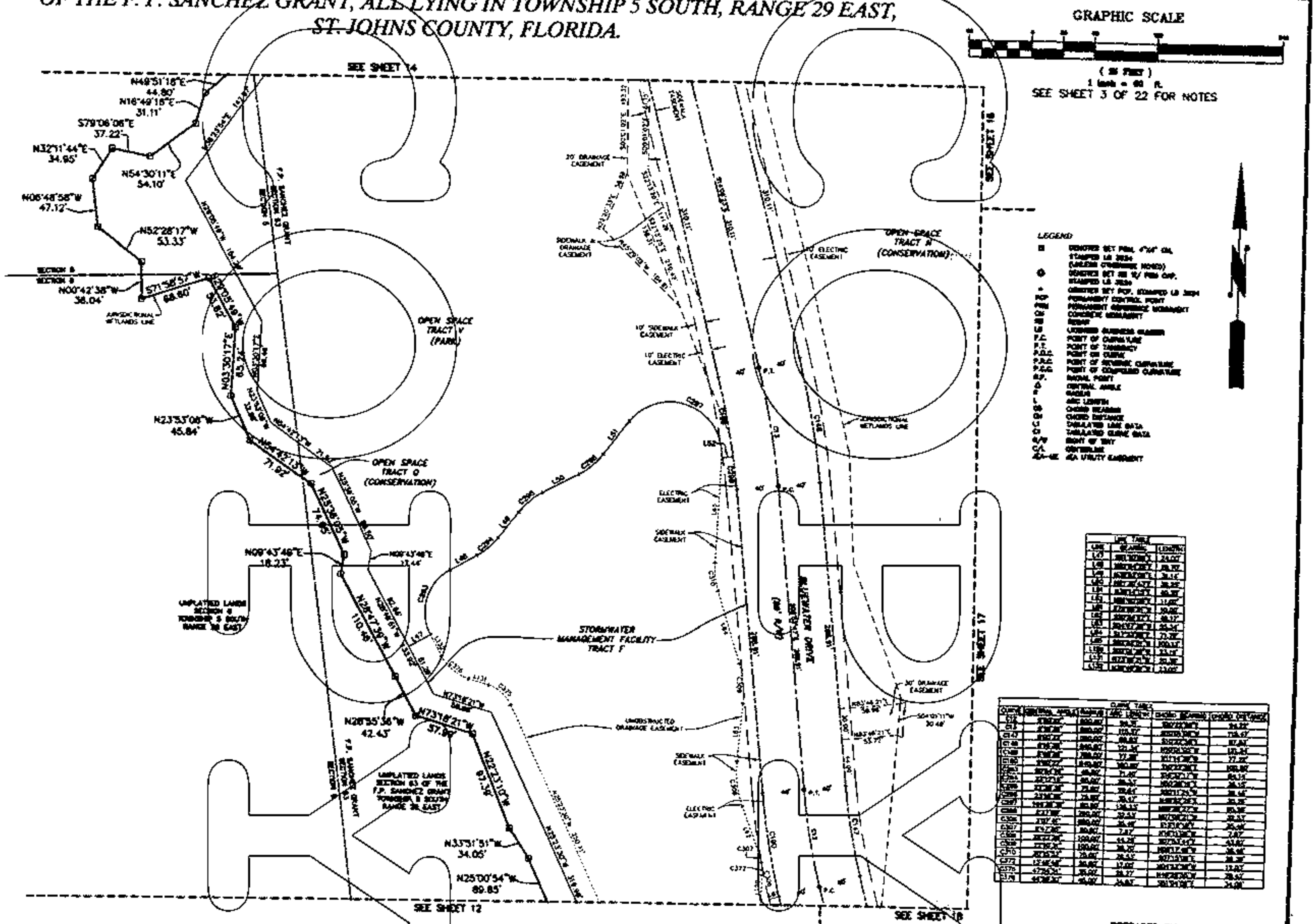
OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.


GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES
SEE SHEET 14
SEE SHEET 16
SEE SHEET 17
SEE SHEET 18
SEE SHEET 12
LEGEND
N49°51'18"E 44.80'
N16°49'15"E 31.11'
S79°06'08"E 37.22'
N32°11'44"E 34.95'
N54°30'11"E 54.10'
N06°48'58"W 47.12'
N52°28'17"W 53.33'
N00°42'38"W 38.04'
S71°58'57"W 68.60'
SECTION 8
SECTION 5
JURISDICTIONAL WETLANDS LINE
F.P. SANCHEZ GRANT SECTION 63
N03°30'17"E 63.24'
N23°53'08"W 45.84'
N04°42'13"W 71.92'
N23°38'05"W 74.95'
N09°43'48"E 18.23'
N09°43'48"E 17.44'
N28°47'30"W 110.46'
N28°55'36"W 42.43'
N73°18'21"W 37.89'
N22°23'10"W 63.39'
N33°51'51"W 34.05'
N25°00'54"W 89.85'
OPEN SPACE TRACT V (PARK)
OPEN SPACE TRACT O (CONSERVATION)
OPEN SPACE TRACT N (CONSERVATION)
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
UNPLATTED LANDS SECTION 63 OF THE F.P. SANCHEZ GRANT TOWNSHIP 5 SOUTH RANGE 29 EAST
STORMWATER MANAGEMENT FACILITY TRACT F
UNOBSTRUCTED DRAINAGE EASEMENT
BLUEWATER DRIVE
(80' R/W)
286.91'
310.11'
10' ELECTRIC EASEMENT
10' SIDEWALK EASEMENT
SIDEWALK & DRAINAGE EASEMENT
20' DRAINAGE EASEMENT
ELECTRIC EASEMENT
SIDEWALK EASEMENT
P.C.
P.T.
LINE TABLE
CURVE TABLE

PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NO. LB 3624

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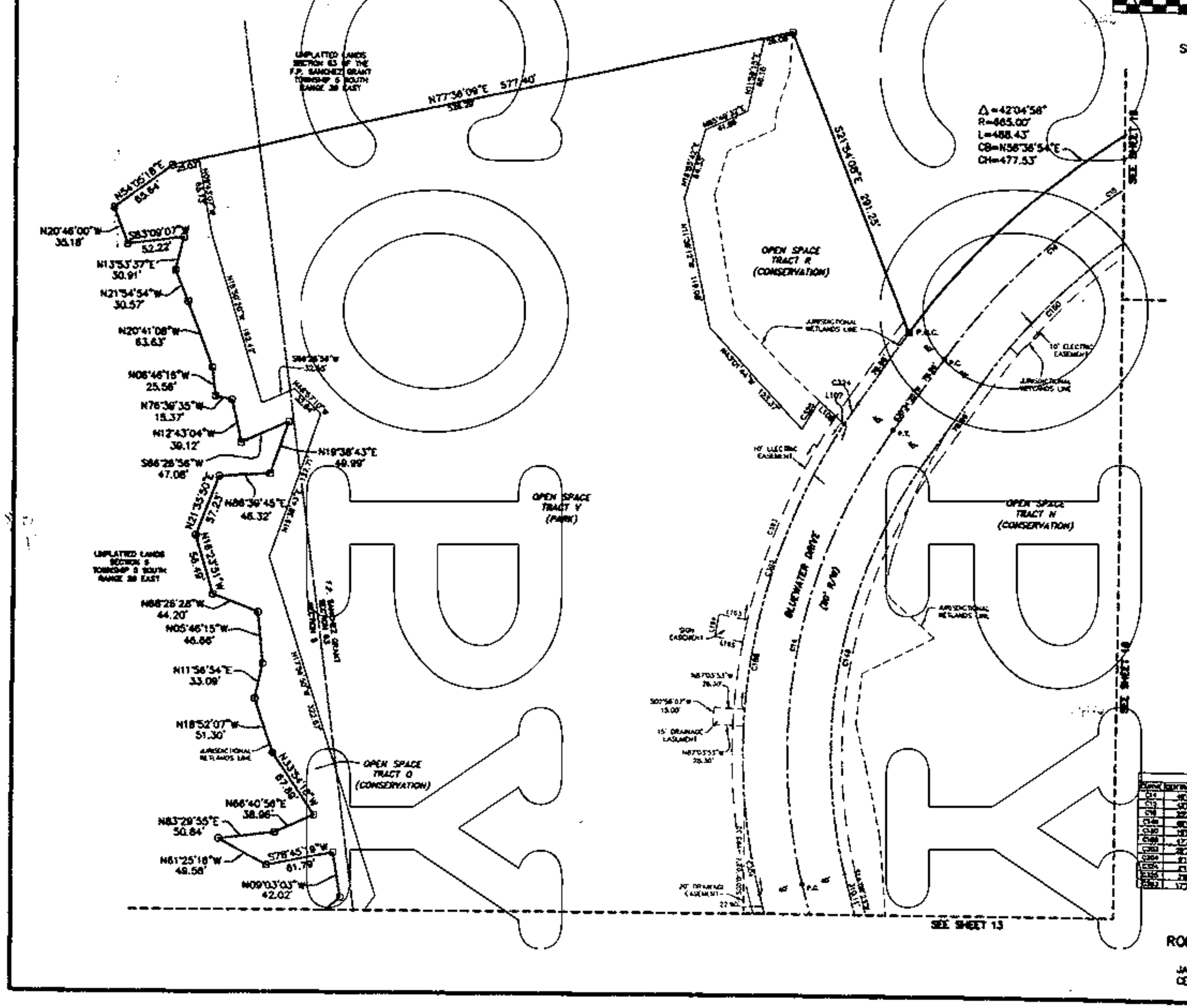
MAP BOOK 60 PAGE 14
SHEET 14 OF 22 SHEETS

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.


UNPLATTED LANDS SECTION 63 OF THE F.P. SANCHEZ GRANT TOWNSHIP 5 SOUTH RANGE 29 EAST
N77°36'09"E 577.40'
S21°54'08"E 291.25'
Δ=42°04'58"
R=665.00'
L=488.43'
CB=N56°38'54"E
CH=477.53'
SEE SHEET 15
OPEN SPACE TRACT R (CONSERVATION)
JURISDICTIONAL WETLANDS LINE
P.R.C.
P.C.
10' ELECTRIC EASEMENT
C324
L107
L108
10' ELECTRIC EASEMENT
BLUEWATER DRIVE
(80' R/W)
OPEN SPACE TRACT N (CONSERVATION)
L163
L164
L165
SIGN EASEMENT
C16
C149
C150
C160
C322
N87°03'53"W 26.30'
S07°56'07"W 15.00'
15' DRAINAGE EASEMENT
N87°03'53"W 26.30'
20' DRAINAGE EASEMENT
P.C.
P.T.
SEE SHEET 13
OPEN SPACE TRACT Y (PARK)
OPEN SPACE TRACT O (CONSERVATION)
F.P. SANCHEZ GRANT SECTION 63
SECTION 8
N54°05'18"E 63.64
N20°46'00"W 35.18'
S83°09'07"W 52.22'
N13°53'37"E 30.91'
N21°54'54"W 30.57'
N20°41'08"W 63.63'
N06°46'16"W 25.56'
N76°36'35"W 15.37'
N12°43'04"W 39.12'
S86°28'56"W 47.06'
S86°28'56"W 32.65'
N19°38'43"E 49.99'
N06°39'45"E 46.32'
N21°35'30"E 57.23'
N18°23'51"W 56.49'
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
N68°28'28"W 44.20'
N05°46'15"W 46.66'
N11°56'54"E 33.09'
N18°52'07"W 51.30'
JURISDICTIONAL WETLANDS LINE
N33°54'18"W 67.86'
N66°40'56"E 38.96'
N83°29'55"E 50.84'
N61°25'18"W 48.58'
S78°45'19"W 61.79'
N09°03'03"W 42.02'
N17°54'50"W 322.67'

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
SEE SHEET 3 OF 22 FOR NOTES

LEGEND

●	DENOTES SET PRM, 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
◆	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
IR	[illegible]
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
L107	[illegible]	[illegible]
L108	[illegible]	[illegible]
L163	[illegible]	[illegible]
L164	[illegible]	[illegible]
L165	[illegible]	[illegible]

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C15	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C16	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C149	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C150	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C160	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C322	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C324	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C325	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C326	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C327	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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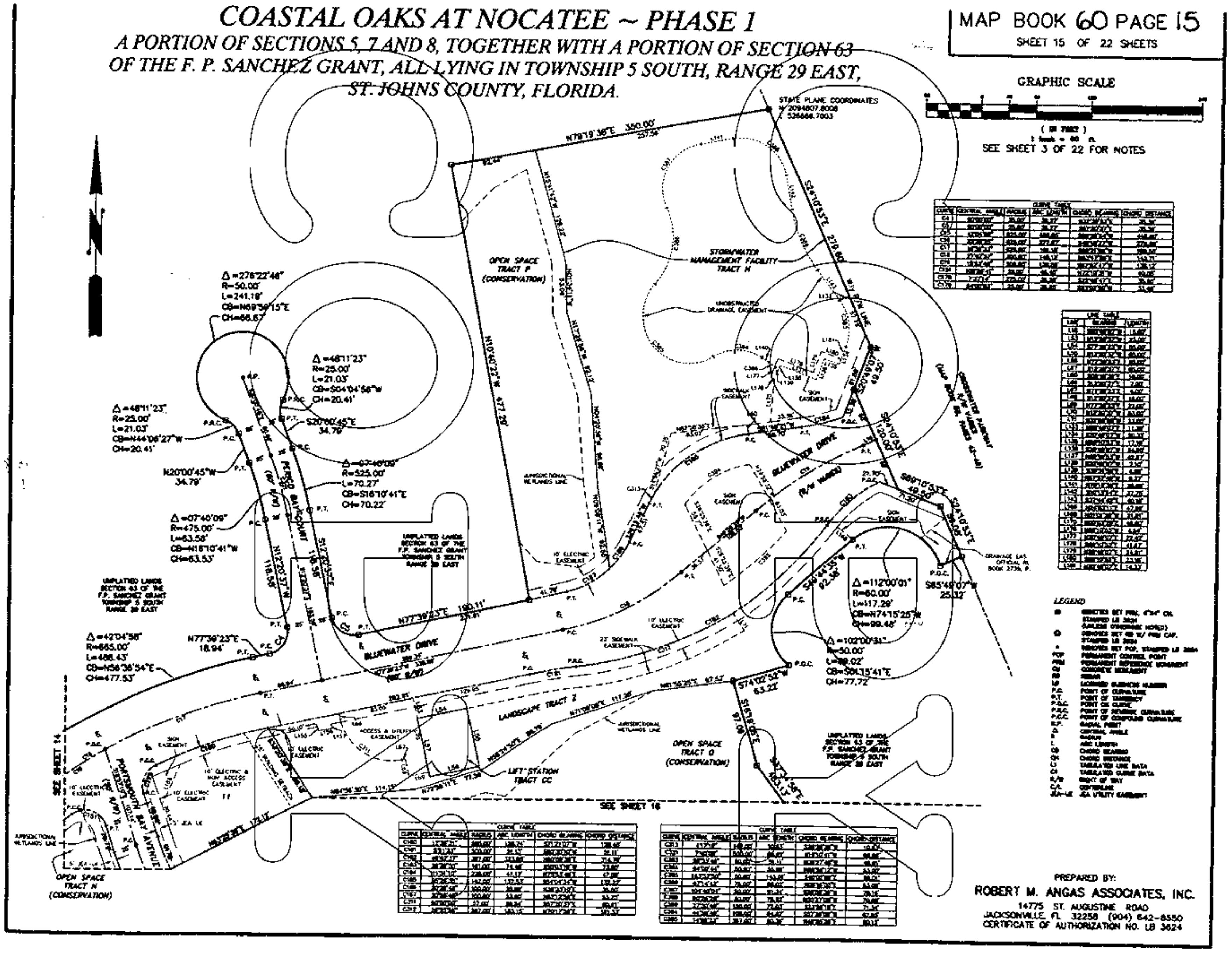

COASTAL OAKS AT NOCATEE ~ PHASE 1

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.

MAP BOOK 60 PAGE 15
SHEET 15 OF 22 SHEETS

SEE SHEET 3 OF 22 FOR NOTES

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GRAPHIC SCALE
STATE PLANE COORDINATES
N79°19'38"E 350.00'
S34°10'53"E 279.60'
STORMWATER MANAGEMENT FACILITY TRACT H
OPEN SPACE TRACT P (CONSERVATION)
N10°40'22"W 477.29'
Δ=276°22'46" R=50.00' L=241.19' CB=N69°39'15"E CH=66.67'
Δ=48°11'23" R=25.00' L=21.03' CB=S04°04'56"W CH=20.41'
Δ=48°11'23" R=25.00' L=21.03' CB=N44°06'27"W CH=20.41'
S20°00'45"E 34.79'
N20°00'45"W 34.79'
Δ=07°40'09" R=525.00' L=70.27' CB=S16°10'41"E CH=70.22'
Δ=07°40'09" R=475.00' L=63.58' CB=N16°10'41"W CH=63.53'
PERICO BAY COURT
S12°20'37"E 118.58'
N12°20'37"W 118.58'
N77°39'23"E 18.94'
N77°39'23"E 190.11'
Δ=42°04'58" R=665.00' L=488.43' CB=N56°38'54"E CH=477.53'
BLUEWATER DRIVE
UNPLATTED LANDS SECTION 63 OF THE F.P. SANCHEZ GRANT TOWNSHIP 5 SOUTH RANGE 29 EAST
LANDSCAPE TRACT Z
LIFT STATION TRACT CC
PORTSMOUTH BAY AVENUE
OPEN SPACE TRACT N (CONSERVATION)
OPEN SPACE TRACT O (CONSERVATION)
SEE SHEET 14
SEE SHEET 16
Δ=112°00'01" R=60.00' L=117.29' CB=N74°15'25"W CH=99.48'
Δ=102°00'31" R=50.00' L=89.02' CB=S04°15'41"E CH=77.72'
S85°49'07"W 25.12'
S74°02'52"W 63.22'
S16°19'05"E 97.06'
S80°10'53"E 49.50'
S34°10'53"E 120.00'
CROSSWATER PARKWAY
DRAINAGE EAS. OFFICIAL R. BOOK 2736, P.
LEGEND
P.C.
P.T.
P.R.C.
P.C.C.
P.O.C.
R/W
N

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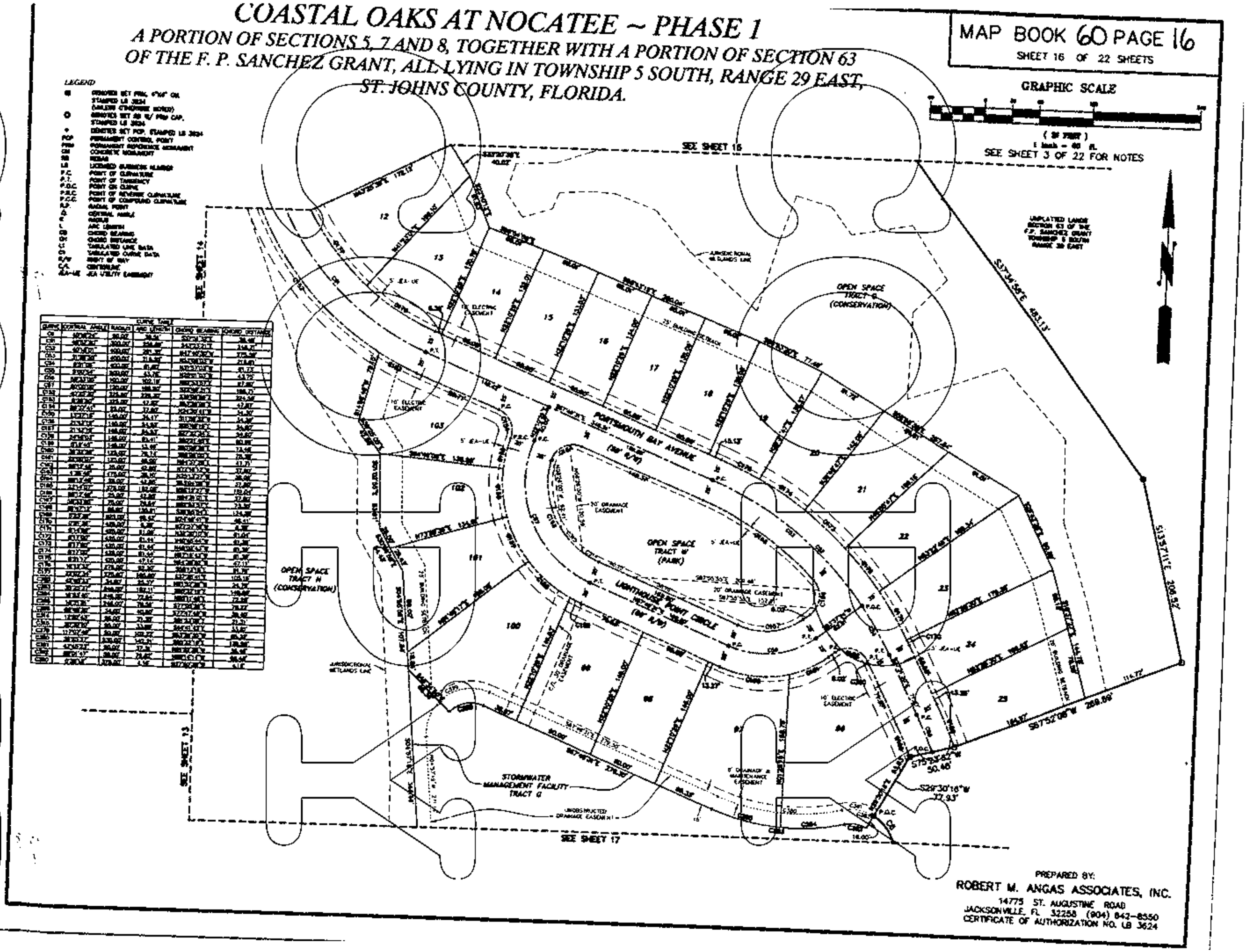
COASTAL OAKS AT NOCATEE ~ PHASE 1

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.

MAP BOOK 60 PAGE 16
SHEET 16 OF 22 SHEETS


GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
SEE SHEET 3 OF 22 FOR NOTES
LEGEND
PCP PERMANENT CONTROL POINT
PRM PERMANENT REFERENCE MONUMENT
CM CONCRETE MONUMENT
LB LICENSED BUSINESS NUMBER
P.C. POINT OF CURVATURE
P.T. POINT OF TANGENCY
P.O.C. POINT ON CURVE
P.R.C. POINT OF REVERSE CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE
R.P. RADIAL POINT
CENTRAL ANGLE
RADIUS
ARC LENGTH
CHORD BEARING
CHORD DISTANCE
TABULATED LINE DATA
TABULATED CURVE DATA
R/W RIGHT OF WAY
C.L. CENTERLINE
JEA-UE JEA UTILITY EASEMENT
CURVE TABLE
SEE SHEET 15
SEE SHEET 14
SEE SHEET 13
SEE SHEET 17
S37°34'58"E 483.13'
S13°57'11"E 208.52'
S87°52'08"W 288.88'
S75°53'42"W 50.46'
S29°30'16"W 77.93'
OPEN SPACE TRACT G (CONSERVATION)
OPEN SPACE TRACT W (PARK)
OPEN SPACE TRACT H (CONSERVATION)
STORMWATER MANAGEMENT FACILITY TRACT Q
PORTSMOUTH BAY AVENUE
LIGHTHOUSE POINT CIRCLE
20' DRAINAGE EASEMENT
10' ELECTRIC EASEMENT
25' BUILDING SETBACK
JURISDICTIONAL WETLANDS LINE
UNOBSTRUCTED DRAINAGE EASEMENT
UNPLATTED LANDS SECTION 63 OF THE F.P. SANCHEZ GRANT TOWNSHIP 5 SOUTH RANGE 29 EAST
12
13
14
15
16
17
18
19
20
21
22
23
24
25
84
97
98
99
100
101
102
103

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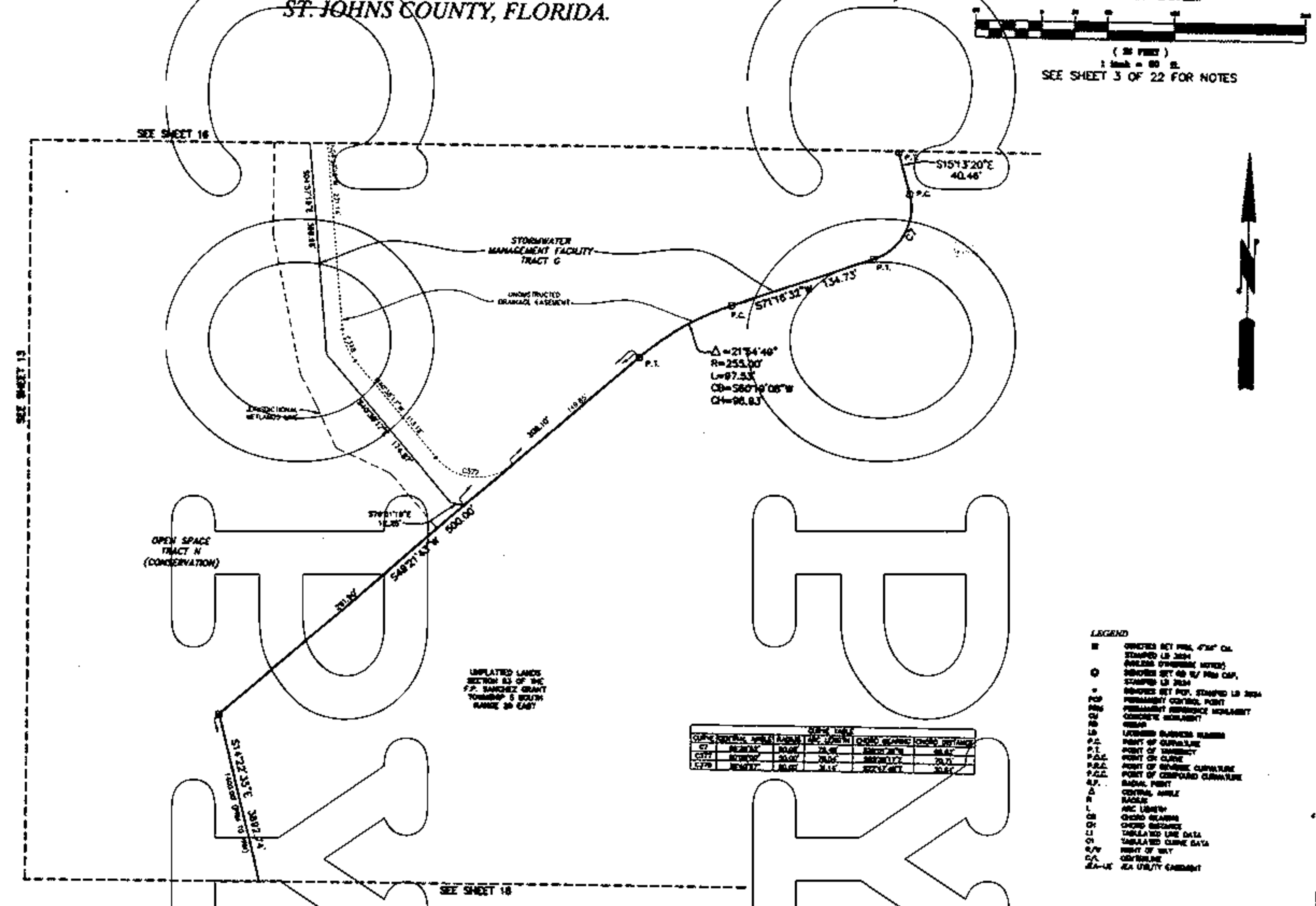
COASTAL OAKS AT NOCATEE ~ PHASE 1

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.

MAP BOOK 60 PAGE 17
SHEET 17 OF 22 SHEETS


GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SEE SHEET 16
SEE SHEET 13
SEE SHEET 18
S15°13'20"E
40.46'
P.C.
P.T.
S71°16'32"W
134.73'
P.C.
Δ=21°54'49"
R=255.00'
L=97.53'
CB=S60°19'08"W
CH=96.93'
P.T.
STORMWATER
MANAGEMENT FACILITY
TRACT G
UNOBSTRUCTED
DRAINAGE EASEMENT
308.16'
C372
500.00'
S48°20'43"W
201.30'
S79°01'16"E
OPEN SPACE
TRACT N
(CONSERVATION)
UNPLATTED LANDS
SECTION 63 OF THE
F.P. SANCHEZ GRANT
TOWNSHIP 5 SOUTH
RANGE 29 EAST
S14°22'35"E 3897.24'
CURVE TABLE
LEGEND

SEE SHEET 3 OF 22 FOR NOTES

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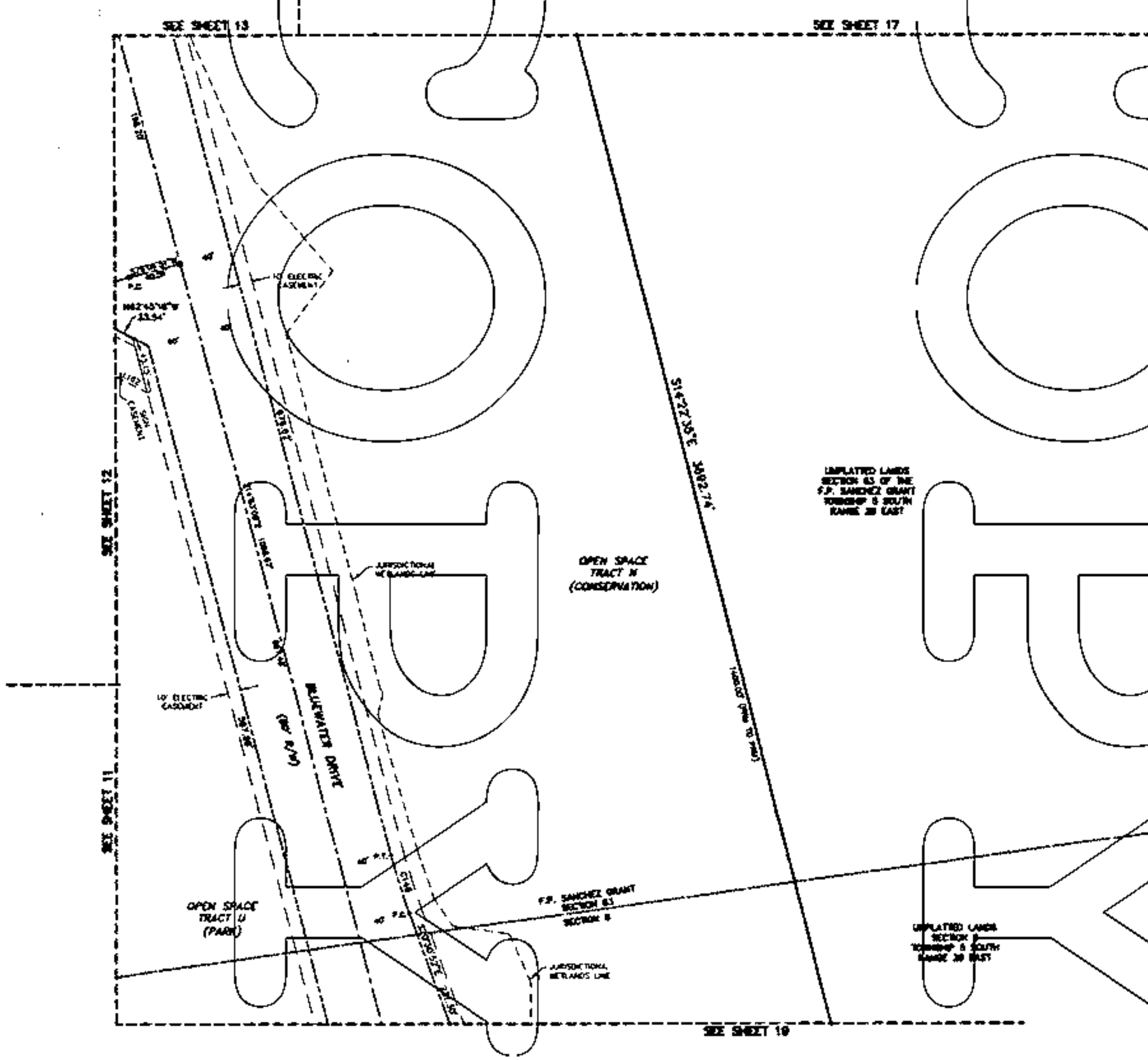
MAP BOOK 60 PAGE 18
SHEET 18 OF 22 SHEETS

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
(IN FEET)
1 inch = 40 ft.
SEE SHEET 3 OF 22 FOR NOTES



SEE SHEET 13
SEE SHEET 17
SEE SHEET 12
SEE SHEET 11
SEE SHEET 19
S14°22'35"E 3692.74'
1400.00' (PRM TO PRM)
N62°45'16"W
33.54'
P.C.
10' ELECTRIC EASEMENT
SIGN EASEMENT
40'
BLUEWATER DRIVE
(80' R/W)
JURISDICTIONAL WETLANDS LINE
OPEN SPACE
TRACT N
(CONSERVATION)
OPEN SPACE
TRACT U
(PARK)
P.T.
C148
F.P. SANCHEZ GRANT
SECTION 63
SECTION 8
UNPLATTED LANDS
SECTION 63 OF THE
F.P. SANCHEZ GRANT
TOWNSHIP 5 SOUTH
RANGE 29 EAST
UNPLATTED LANDS
SECTION 8
TOWNSHIP 5 SOUTH
RANGE 29 EAST

LINE TABLE		
LINE	BEARING	LENGTH
[illegible]	[illegible]	[illegible]

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LEGEND

■	DENOTES SET PRM, 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
⊙	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
•	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
IR	REBAR
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

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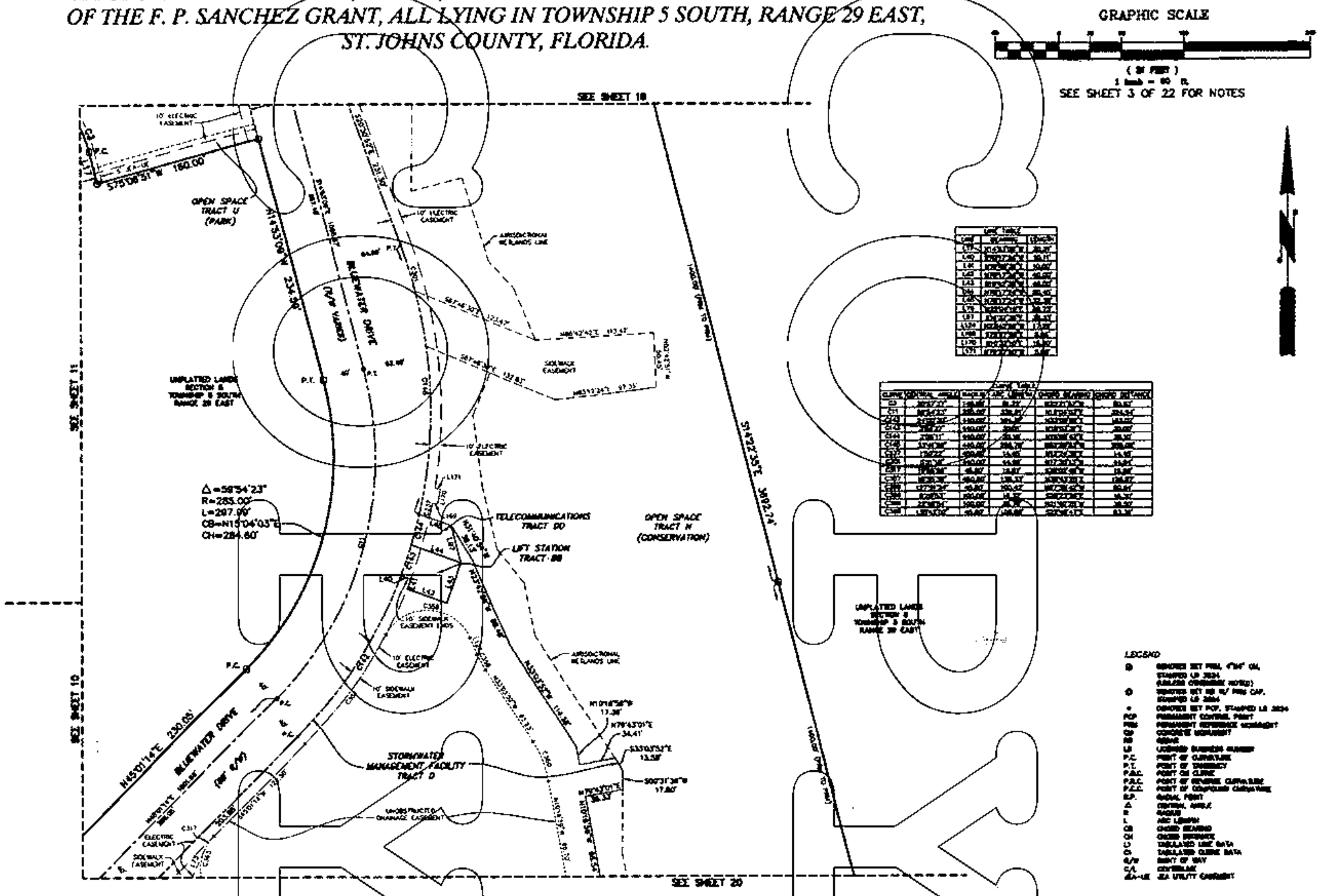
MAP BOOK 60 PAGE 19
SHEET 19 OF 22 SHEETS

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
SEE SHEET 3 OF 22 FOR NOTES
SEE SHEET 18
SEE SHEET 20
SEE SHEET 11
SEE SHEET 10
S75°06'51"W 160.00'
10' ELECTRIC EASEMENT
OPEN SPACE TRACT U (PARK)
N14°53'09"W 234.50'
BLUEWATER DRIVE
(R/W VARIES)
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
Δ=58°54'23"
R=285.00'
L=297.09'
CB=N15°04'03"E
CH=284.60'
P.C.
P.T.
JURISDICTIONAL WETLANDS LINE
SIDEWALK EASEMENT
TELECOMMUNICATIONS TRACT DD
LIFT STATION TRACT BB
OPEN SPACE TRACT N (CONSERVATION)
10' SIDEWALK EASEMENT
10' ELECTRIC EASEMENT
STORMWATER MANAGEMENT FACILITY TRACT D
UNOBSTRUCTED DRAINAGE EASEMENT
N45°01'14"E 230.05'
BLUEWATER DRIVE
(80' R/W)
S14°22'35"E 3692.74'
1400.00' (PRM TO PRM)
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
LINE TABLE
CURVE TABLE
LEGEND

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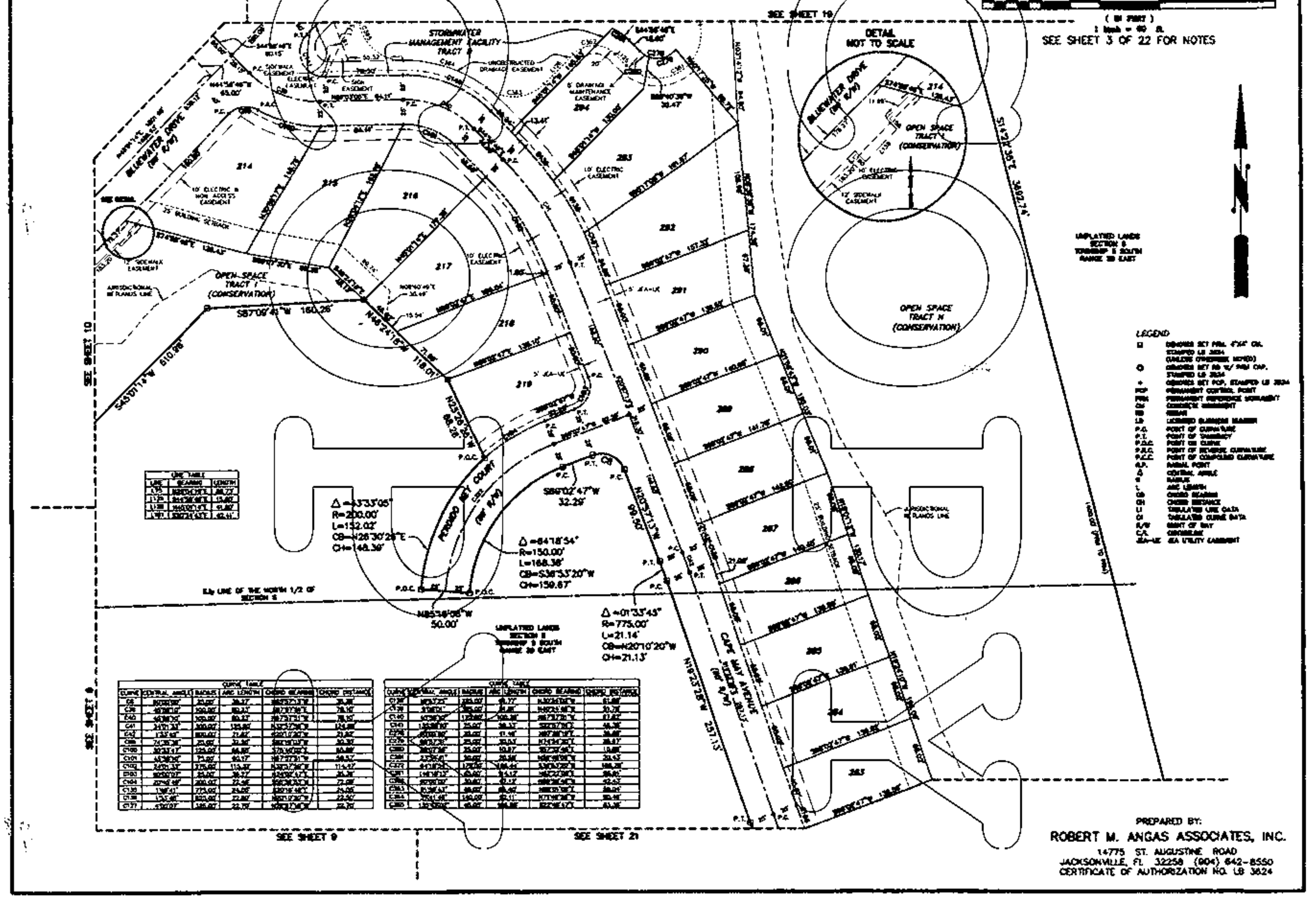
MAP BOOK 60 PAGE 20
SHEET 20 OF 22 SHEETS

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 = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES


SEE SHEET 19
SEE SHEET 10
SEE SHEET 9
SEE SHEET 21
DETAIL NOT TO SCALE
BLUEWATER DRIVE (50' R/W)
STORMWATER MANAGEMENT FACILITY TRACT B
UNOBSTRUCTED DRAINAGE EASEMENT
5' DRAINAGE & MAINTENANCE EASEMENT
10' ELECTRIC EASEMENT
10' ELECTRIC & NON ACCESS EASEMENT
12' SIDEWALK EASEMENT
25' BUILDING SETBACK
OPEN SPACE TRACT I (CONSERVATION)
OPEN SPACE TRACT H (CONSERVATION)
JURISDICTIONAL WETLANDS LINE
CAPE MAY AVENUE (66' R/W)
PERDIDO BAY COURT (50' R/W)
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
UNPLATTED LANDS SECTION 5 TOWNSHIP 5 SOUTH RANGE 29 EAST
E'ly LINE OF THE NORTH 1/2 OF SECTION 8
214
215
216
217
218
219
283
284
285
286
287
288
289
290
291
292
293
294
S14°21'36"E 3892.74'
S43°01'14"W 610.98'
S87°09'41"W 160.26'
N48°24'16"W 118.01'
N23°26'26"W 68.28'
N85°34'08"W 50.00'
S86°02'47"W 32.29'
N20°57'13"W 99.50'
N19°23'28"W 257.13'
Δ=43°33'05"
R=200.00'
L=152.02'
CB=N26°30'26"E
CH=148.39'
Δ=64°18'54"
R=150.00'
L=168.38'
CB=S38°53'20"W
CH=159.67'
Δ=01°33'43"
R=775.00'
L=21.14'
CB=N20°10'20"W
CH=21.13'
P.C.
P.T.
P.O.C.

LINE TABLE

LINE	BEARING	LENGTH
L75	[illegible]	[illegible]
L129	[illegible]	15.00'
L130	[illegible]	[illegible]
L131	[illegible]	42.41'

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C8	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C39	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C40	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C41	[illegible]	300.00'	[illegible]	[illegible]	[illegible]
C42	[illegible]	800.00'	21.82'	[illegible]	21.82'
[illegible]	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C100	[illegible]	125.00'	[illegible]	[illegible]	[illegible]
C101	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C102	[illegible]	175.00'	[illegible]	[illegible]	114.47'
C103	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C104	[illegible]	200.00'	[illegible]	[illegible]	[illegible]
C130	[illegible]	775.00'	25.05'	[illegible]	25.05'
C131	[illegible]	[illegible]	[illegible]	[illegible]	22.50'
C177	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	150.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LEGEND

■	DENOTES SET PRM, 4"X4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET IR W/ PRM CAP, STAMPED LB 3624
+	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
IR	IRON ROD
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

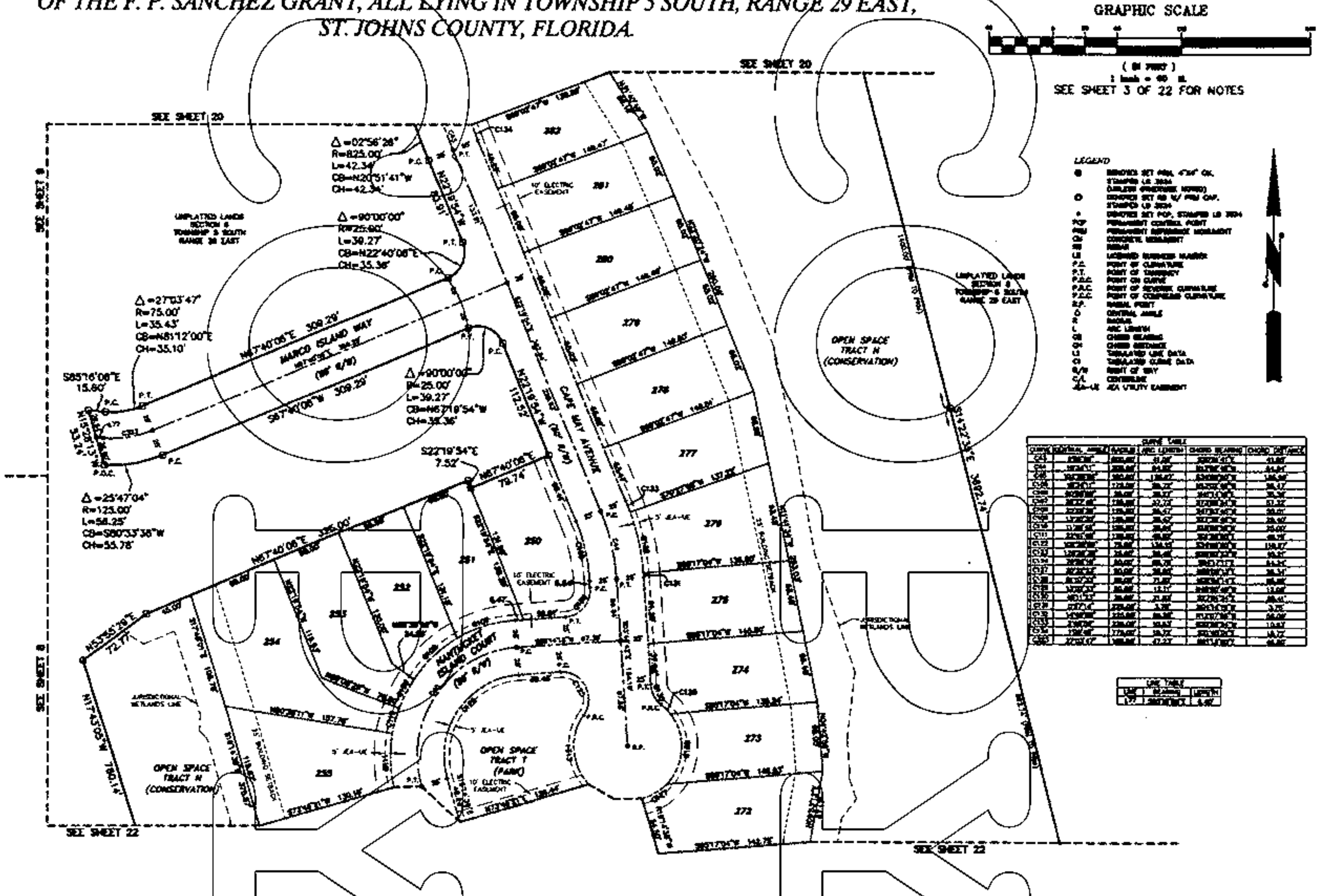
PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

COPY

MAP BOOK 60 PAGE 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 = 40 ft.
SEE SHEET 3 OF 22 FOR NOTES
LEGEND
SEE SHEET 20
SEE SHEET 22
SEE SHEET 8
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
UNPLATTED LANDS SECTION 5 TOWNSHIP 5 SOUTH RANGE 29 EAST
OPEN SPACE TRACT N (CONSERVATION)
OPEN SPACE TRACT T (PARK)
CAPE MAY AVENUE
(50' R/W)
MARCO ISLAND WAY
(50' R/W)
NANTUCKET ISLAND COURT
(50' R/W)
JURISDICTIONAL WETLANDS LINE
10' ELECTRIC EASEMENT
25' BUILDING SETBACK
5' JEA-UE
S14°22'34"E 3692.74'
N67°40'06"E 309.29'
S67°40'06"W 309.29'
N67°40'06"E 79.74'
N67°40'06"E 395.00'
S22°19'54"E 7.52'
N22°19'54"W 112.52'
N22°19'54"W 53.91'
S85°16'06"E 15.60'
N15°28'13"W 33.24'
N53°56'29"E 72.77'
N17°43'05"W 780.14'
Δ=02°56'28"
R=825.00'
L=42.34'
CB=N20°51'41"W
CH=42.34'
Δ=90°00'00"
R=25.00'
L=39.27'
CB=N22°40'06"E
CH=35.36'
Δ=27°03'47"
R=75.00'
L=35.43'
CB=N81°12'00"E
CH=35.10'
Δ=90°00'00"
R=25.00'
L=39.27'
CB=N67°19'54"W
CH=35.36'
Δ=25°47'04"
R=125.00'
L=56.25'
CB=S80°33'38"W
CH=55.78'
CURVE TABLE
LINE TABLE
P.C.
P.T.
P.O.C.
R.P.
272
273
274
275
276
277
278
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PREPARED BY:
ROBERT M. ANGAS ASSOCIATES, INC.
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MAP BOOK 60 PAGE 22
SHEET 22 OF 22 SHEETS

COASTAL OAKS AT NOCATEE ~ PHASE 1

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OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,
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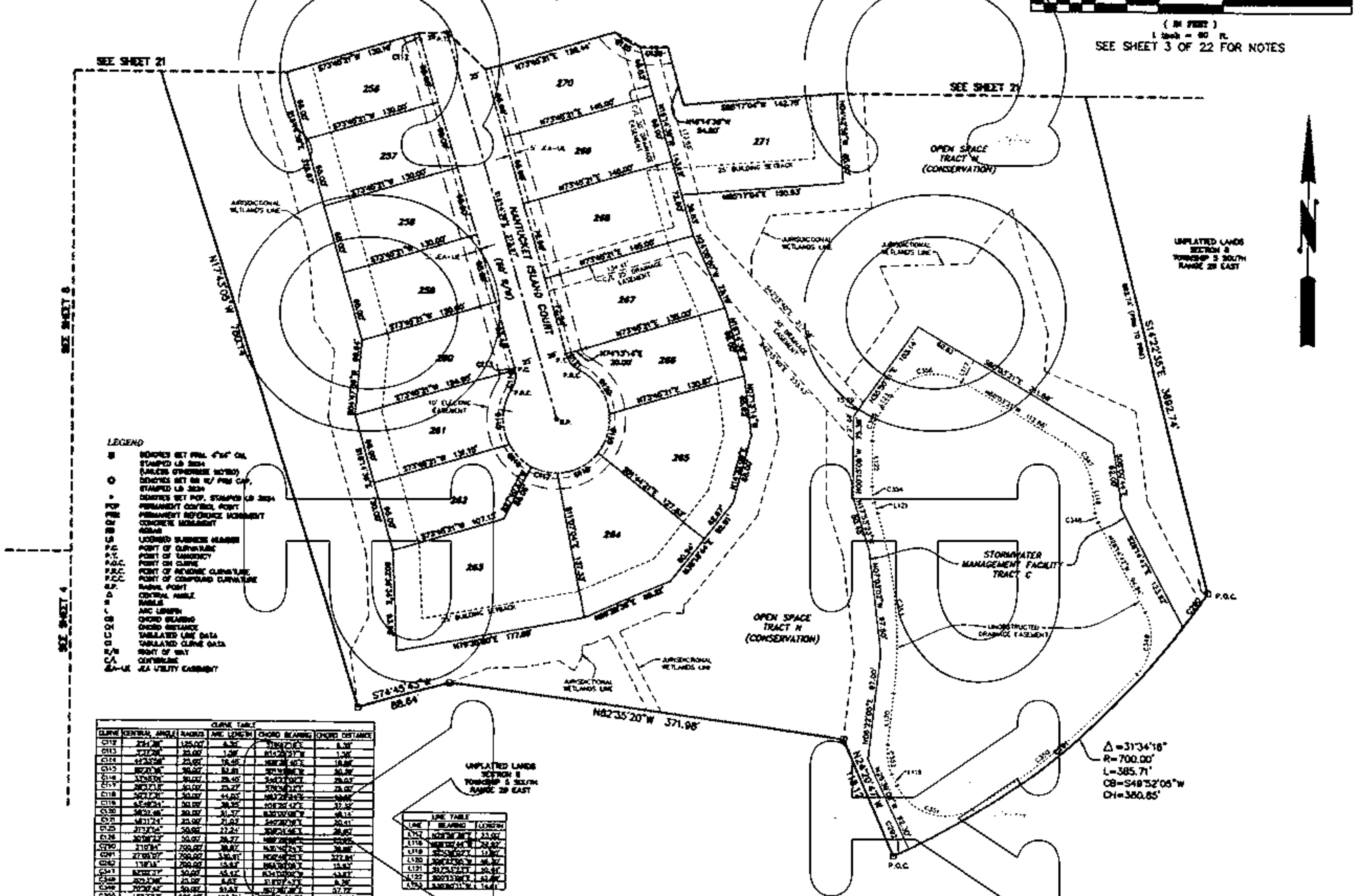
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SEE SHEET 3 OF 22 FOR NOTES
SEE SHEET 21
SEE SHEET 8
SEE SHEET 4
NANTUCKET ISLAND COURT
(50' R/W)
OPEN SPACE TRACT M (CONSERVATION)
OPEN SPACE TRACT H (CONSERVATION)
STORMWATER MANAGEMENT FACILITY TRACT C
UNOBSTRUCTED DRAINAGE EASEMENT
JURISDICTIONAL WETLANDS LINE
UNPLATTED LANDS SECTION 8 TOWNSHIP 5 SOUTH RANGE 29 EAST
25' BUILDING SETBACK
10' ELECTRIC EASEMENT
JEA-UE
P.O.C.
R.P.
S14°22'35"E 382.74'
N17°43'05"W 780.14'
S74°45'43"W 88.64'
N82°35'20"W 371.98'
N24°20'47"W 118.12'
Δ=31°34'18"
R=700.00'
L=385.71'
CB=S48°52'05"W
CH=380.85'
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LEGEND

■	DENOTES SET PRM. 4"x4" CM, STAMPED LB 3624 (UNLESS OTHERWISE NOTED)
○	DENOTES SET [illegible] W/ PRM CAP, STAMPED LB 3624
•	DENOTES SET PCP, STAMPED LB 3624
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
CM	CONCRETE MONUMENT
[illegible]	[illegible]
LB	LICENSED BUSINESS NUMBER
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
R.P.	RADIAL POINT
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CH	CHORD DISTANCE
L1	TABULATED LINE DATA
C1	TABULATED CURVE DATA
R/W	RIGHT OF WAY
C/L	CENTERLINE
JEA-UE	JEA UTILITY EASEMENT

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C112	[illegible]	125.00'	[illegible]	[illegible]	[illegible]
C113	[illegible]	25.00'	1.56'	[illegible]	1.56'
C114	[illegible]	25.00'	18.45'	[illegible]	[illegible]
C115	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C116	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C117	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C118	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C119	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C120	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C121	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
C125	[illegible]	50.00'	27.24'	[illegible]	[illegible]
C126	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
C190	[illegible]	700.00'	[illegible]	[illegible]	[illegible]
C191	[illegible]	700.00'	[illegible]	[illegible]	[illegible]
C192	[illegible]	700.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	25.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	50.00'	[illegible]	[illegible]	[illegible]

LINE TABLE

LINE	BEARING	LENGTH
L117	[illegible]	[illegible]
L118	[illegible]	[illegible]
L119	[illegible]	[illegible]
L120	[illegible]	[illegible]
L121	[illegible]	[illegible]
L122	[illegible]	[illegible]
L123	[illegible]	[illegible]

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

COPY

EXHIBIT “B”

Articles of Incorporation

December 2, 2005

FLORIDA DEPARTMENT OF STATE
Division of Corporations

COASTAL OAKS HOMEOWNERS ASSOCIATION, INC.
9301 OLD KINGS ROAD SOUTH
JACKSONVILLE, FL 32257

COPY

The Articles of Incorporation for COASTAL OAKS HOMEOWNERS ASSOCIATION, INC. were filed on December 1, 2005, and assigned document number N05000012057. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H05000275890.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to theirwebsite at www.irs.ustreas.gov

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

COPY

Sincerely,
Tammy Hampton
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 405A00070119

P.O BOX 6327 – Tallahassee, Florida 32314

COPY

ARTICLES OF INCORPORATION
FOR
COASTAL OAKS HOMEOWNERS ASSOCIATION, INC.

COPY

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned who is of full age, does hereby certify:

ARTICLE I

The name of the corporation is Coastal Oaks Homeowners Association, Inc.

The office of the association is located at 9301 Old Kings Road South, Jacksonville, FL 32257.

The name and address of the Registered Agent is C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

The terms used in these Articles shall have the definitions as provided in the Declaration of Covenants, Conditions and Restrictions for Nocatee (the "Declaration").

ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION

COPY

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Lots and Common Areas within that certain tract of property located in St. John's County, Florida, pursuant to the provisions of the Declaration, and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and in furtherance of those purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the property, to be recorded in the Public Records of St. John's County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length;

B. Own, operate, maintain repair and where necessary improve the Common Areas, including but not limited to, all water management facilities existing, from time to time on the Properties, which water management facilities shall include all lakes, ponds, drainage retention areas, swales and artificial and natural structures which are incorporated into the water management system, whether owned by the Association or by a member, and all easements reserved for drainage related purposes. Provided, however, that the Association shall only be responsible for water management facilities which solely serve the Community.

COPY

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

D. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

E. Borrow money, and with the consent of two-thirds (2/3) of the members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

H. Devise such rules and regulations with respect to the use of the Common Areas and to promote the health, safety and convenience of the Owners of the Property.

I. Enter into contracts for operational and maintenance services for the Common Areas and the management of the Association.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a Lot in Coastal Oaks, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lot which is subject to assessment by the Association. Change of membership shall be established by recording in the Public Records of St. John's County, Florida, a deed or other instrument transferring title, and by the delivery to the Association of a copy of such instrument. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his fee simple interest in a Lot.

COPY

COPY

ARTICLE IV
VOTING RIGHTS

The Association shall have two (2) classes of voting memberships:

1. Class A. Class A members shall be all of those owners of a Lot subject to the Declaration. Each Class A Member shall have one (1) vote for each Lot owned by such Class A Member.

2. Class B. There shall be one (1) Class B member, the Declarant, Toll Jacksonville Limited Partnership, a Florida limited partnership, or its assigns. The Class B member shall have three (3) votes for each Lot it owns or controls.

The By-Laws may establish procedures for voting when title to a unit is held in the name of a corporation or more than one (1) person or entity.

The Class B membership shall terminate upon the earlier of:

(1) two (2) years after termination of the Class "B" Control Period pursuant to Section 3.3 of the Bylaws; or

(2) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class B membership, Declarant shall be a Class A Member entitled to Class A votes for each Lot which it owns.

COPY

ARTICLE V
BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three (3) members who shall be appointed by the Declarant. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Raymond Parker	9301 Old Kings Road South Jacksonville, FL 32257
Josh McDaniel	9301 Old Kings Road South Jacksonville, FL 32257
Oisin Courtney	9301 Old Kings Road South Jacksonville, FL 32257

COPY

Until turnover of control of the Association to Members other than the Declarant, all Directors shall be appointed by the Declarant. After turnover of control of the Association, the Board shall consist of at least three members, who shall be elected by the members in the manner determined by the By-Laws.

ARTICLE VI
INDEMNIFICATION

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. In the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and indemnification as being in the best interests of the Association. The foregoing right of indemnification shall not apply to:

A. Gross negligence or willful misconduct in office by any Director or officer.

B. Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

In the event of a settlement or any dispute with respect to any indemnification, the right to indemnification shall not apply unless the Board of Directors approves such settlement or disposes of any such dispute as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VII
DURATION

The corporation shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government. If it is not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

ARTICLE VIII
AMENDMENTS

Subject to the rights of Declarant as provided in the By-Laws of the Corporation, amendments of these Articles shall require the consent of two-thirds (2/3) of the members entitled to vote, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in the Declaration. Amendments to the By-Laws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

COPY COPY COPY

COPY

ARTICLE IX
NOT-FOR-PROFIT STATUS

In compliance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

ARTICLE X
BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided therein.

ARTICLE XI
OFFICERS

There shall be a President, Vice-President and Secretary/Treasurer of the Corporation. The initial officers of the corporation are as follows:

PRESIDENT:	Raymond Parker
VICE-PRESIDENT:	Josh McDaniel
SECRETARY/TREASURER:	Oisin Courtney

ARTICLE XII
INCORPORATORS

The name and address of the incorporator is:

Missy Kuser

Toll Brothers, Inc.
250 Gibraltar Road
Horsham, PA 19044

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 30th day of November, 2005.

Missy Kuser
Name of Incorporator: Missy Kuser

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That Coastal Oaks Homeowners Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, County of St. John's, State of Florida, has named C T Corporation System, as its agent to accept service of process within this State.

COPY

ACCEPTANCE

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Name of Registered Agent:

CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

COPY

COPY

EXHIBIT "C"

BYLAWS

BYLAWS
OF
COASTAL OAKS HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

COPY

ARTICLE I

IDENTITY

These are the Bylaws of the COASTAL OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on December 1, 2004.

The Association has been organized for the purpose of performing the functions outlined in the covenants, conditions and restrictions as may be recorded, for all phases of COASTAL OAKS, a subdivision located in St. Johns County, Florida ("the subdivision"), including any amendments thereto (the "covenants"), and specifically for the purpose of the continual maintenance and cleaning of the storm and/or surface water management systems required by the St. Johns River Water Management District or other governmental agencies pursuant to the permits issued and other applicable rules and regulations.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

COPY

Initially, the office of the Association shall be at 9301 Old Kings Road South, Jacksonville, Florida 32257, but may be changed from time to time, and meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

COPY

ARTICLE II

MEMBERS MEETINGS

A. Annual meeting. For so long as there is a Class B member, annual meetings may be held at the discretion of the Class B member.

At the termination of Class B membership, the members shall meet for the purpose of electing directors and transacting business and determining when subsequent annual meetings shall be held.

COPY

B. Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. Notices. Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. Quorum. A quorum at members' meetings shall be as provided in the covenants.

E. Voting Rights. The voting rights of the members shall be as specified in the covenants.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

COPY

G. Adjourned meetings may be rescheduled as provided in the covenants.

H. Written Consent and Joinder. In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

COPY

I. Proviso. Provided, however, that until the Declarant (Class B member) of the subdivision has completed all of the contemplated improvements and closed the sales of all of the lots, or until the Declarant elects to terminate its control of the Association, whichever shall occur first (the "Class 'B' Control Period"), the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

COPY

ARTICLE III

DIRECTORS

A. Governing Body. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in the subdivision.

B. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class B membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the subdivision. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

C. Number. The Board shall initially consist of three (3) members. After the Class B membership ceases, the Board shall consist of no less than three members who shall be elected by the membership at large at the annual meetings.

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D. Term. The Directors appointed by the Class B member shall serve at its pleasure. The term of office of Directors elected by Class A members shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

E. Removal. Any Director elected by the Class A members may be removed from the Board, with or without cause, by a majority vote of the Class A members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

F. Compensation. No Director shall receive compensation for any service he may render to the Association. However, a Director may be reimbursed for his actual expenses incurred in the performance of his duties.

G. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Class A members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

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H. Proviso. The Declarant shall have veto power on any act of the Board of Directors which affects the marketability of any units still owned by the Declarant.

ARTICLE IV

MEETINGS OF DIRECTORS

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Directors appointed by Class B member:

A. The Directors meetings shall be scheduled by the Directors at their discretion.

Directors elected by Class A members:

A. Organization Meeting. The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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D. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

E. Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.

F. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

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H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

I. Presiding Officer. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or Articles of Incorporation, and specifically comply with all requirements of the surface and stormwater management permits;

B. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;

E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;

F. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association, as set forth in the covenants;

G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

H. Open bank accounts on behalf of the Association and designate the signatories required;

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I. Enforce by legal means the provisions of the Covenants and these Bylaws, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

L. Contract with any person or entity for the performance of various duties and functions;

M. Supervise all officers, agents and employees of the Association, and to see that their duties are property performed;

N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs;

P. To oversee the common areas, enforce rules and regulations, and such other duties relating to the common areas as may be necessary from time to time.

ARTICLE VI

OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.

B. Election of Officers. Until termination of the Class B membership, officers shall be appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless sooner removed or otherwise disqualified to serve.

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D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the vacancy.

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph D of this Article.

H. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and perform such other duties as required by the Board.

Treasurer

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The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

The Association may appoint an Architectural Control Committee as provided in the Covenants and such other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

AMENDMENTS

These By-laws may be amended as provided in the Articles of Incorporation or as otherwise permitted by applicable law.

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EXHIBIT "D"

LIMITED CONTROLLED FACILITIES

The following is a list of the Limited Controlled Facilities applicable only to the Owners of the attached product in the Community (the "Townhome Neighborhood"):

- **Structural Elements and Exterior Facades:** The structural elements and exterior facade of each attached Unit in the Townhome Neighborhood (each, a "Townhome"), including any exterior siding and all windows and doors, shall be Limited Controlled Facilities which will be owned by the Owners of the Townhomes, but for which the Association shall have certain maintenance obligations. The Association shall have the obligation to repair, maintain and replace the exterior facades (including siding/stucco) of the Townhomes in the Community (other than doors and windows, the repair, maintenance and replacement of which shall be the sole responsibility of the Owners of the Townhomes). The costs incurred for this maintenance shall be an expense to be assessed equally among all Owners of the Townhomes in the Townhome Neighborhood.

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- **Roofs on Buildings:** The roof, gutters, downspouts and other roofing installations for each Townhome, including the structural support for same, all sheathing and underlayers, and all roof finishes, shall be Limited Controlled Facilities which will be owned by the Owners of the Townhomes, but for which the Association shall have certain maintenance obligations. The Association shall have the obligation to repair, maintain and replace the roofs of the Townhomes in the Community as part of a regular maintenance program to preserve the appearance of the entire Community. The costs incurred for this maintenance shall be an expense to be assessed equally among all of the Owners of the Townhomes.

- **Landscaping Areas:** The Association shall have an easement over each Townhome for the maintenance of all vegetation (including grass cutting) planted by the Declarant and/or the Association.

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