

PREPARED BY & RETURN TO:

R.R. Crabtree
Crabtree & Fallar, P.A.
8777 San Jose Blvd.
Jacksonville, FL 32217

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR DEERFIELD TRACE**

THIS DECLARATION is made this 20th day of December, 2004 by RIVER CITY HOMES AND DEVELOPMENT CORPORATION, whose mailing address is 12412 San Jose Blvd., #104, Jacksonville, Florida 32207, hereinafter called "Developer" and is intended to create covenants running with the land described in Exhibit "A" attached hereto and forever binding the owner and his successors and assigns.

RECITALS

A. Developer is the owner of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restriction, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it is desirable to create a nonprofit association. The Deerfield Trace Community, Inc., shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

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

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to Deerfield Trace Community, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "covenants and restrictions").

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

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

(d) "Charges" shall mean and include all General, Special and Parcel Assessments.

(e) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the owners within the

Property. To the extent such facilities have been constructed, the Common Areas shall include, without limitation, parks, walkways, signage, utility and drainage easements, and related facilities. Specifically excluded however, are any lakes, ponds or watercourses which are part or parcel of any residential lot or parcel not owned by the Association.

(f) "Islands and Roundabouts" shall mean and refer to all Islands and Roundabouts within the dedicated Road Right of Way Easement at Deerfield Trace, which shall be maintained by the Association.

(g) "Developer" shall mean and refer to River City Homes and Development Corporation, or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Parcel as defined herein.

(h) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Easements applicable to the Property.

(i) "DRB" shall mean and refer to the Design Review Board as provided in Article VII hereof. The members of the DRB shall be appointed by the Developer.

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

(k) "Parcel" shall mean and refer to any plot of land intended as a site for a House. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard.

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

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

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Parcel, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder.

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

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

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

(r) "Surface Water or Stormwater Management System" means a system consisting of Ponds which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, 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, F.A.C.

(s) "Wetlands" or "Wetlands Buffer" shall mean and refer to all of such areas so designated as such upon the Properties attached as Exhibit "A".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration consists of that land lying in St. Johns County, Florida, which has been more particularly described in Exhibit "A" hereto.

Section 2. No Parcel upon which a house has been constructed shall be further subdivided or separated into smaller Parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Developer shall have the right to modify the subdivision plan of the property if the majority of the Owners to whom Parcels from such plan have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Parcel may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel except as provided for herein.

Section 3. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B Member. Class A Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one member holding an interest in that Parcel lawfully seeks to exercise it.

(b) Class B. Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Developer has conveyed over one hundred percent (100%) of the Parcels within the Property or when the Developer, in his sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon the termination of its Class B membership, the Developer shall be a Class A Member so long as he owns any Parcels.

ARTICLE IV

OWNERS'S RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Parcel, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property of facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Developer or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

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

(g) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any Owner for any period during which any assessment against such Owner's Parcel remained unpaid and for a

period not to exceed 60 days for any infraction of the Association's published rules and regulations.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Parcel, subject to the provisions of the Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Parcel Assessment.

ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation, the Bylaws, promulgated Rules and Regulations, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions restrictions and limitations set forth in the Declaration: operate, maintain and administer all Common Areas and Islands and Roundabouts, signs, associated landscaping and irrigation systems within the Property, administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Parcel in a neat, clean and attractive condition. This is imperative. In the event an Owner fails to do so, the Association shall have the right to clean up the Parcel, cut weeds and

do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screens and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Parcel Assessment, as the case may be.

Section 5. The Association may establish security procedures for the Property. Such procedures may be adopted and from time to time and changed by the Association as the Association Board of Directors chooses in its discretion. Security procedures adopted and provided by the Developer or the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither the Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Parcel against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Parcel at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Parcel within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Parcel basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Parcel, or any other maintenance or special services provided to such Parcel or its Owner, the cost of which is not included in the General Assessment.

Section 5. The initial Assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner by the Developer. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's Parcel, prorated to the date of closing based upon a thirty-day month.

Section 6.

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

(b) All charges against any Parcel pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a

lien on such Parcel. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Parcel, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Parcel, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Parcel.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for charges and for a reasonable charge, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of the year.

(b) Developer shall determine the Association budget for the fiscal year in which a Parcel is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as

the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas, including but not limited to, Wetlands and Wetlands Buffer;

(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by the Developer so long as such property is not being occupied for business or residential purposes. The Developer may assign this exemption right to any entity which acquires two or more Parcels for construction and resale purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 10. In the event the Common Areas owned by the Association are taxed separately from the Parcels deeded to Owners, the association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

Section 11. At Closing, Owners shall make a contribution to the working capital of the Association in the amount of Four Hundred and No/100 Dollars (\$400.00). The working capital contribution will be placed in the general fund of the Association and may be used to fund deficits in the annual budget.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Parcel Owner agrees to be bound hereby.

Section 2. The Developer shall establish the Design Review Board (the "DRB"), which shall consist of up to three (3) members who may or may not be members of the Board of Directors, provided that prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer reserves the right to appoint a majority of the members of the DRB, which appointees do not have to be Owners. Each DRB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove DRB members which Developer has appointed. The DRB shall meet at least monthly at such places as may be designated by the Chairman of the DRB. One (1) member shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the DRB on any matter before it. The DRB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the DRB in performing its functions as set forth herein.

Section 3. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing by the DRB. Modifications subject to DRB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of fences; additions of

awnings, shutters, gates, flower boxes, shelves, statutes or other outdoor ornamentation; installation of patterned or brightly colored internal window treatments; any alterations of the landscaping or topography of the Parcel, including without limitation planting or removal of trees in excess of six (6) inches in diameter at three (3) feet height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property; and all other modification, alterations or improvements visible from Common Areas or other Parcels. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

Section 4.

(a) The DRB shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. The standards and procedures shall be published in writing and made available to all Owners and Builders. It shall be the responsibility of each Owner to obtain a copy of the standards and procedures prior to commencement of the design process of the House or other improvements, and to deliver a copy thereof to the Owner's building architect, contractor, and/or landscape designer, as the case may be.

(b) The plans to be submitted to the DRB for approval shall include (i) two (2) copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the DRB may deem appropriate. One (1) copy of such plans, specifications and related data so submitted shall be retained in the records of the DRB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the DRB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the DRB's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the DRB, will affect the desirability or suitability of the construction. The DRB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. Following approval of any plans and specifications by the DRB representatives of the DRB shall have the right during reasonable hours to enter upon and inspect any Parcel and House, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications

therefor have been approved and are being complied with. In the event the DRB shall determine that such plans and specifications have not been approved or are not being complied with, the DRB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Approval or disapproval of the applications shall be given to the applicant in writing by the DRB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within forty-five (45) days after complete submittal has been made to the DRB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration, and the DRB's design and construction standards.

(e) After approval by the DRB, the proposed improvements must be substantially commenced within twelve (12) months, or approval must once again be obtained from the DRB as provided herein. Once commenced, the construction must proceed diligently.

Section 5. Any Owner may appeal an adverse decision of the DRB to the Board of Directors, who may reverse or modify the decision of the DRB by the majority vote of the Directors.

Section 6. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the DRB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE OF PROPERTY

Section 1. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

(a) Nothing shall be erected, constructed, planted or otherwise place on a parcel in such position so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration.

(b) All Houses constructed on Parcels shall have full stucco, brick or hardee board lap siding and architectural shingles, shall have a minimum of 1,600 square feet of heated and air conditioned living space, as well as a two (2) car garage. All garages must have doors, which shall be maintained in useful condition and shall be kept closed when not in use. Carports will not be permitted. Fences shall be six foot (6') shadowbox fencing to be erected only as far as the rear of the house. Roof pitch no less than 5/12.

(c) Each House shall be located on the Parcel in the following manner:

1. not nearer than twenty-five feet (25') from the front Parcel line;
2. not nearer than ten feet (10') from the rear Parcel line;
3. not nearer than ten feet (10') to any side Parcel line;
4. no building shall be located closer than 10 feet from any existing building on the same Parcel, nor closer than 20 feet from any existing building on any adjoining Parcel. the Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent, and the Declarant may assign such power.

(d) All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from

Common Roads and adjacent properties. Any such visual barrier may consist of either fencing or landscaping and planting which is approved by the DRB in accordance with the terms of this Article.

(e) Each Parcel not owned by Developer shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which will require any occupational license shall be permitted. An owner may not lease his home for a term of less than six (6) consecutive months. Nothing herein shall be deemed to prevent the Owner from leasing his home for a term of not less than six (6) consecutive months, subject to the provisions of the Association Articles, Bylaws and rules and regulations and this Declaration, as they may be amended from time to time. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Association Articles, Bylaws and rules and regulations or this Declaration.

(f) No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other Parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

(g) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain and repair such portion of the Property. No waste will be committed in the Common Areas.

(h) Nothing shall be done or kept on any Parcel or in the Common Areas which will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Parcel or in the Common Areas which will result in the cancellation of insurance on the Property or any other Parcel, of the contents thereof, or which will be in violation of the law.

(i) Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

(j) Pets of the customary household variety, such as cats, dogs, pet birds and fish may be kept by an Owner of his Parcel, but only if such pets do not cause a disturbance or annoyance on the Property and are not raised for any commercial use. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Parcel. The Association reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(k) Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express 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 Developer shall be permitted to post and display advertising signs on the Property and the Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(l) No obstruction or visibility of street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(m) No clothesline, or other clothes drying facility, shall be permitted in the Common Areas, Yards or any area of the Property wherein the same may be visible from any Common Road or any other Parcel.

(n) All garbage and trash containers must be placed and maintained in accordance with Association rules and regulations. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(o) No exterior radio or television antenna, satellite dish or other receiver or transmitting device larger than one meter in diameter or any similar exterior or structure or apparatus may be erected or maintained on any Parcel. All such devices are to be adequately screened from view by passing motorists and neighbors.

(p) Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Parcels. No window air conditioning units shall be installed in any House.

(q) No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be permitted on any Parcel at any time, other than:

(l) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB;

(ii) Temporary structures installed by Developer during the initial construction period;

(iii) Temporary structures on any Parcel during the period of actual construction on that Parcel. Such structure shall be reasonably neat in appearance, no larger than eight feet (8') by ten feet (10') and shall be placed on the Parcel no further forward than the main residential building; and

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

(r) No visible fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area of his Parcel as specifically approved by the DRB.

(s) No soliciting will be allowed at any time within the Property.

(t) The portions of the House visible from other Parcels and the Common Areas, and all Yards and entrances, must be kept in an orderly condition so as not to detract from the near appearance of the Property. The Board of Directors, in its sole discrepancy may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process.

(u) On all Parcels, no trees larger than six inches (6") in diameter at a height of three feet (3') above ground level may be removed outside of the building zone of ten feet (10') from the main dwelling and accessory uses, without written approval of the DRB.

(v) The Builder or Contractor shall supply and install all mailboxes and name signs for such mailboxes which must be approved by the DRB. The DRB shall develop a uniform mailbox standard.

(w) No fence shall be erected without approval by the DRB. All fences shall be six foot (6') shadow box style. No fences shall be installed which restricts or prohibits ingress and egress as granted by easements herein. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the DRB to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant reserve the right to release areas such as sewer lift stations, playgrounds, garbage collection areas, etc., from the above fence restrictions.

(x) Subject to the terms of this section, no commercial vehicles, boats, or trailers of any type shall be permitted to be placed on any Residential Parcel subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a Residential Parcel and completely screened from view of passing motorist, neighboring Residential Parcels, or lake traffic. None of these type of vehicles can be placed in the side yard of a corner Parcel on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on a Residential Parcel. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the Parcels. for purposes of this paragraph, a vehicle which his ½ tone or less truck used as transportation to and from the Residential Parcel Owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted on a Residential Parcel unless specifically approved by the DRB..

(aa) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer and its agents, employees, successors and assigns to maintain and to carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale, or the developing of, the Parcels and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided the location of any construction trailers of any assignees of Developer's rights under this section shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model

residences or as offices for the sale of Parcels and for related activities. Developer's right of use, as described hereinabove, shall continue even after conveyance of any of all of the Common Areas to the Association.

(bb) No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials, shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the following day.

Section 2. The Board of Directors may, from time to time, adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels and Common Areas, and facilities or services made available to the Owners.

Section 3.

(a) For the purpose of preserving an environment for the migratory bird population, no trees which remain on any of the Common Areas at the time of the closing of the purchase and sale of the first Parcel shall be felled, removed or cut down unless such tree represents a hazard to the improvements upon any part of the Property and/or to persons occupying or utilizing any or all of the Property.

(b) The Developer has, to the greatest extent possible, utilized canopy and understory species of vegetation native to the Property in landscaping the Common Areas. Accordingly, the landscaping of the Common Areas shall be maintained substantially as it exists at the time of the closing of the purchase and sale of the first Parcel.

Section 4. Compliance.

(a) It shall be the responsibility of each Owner to conform and abide by the rules and regulations in regard to the use of the Parcels and Common Areas which may be adopted in writing from time to time by the Board of Directors, or the DRB, and to see that his family members, guests, tenants, employees, agents and contractors do likewise.

(b) Upon violation of any of the rules and regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration by an Owner, or his family members, tenants or guests, the Association may levy fines against the Owner and his Parcel as determined by the Board of Directors or suspend the voting rights of the Member. To enforce the rules and regulations or

provisions of this Declaration, the Association, or any Owner may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party shall recover costs and attorneys fees in such suit.

Section 5. Employees, agents and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, the said Association assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

Section 6. Surface Water or Stormwater Management System. The Deerfield Trace Community, Inc. 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. The Association shall be responsible for such maintenance and operation. 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.

Section 7. Maintenance and operation of swales. The owner and successors in interest shall be responsible for the maintenance, operation, and repair of the swales on the property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other St. Johns River Water Management District . Filling, excavating, or otherwise obstructing the surface water flow in the swales is prohibited. Prior to home construction by property owners, Association shall mow and provide maintenance as deemed necessary for individual parcels with the budget to reflect such costs. Upon completion of construction, an owner may petition the Association to stop maintenance on the owner's parcel and have the Association dues adjusted down to reflect the pro rata portion of the Association's mowing and related costs.

ARTICLE IX

AMENDMENT

Any amendment to the Covenants and Restrictions which alter 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.

ARTICLE X

ENFORCEMENT

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 Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE XI

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1.

(a) Developer reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Parcel line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Parcels, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

(b) Developer hereby reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Parcel line for access, ingress, egress and for drainage. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain drainage facilities and equipment on the Property, to excavate for such purposes and to affix and maintain pipes under the Parcels, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in place of, any other recorded easements on the Property.

Section 2. Developer reserves for itself and for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up payment or to take any other similar action reasonably necessary, following which Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Developer, or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Developer, or the Association, and shall not be construed to obligate Developer, or the Association to take any affirmative action in connection therewith.

Section 3. Developer hereby reserves for itself, the Association and the Owners an easement over and under all lakes and retention ponds within the Property for drainage of surface water.

Section 4 To the extent that any improvements constructed by Developer on, or if any Parcel encroaches on, any other Parcel or Common Area, whether by reason of any deviation from the subdivision plan of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

ARTICLE XII

GENERAL PROVISIONS

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or had delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 5. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner (including the Developer) or the Association by a proceeding at law or in equity

against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 6. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 7. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 8. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.

(a) Subject to the provisions of Article X, Section 9, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein.

(b) Subject to the provisions of Article X, Section 9, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Parcel or the Common Areas is materially and adversely altered thereby.

(c) This Declaration may be also amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by (i) a majority vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be

effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 10. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on the Parcels encumbered by Mortgages. Any such consent requested by Developer of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 11. Any and all legal fees including but not limited to attorneys' fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Parcel in favor of the Association.

Section 12. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 13. All rights and privileges herein conferred by the Developer shall be exercisable by such successor in title as is designated by Developer. In addition, all rights and privileges herein contained shall be assignable by Developer.

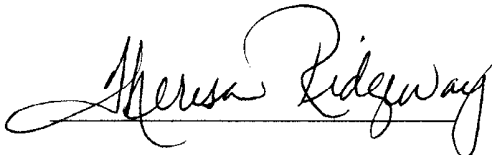
Section 14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

Section 15. The Owner, or Owners, of all Parcels abutting the lakes within the Property shall, by virtue of having acquired said Parcels subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any

other damage arising from or out of any occurrence in, upon or at or from the lakes, or any part thereof, or occasioned wholly or in part by any act of omission of Owners, Owners' agents, contractors, employees, servants, licensees, or concessionaires with the Property.

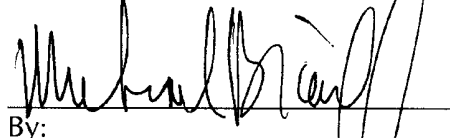
IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:



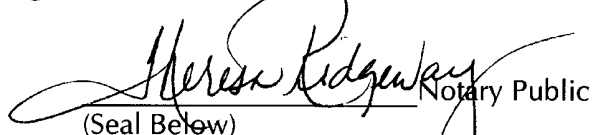
Theresa Ridgeway

RIVER CITY HOMES AND
DEVELOPMENT CORPORATION


By: _____
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of December, 2004, by MICHAEL L. BRANIFF, President of RIVER CITY HOMES AND DEVELOPMENT CORPORATION, who (☒) is personally known to me or (☐) has produced _____ as identification and who did take an oath and acknowledge that he executed same on behalf of the corporation.


(Seal Below) Notary Public
Name Stamp:

F:\DOCS\TLR\CORP\braniff\deerfield\c&rs.wpd



EXHIBIT "A"

A parcel of land situated in Sections 13 and 24, Township 8 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Begin at the southwest corner of Watson Woods as recorded in Map Book 26, pages 24 and 25 of the public records of said county, Thence South 00°38'51" East, 30.00 feet to the South line of those lands described in Official Records Book 958, Page 371 of said public records; thence South 89°50'09" west along said south line 659.62 feet to the east line of the west half (½) of the west (½) of the northeast ¼ of said Section 24; thence South 01°02'36" east along said east line 880.95 feet; thence South 89°50'09" west 1971.97 feet to the east line of the west ½ of the northwest ¼ of said Section 24; thence North 01°01'57" west along said east line of the west ½ of the northwest ¼ a distance of 880.95 feet to the southwest corner of those lands described in Official Records Book 777, page 196 of said public records; thence north 89°50'09" east along the south line of said lands described in Official Records Book 777, Page 196 a distance of 1325.24 feet; thence north 01°02'53" west 30.00 feet to the Southwest corner of those lands described in Official Records Book 782, page 1212 of said public records; thence North 89°50'09" east along the south line of those lands described in Official Records Book 782, page 1212, Official Records Book 782, page 384, Official Records Book 1216, page 1183 and Official Records Book 1488, page 1895 all of said public records, a distance of 1306.40 feet to the point of beginning.

The aforescribed parcel contains 40.8 acres more or less.

Prepared by:
Dorothy Barr
Scott & Sheppard, P.A. Attorneys at Law
99 Orange Street
St. Augustine, Florida 32084-3564

File Number: 01-1104

Public Records of
St. Johns County, FL
Clerk# 02-022442
O.R. 1747 PG 158
04:19PM 04/16/2002
REC \$9.00 SUR \$1.50
Doc Stamps \$2,345.00

General Warranty Deed

Made this March 15, 2002 A.D. By **George Cachy and Francine Cachy, his wife**, 1847 Main Street, East Hartford, CT 06108-1024, hereinafter called the grantor, to **River City Homes And Development Corporation, A Florida Corporation**, whose post office address is: 12412 San Jose Blvd., Suite 104, Jacksonville, FL 32223, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

SEE ATTACHED SCHEDULE "A" BY THIS REFERENCE MADE A PART HEREOF

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **140430-0030**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2001.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Lisa Gregus
Witness Printed Name Lisa Gregus

Catarina Inacio
Witness Printed Name Catarina Inacio

George Cachy (Seal)
George Cachy
Address: 1847 Main Street, East Hartford, CT 06108-1024

Francine Cachy (Seal)
Francine Cachy

State of Connecticut **
County of Hartford **

The foregoing instrument was acknowledged before me this March 15, 2002, by George Cachy and Francine Cachy, his wife, who is/are personally known to me or who has produced A VALID DRIVERS LICENSE as identification.

Lisa J. Gregus
Notary Public
Print Name: Lisa J. Gregus
My Commission Expires: My Commission Expires June 30, 2004

OR1747PG0159

SCHEDULE "A"

Parcel One:

The North 40 acres being the North 890 feet of the East Half (E1/2) of the Northwest Quarter (NW 1/4), and the West Half (W 1/2) of the Northeast Quarter (NE 1/4), of Section 24, Township 8 South, Range 29 East, St. Johns County, Florida.

Parcel Two:

The Southerly 30 feet of the following described parcel of land: Beginning at the Southwest corner of Lot Four (4) in Section 13, Township 8 South, Range 29 East, on the South line of said Lot Four (4), thence run East twenty chains to the Southeast corner of said Lot Four (4), thence North on the East line of said Lot Four (4) ten chains to a point on said line, thence West parallel with South line of said Lot Four (4), twenty chains to a point on the West line of said Lot Four (4), thence South on the West line of said Lot Four (4), ten chains to the Southwest corner of said Lot Four (4) and place of beginning.

Together with perpetual easements for drainage from Webster Felix to Waldo S. Scales, dated September 12, 1972 and recorded in Official Records Book 217, page 913, and from Julius Cullar and Essie P. Cullar, his wife; Geraldine C. Long and George Long, her husband to Waldo S. Scales, dated September 14, 1972 and recorded in Official Records Book 218, page 153. Also together with easement for drainage and maintenance from Rose J. Stevens to George Cachy and Francine Cachy, his wife, dated September 4, 1992, and recorded in official Records Book 958, page 373, all of the public records of St. Johns County, Florida.

77 7321

REF 340 PAGE 760 FORM 4

This Indenture, Made this 1st day of July, A. D. 1977.
Between WALDO S. SCALES and ELIZABETH SCALES, his wife,

of the County of St. Johns and State of Florida
parties of the first part, and CLEMENS BYATT and JEAN E. BYATT, his wife,
whose mailing address is: 2724 Randy Road, Jacksonville, Florida 32216,

of the County of Duval and State of Florida

parties of the second part. **Witnesseth**, that the said parties of the first part, for and in consideration of the sum of ---Ten and no/100 (\$10.00)--- Dollars, and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the County of St. Johns, and State of Florida, more particularly described as follows:

PARCEL 1: The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, Township 8 South, Range 29 East.

PARCEL 2: The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 East.

PARCEL 3: The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 East.

PARCEL 4: The W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 East.

TOGETHER WITH a non-exclusive easement for access and drainage over the North 45 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 East.

TOGETHER WITH a 30-foot non-exclusive easement for road purposes along the South side of property described as follows:

Beginning at the Southwest corner of Lot Four (4) in Section 13, Township 8 South, Range 29 East, on the South line of said Lot Four (4), thence North on East line of said Lot Four (4) ten chains to point on said line, thence West parallel with South line of said Lot Four (4), twenty chains to a point on the West line of said Lot Four (4), thence South on west line of said Lot Four (4), ten chains to Southwest corner of said Lot Four (4) and place of beginning.

TOGETHER WITH all of Grantors' right, title and interest in and to
(Continued on reverse side hereof)

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: **To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said parties of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances except 1977 taxes and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in our presence:

Waldo S. Scales
Elizabeth Scales

Waldo S. Scales

Elizabeth Scales

This instrument prepared by: Hamilton D. Upchurch
Upchurch and Upchurch, P.A.
Address: 501 Atlantic Bank Building
St. Augustine, Florida 32084

State of FLORIDA
County of ST. JOHNS

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

WALDO S. SCALES and ELIZABETH SCALES, his wife,
to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 1st day of July, A. D. 1977.



Tera S. Hearnage
Notary Public, State of Florida at Large
My commission expires January 30, 1979

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

JUL 6 4 42 PM '77

Oliver A. Smith
CLERK CIRCUIT COURT

CAV UPBORN AND UPBORN, 111
Post Office Box 170
St. Augustine, Florida 32084

State of Florida - 370.00
County - 143.00
Recd - 6.00
539.00

Warranty Deed
To
Abstract of Description
Date

(Continued from reverse side hereof):
easements for drainage from Webster Felix to Waldo S. Scales dated September 12, 1972, and recorded in Official Records Book 217, Page 913, St. Johns County Records, and from Julius Cullar and Essie P. Cullar, his wife, Geraldine C. Long and George Long, her husband, to Waldo S. Scales dated September 14, 1972, and recorded in Official Records Book 218, Page 153, St. Johns County Records.

SUBJECT TO a 30-foot non-exclusive easement for access along the East boundary of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 East, retained in Grantors.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JUL 6 1977
370.00

DOCUMENTARY STAMP TAX
FLORIDA
JUL 6 1977
143.00

THIS INSTRUMENT PREPARED BY:
Judith G. Shine, Esquire
Suite 612, Atlantic Bank Building
St. Augustine, Florida 32084

TITLE TO PROPERTY NOT EXAMINED
OR APPROVED
LAW OFFICES OF MILLER, SHINE &
TRAYNOR, P.A.

Chris Indenture TEL 669 PAGE 1820

85 0470

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto, the use of the singular shall include the plural, and the plural the singular, the use of any gender shall include all genders; and, if used, the term "male" shall include all the males herein described if more than one.

Made this _____ day of _____ A. D. 19 85
Between
CLEMENS BYATT and JEAN E. BYATT, his wife

St. Johns _____ and State of _____ Florida _____, of the County of _____
and JULIUS CULLAR _____ party of the first part,
54 Lovett Street, St. Augustine, Florida, 32084,

St. Johns _____ and State of _____ Florida _____, of the County of _____
Witnesseth, that the said party of the first part, for and in consideration of
the sum of -----Ten and no/100 (\$10.00)----- + + + + + Dollars,
in hand paid by the said party of the second part, the receipt whereof is hereby acknowl-
edged, has remised, released and quitclaimed, and by these presents does remise,
release and quitclaim unto the said party of the second part all the right, title, interest
claim and demand which the said party of the first part has in and to the following
described lot, piece or parcel of land, situate lying and being in the County of
St. Johns, _____ State of Florida, to wit:

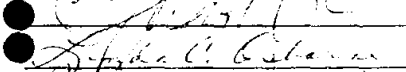
An easement over the N 15' of the W 1/2 of the NE 1/4 and the E 1/2 of the
NW 1/4 of Section 24, Township 8 South, Range 29 E, St. Johns County, Florida
This easement is being given for ingress and egress purposes.

DESCRIPTION
REVISED

To Have and to Hold the same, together with all and singular the
appurtenances thereunto belonging or in anywise appertaining, and all the estate,
right, title, interest and claim whatsoever of the said party of the first part, either in
law or equity, to the only proper use, benefit and behoof of the said party of the second
part.

In Witness Whereof, the said party of the first part has hereunto set his
hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:



Julius Cullar

Clemens Byatt

Jean E. Byatt

State of Florida,

County of ST. JOHNS

I Hereby Certify That on this day personally appeared before me, an officer
duly authorized to administer oaths and take acknowledgments,

CLEMENS BYATT

to me well known to be the person described in and who executed the foregoing
instrument and he acknowledged before me that he
executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Augustine,
County of _____ St. Johns _____ and State of Florida, this
day of _____ A. D. 19 85

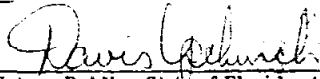
Notary Public, State of Florida
My Commission Expires Dec. 28, 1985
Notary Public
My Commission Expires _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

REC 669 PAGE 1821

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JEAN E. BYATT, to me well known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal, at St. Augustine, County of St. Johns, and State of Florida, this 26th day of March, 1985.


Notary Public, State of Florida at Large
My commission expires:

JOHN DAVIS, Notary Public
My Commission Expires 12-31-1988

RECEIVED
MAR 26 PM 3:30
ST. AUGUSTINE, FLORIDA

Quit-Claim-Deed

WITNESSES

Notary Public

State of Florida

County of St. Johns

City of St. Augustine

19

Dated

Judith C. Shine, Esquire

Miller, Shine & Traynor, P.A.

Suite 612, A. B. Building

St. Augustine, Florida 32084

TITLE TO PROPERTY NOT EXAMINED

OR APPROVED - LAW OFFICES OF

MILLER, SHINE & TRAYNOR, P.A.

85 6882

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders, and, if used, the term "note" shall include all the notes herein described if more than one.

670 PAGE 525

Made this 7th day of March
Between CLEMENS BYATT

A. D. 19 85

of the County of St. Johns in the State of Florida
party of the first part, and JEAN E. BYATT

35 Crazy Horse Drive, St. Augustine, Florida, 32084

of the County of St. Johns in the State of Florida
party of the second part,

Witnesseth that the said party of the first part, for and in consideration of the sum of ----- Ten and no/100 (\$10.00) ----- Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of St. Johns, State of Florida, to wit:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, Township 8 South, Range 29 East,
St. Johns County, Florida,

TOGETHER WITH an easement for road purposes along the N 15' of the
E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 E, St. Johns
County, Florida

4-3-85 12:30 PM
Clerk
By Notary Public
[Signature]

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Clemens Byatt

State of Florida

County of ST. JOHNS

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

CLEMENS BYATT,

to me well known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Augustine,
County of St. Johns, and State of Florida, this
day of 1/1/85, A. D. 19 85.

My Commission Expires

Notary Public

Notary Public, State of Florida
My Commission Expires Dec. 28, 1987

DESCRIPTIVE
VERIFIED

79 6207

FN-5661-R (HDI)

OFF REC 412 PAGE 515

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, Made the _____ day of _____, 1979, by WALDO S. SCALES and ELIZABETH SCALES, his wife, hereinafter called the Grantors, to ST. JOHNS COUNTY, a Political Subdivision of the State of Florida, whose post office address is St. Johns County Courthouse, St. Augustine, Florida 32084, hereinafter called the Grantee,

WITNESSETH: That the Grantors, for and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Johns County, Florida, viz:

A non-exclusive easement for road purposes in and to the herein described parcel being a 30 foot wide roadway, the South line being coincident with the Westerly extension of the centerline of Watson Road (a paved County Road), the South line of the Easterly 1/2 being also coincident with the Northerly line of the Crescent Technical Park property, said 30 foot wide strip being described as:

The South 30 feet of Government Lot 4, Section 13, Township 8 South, Range 29 East (said 30 feet being measured at right angles to the South line of said Government Lot 4), St. Johns County, Florida.

Reserving unto Grantors the right to maintain the drainage ditch situate on said easement to keep said ditch free flowing.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; and hereby warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Waldo S. Scales

Waldo S. Scales (SEAL)

Elizabeth Scales

Elizabeth Scales (SEAL)

THIS INSTRUMENT PREPARED BY:
HAMILTON & HUGHES
CHICAGO & CINCINNATI, PA.

501 Atlantic Bank Bldg. - St. Augustine, Florida 32084

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
\$ 00.50
JAN 1979
11226

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WALDO S. SCALES and ELIZABETH SCALES, his wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April 1979.

Frank S. Scales
Notary Public, State of Florida at Large

My commission expires January 30, 1983

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHN'S COUNTY

1979 MAY 10 PM 4:43

Alvin H. Scales
CLERK OF THE COURT

SS 3550

O.R. 773 PG 0635

N O N - E X C L U S I V E A C C E S S E A S E M E N T

THIS INDENTURE, Made this 17th day of February, 1988, BETWEEN HAROLD GILLIAM and IRENE GILLIAM, his wife grantor, and JULIUS C. CULLAR and ESSIE P. CULLAR, his wife grantee, whose post-office address is: 84 Robert St., St. Augustine, FL 32084

[The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.]

W I T N E S S E T H: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, an easement for ingress, egress and road purposes over and upon the Northly 30 feet of the following described land, situate, lying and being in St. Johns County, Florida, to wit:

The Southerly 30 feet of the following described parcel of land:

Beginning at the Southwest corner of Lot Four (4) in Section 13, Township 8 South, Range 29 East, on the South line of said Lot Four (4), thence run East Twenty Chains to the Southeast corner of said Lot Four (4), thence North on the East line of said Lot Four (4) Ten Chains to a point on said line, thence West parallel with South line of said Lot Four (4), Twenty Chains to a point of the West line of said Lot Four (4), thence South on the West line of Lot Four (4), Ten Chains to the Southwest corner of said Lot Four (4) and place of beginning, containing twenty acres, more or less.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Paul J. Eli
WITNESS

Stacy P. Cullar
WITNESS

Harold Gilliam
HAROLD GILLIAM

Irene Gilliam
IRENE GILLIAM

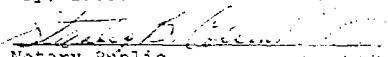
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me an officer duly

O.R. 773 PG 0636

qualified to take acknowledgements personally appeared HAROLD GILLIAM and IRENE GILLIAM, his wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same.

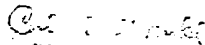
WITNESS my hand and official seal in the County and State last aforesaid this 27th day of February, 1988.


Notary Public
My Commission Expires: Feb 27, 1991

THIS INSTRUMENT WAS PREPARED BY: J. Russell Collins, an employee of COLLINS TITLE & ABSTRACT CO., INC., 139 KING STREET, ST. AUGUSTINE, FLORIDA 32084, as a necessary incident to fulfill the requirements of a Title Insurance Binder issued by it.

FILED IN 773 PG 0636

200 FEB 12 PM 2:31


J. Russell Collins
Notary Public

88 3351

NON-EXCLUSIVE ACCESS EASEMENT

THIS INDENTURE, Made this 17th day of February 1988, Between JULIUS S. CULLAR and ESSIE P. CULLAR, his wife, grantors, and CLEMENS BYATT, a single man, grantee, whose post-office address is: 10 Dolphin Drive, St. Augustine, FL 32084

[The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.]

WITNESSETH: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, an easement for ingress, egress and road purposes over and upon the following described land, situate, lying and being in St. Johns County, Florida, to wit:

The South 30 feet of the following described parcel of land:

A parcel of land containing 56.59 acres more or less, and being all of the East half of the Southwest Quarter of Section 13, Township 8 South, Range 29 East, St. Johns County, Florida, except the following: Beginning at the Northeast corner of said East half of the Southwest Quarter of Section 13; thence South 00 degrees 11 minutes 34 seconds East, on the East line of said East half of the Southwest Quarter of Section 13, a distance of 755.57 feet; thence North 89 degrees 36 minutes 07 seconds West 1,317.06 feet; thence North 00 degrees 15 minutes West, on the West line of said East half of the Southwest Quarter of Section 13, a distance of 768.97 feet; thence South 89 degrees 36 minutes 07 seconds East, on the North line of said East half of the Southwest Quarter of Section 13, a distance of 1,317.83 feet to the Point of Beginning.

IN WITNESS WHEREOF, Grantors have hereunto set grantors' hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Stanley B. Collins
WITNESS

Julius S. Cullar
JULIUS S. CULLAR

Susan E. Hamon
WITNESS

Essie P. Cullar
ESSIE P. CULLAR

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements personally appeared JULIUS S. CULLAR and ESSIE P. CULLAR, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this

O.R. 773 PG 0638

12th day of February 1988.

Stanley B. Collins
Notary Public, State of Florida
at Large
My Commission Expires: February 12, 1991

THIS INSTRUMENT WAS PREPARED BY: Alona K. Alcorn, an employee of COLLINS TITLE & ABSTRACT CO., INC., 139 KING STREET, ST. AUGUSTINE, FLORIDA 32084, as a necessary incident to fulfill the requirements of a Title Insurance Binder issued by it.

FILED AND INDEXED IN
ST. AUGUSTINE, FLORIDA

FEB FEB 12 PM 2:31

Collins Title & Abstract Co., Inc.
139 King Street
St. Augustine, Florida 32084

Scott & Sheppard

Prepared by and return to:
Scott & Sheppard, P.A.
99 Orange Street
St. Augustine, Florida 32084

Public Records of
St. Johns County, FL
Clerk# 03-080246
O.R. 2077 PG 60
03:18PM 10/28/2003
REC \$13.00 SUR \$2.00
Doc Stamps \$0.70

STATE OF FLORIDA }
COUNTY OF ST. JOHNS }

DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT, dated this 20 day of October, 2003, is from RIVER CITY HOMES INCORPORATED, whose mailing address is 12412 San Jose Blvd., #104, Jacksonville, FL 32223 (Grantor), to RAYONIER TIMBERLANDS OPERATING COMPANY, LP, LIMITED PARTNERSHIP, a Delaware limited partnership, authorized for and doing business in the State of Florida, (hereinafter Grantee).

WITNESSETH

THAT, FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS and other valuable considerations in hand paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, said Grantor hereby grants, bargains, sells, conveys and warrants to the Grantee, its successors and assigns, a non-exclusive Drainage easement upon the terms herein specified. The Drainage Easement shall be limited to, and encumber the following described DRAINAGE EASEMENT "A", which shall be referred to herein as the "Easement" or "Easement Premises":

A DRAINAGE EASEMENT SITUATION IN THE NORTHWEST QUARTER (1/4) OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE N 01° 01' 57" W ALONG THE EAST LINE OF THE WEST HALF (1/2) OF SAID NORTHWEST QUARTER (1/4) A DISTANCE OF 1774.48 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE N 01° 01' 57" W ALONG SAID EAST LINE 228.50 FEET; THENCE S 45° 09' 51" E 323.11 FEET; THENCE S 89° 50' 09" W 225.01 FEET TO THE POINT OF BEGINNING. THE AFOREDESCRIBED PARCEL CONTAINED 0.59 ACRES MORE OR LESS.

RESERVING UNTO GRANTOR AND EXCEPTING from this grant to the Grantee, its successors and assigns, all and whatsoever rights of ingress and egress to and over said above-described Easement Premises.

THIS GRANT is made upon the following terms:

1. This Drainage Easement is granted for the express purpose of establishing a drainage right of way for the use and benefit of the adjoining properties. In the event functioning drainage or maintenance should be abandoned, or if through acts of third parties or of governmental entities downstream outfall(s) for the drainage preclude use of the easement for the purpose herein granted, then and in that event the condition, premises and consideration of this Grant shall have failed, and Grantor, its successors and assigns, may thereupon reenter upon the premises, terminate the estate herein granted to Grantee, and possess the premises as heretofore, unencumbered by this Drainage Easement.
2. Any and all drainage work(s) and use shall be done at the sole expense of Grantor and with as little inconvenience to the Grantor or Grantee as is consistent with reasonable progress, and in strict accordance with all applicable state, federal and local ordinances and the rules and regulations set forth by the United States Army Corps of Engineers concerning wetlands preservation.
3. Lands of Grantor and Grantee as to which this easement is adjacent, or which they may be or become appurtenant, may drain, naturally or by constructed systems, into the Easement Premises.
4. Responsibility for maintenance of drainage ditches constructed by Grantor within the Easement Premises shall lie with Grantor and no responsibility for maintenance thereof shall be assumed by Grantee.
5. Grantor and Grantee shall indemnify and hold harmless the other party against any and all damages that the other party may sustain by reason of the permitting, construction and maintenance upon the Easement Premises or as may be appurtenant to the Drainage Easement.
6. Grantor makes no warranties nor representations concerning the condition of the Easement Premises, nor its suitability, nor the applicability of any state, federal, or local governmental land use restrictions: Grantor makes no warranty other than the warranty of sufficient authority to grant this easement. It shall be the sole responsibility of Grantor to determine the applicability of all state, federal and local governmental laws, or regulations that may affect its intended use, and to secure and satisfy any such governmental permits and conditions as may be applicable.
7. This Grant of Drainage Easement is subject to all restrictions, exceptions, reservations, conditions and covenants of record, together with any easement(s) or right(s) of way as may be of record, in existence, or apparent from an inspection or survey of the Easement

Premises. This Grant of Drainage Easement is by and in the nature of a quitclaim, with Grantor warranting to Grantee only the authority of its execution. and granting to Grantee only so much rights by and under this Grant of Drainage Easement as is consistent with Grantor's record title in and to the property through which this Drainage Easement may pass.

8. The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that the Grantor bears the cost of relocation of the drainage facilities located within the Easement Area. At Grantor's request, and upon relocation of the drainage easement at the Grantor's expense, the Grantee and the Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor. Further, Grantee agrees that in the event Grantor or its successors or assigns shall plat the property which is subject to the easement herein granted, or any part thereof, Grantee shall execute any and all such documents as may be reasonably necessary to incorporate the Easement Area into such plat. If in such event St. Johns County requests or requires that the Easement Area be deeded or dedicated to the County for use and/or maintenance of same, Grantee shall reconvey this easement as necessary to comply with such requirements.

9. The terms "Grantor" and "Grantee", this Grant of Drainage Easement runs to the successors and assigns of both parties, as an appurtenance to the land.

IN WITNESS WHEREOF, the Grantor has hereunto executed this easement, the day and year first above written.

RIVER CITY HOMES INCORPORATED,
a Florida corporation

Gina M. Russo
Name: Gina M. Russo

By: Michael Braniff
Michael Braniff
Its: President

Christina V. Emery
Name: CHRISTINA V. EMERY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged and signed before me this 20 day of October 2003, by MICHAEL BRANIFF, as PRESIDENT for RIVER CITY HOMES AND DEVELOPMENT CORPORATION, a Florida corporation, _____ who has produced _____ as valid identification or ☒ who is personally known to me.

Patricia A. Colanero

Notary Public—State of Florida

Printed Name:

My Commission Expires:



Patricia A. Colanero
MY COMMISSION # CC962957 EXPIRES
December 6, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

PREPARED BY AND AFTER
RECORDING RETURN TO:

D.R. Repass, P.A.
501 Riverside Avenue, Ste 901
Jacksonville, FL 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of April 19, 2013, by **Alsop, Inc.** a Florida corporation, whose address is P.O. Box 1389, St. Augustine, Florida 32085 (hereinafter called the "Grantor"), in favor of **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is: 1560 Wells Road, Bldg. A, Suite 105, Orange Park, Florida 32073 (hereinafter called the "Grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situated in St. Johns County, Florida (the "Property"), as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through or under Grantor alone, but against none other.

The Property is subject to the taxes and other matters set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference; however, this reference shall not serve to reimpose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Sign: [Signature]
Witness #1
Print: Danielle Fireman

Sign: [Signature]
Witness #2
Print: Dawn M. Sanson

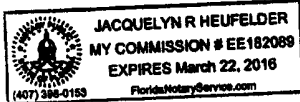
Alsop, Inc., a Florida corporation

By: [Signature]
Name: Jesse Killebrew
Title: President

STATE OF FLORIDA
COUNTY OF St. Johns

I hereby certify that the foregoing instrument was acknowledged before me this 19th day of April, 2013, by Jesse Killebrew as President of Alsop, Inc., a Florida corporation, on behalf of the company. He/She [X] is personally known to me, or [] has produced _____ as identification.

Affix Notary Stamp or Seal Below:



[Signature]
NOTARY PUBLIC - signature above
Printed Name: Jacquelyn R Heufelder

EXHIBIT "A"
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Lots 5, 7, 8, 9, 43, 50, 59 and 62 of DEERFIELD TRACE, according to the Plat thereof as recorded in Map Book 51, Page(s) 98 through 104, inclusive, of the Public Records of St. Johns County, Florida.

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
2. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 2347 Page 1061, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Easement recorded in Book 1747 Page 158 of the public records of St. Johns County, Florida.
4. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of DEERFIELD TRACE, as recorded in Plat Book 51, Page(s) 98-104, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Ordinances recorded in Book 867, Page 57 and Book 1851 Page 625.
6. Items shown on surveys prepared by Bartram Trail Surveying, Inc., Project Number 132-13-018, Electrical Vault; Project Number 132-13-020, Transformer Pad; and Project Number through 132-13-022, Electric Vault and Transformer Pad.