

Section 10.20 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.21 **Swimming Pools**. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARB and in no event shall any above-ground swimming pool be permitted.

Section 10.22 **Gardens and Play Equipment**. No vegetable garden, hammock, statuary or play equipment (including, without limitation, basketball goals) shall be constructed, erected or maintained upon any Lot unless the type and location thereof has been previously approved by the ARB.

Section 10.23 **Mailboxes**. All mailboxes and mailbox posts shall be of a similar style and color as that installed initially by Developer or a builder.

Section 10.24 **Exteriors**. Any change to the exterior color, finish or texture of any improvement located on a Lot, including, without limitation, the dwelling, the roof on any dwelling or any fence, must be approved by the ARB.

Section 10.25 **Clothesline**. No exterior clothesline of any type shall be permitted upon any Lot.

Section 10.26 **Entry Features**. Owners shall not alter, remove or add improvements to any entry features constructed by Developer on any Lot, or any part of any easement area associated therewith without the prior written consent of the ARB.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot.

Section 11.2 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or

adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.3 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.4 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, waterbodies, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 11.5 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Remedies for Violations.

(a) If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial, arbitration, or mediation preparation, trial, arbitration, mediation and appellate proceedings and in bankruptcy. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

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

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

(d) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

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

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

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

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

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

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

(k) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the

Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 12.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided.

So long as Developer owns a Lot, no Developer related amendment shall be made to the Declaration, to any Supplemental Declaration, to the Articles, Bylaws, Rules and Regulations, or any other similar Association document, nor shall any such Developer related amendments or documents be executed, adopted or promulgated by the Association or the Board of Directors unless such Developer related amendment or document shall be specifically approved in writing by Developer in advance of such execution, adoption, promulgation and recording. Any of the following shall be considered to be a Developer related amendment:

- (a) Discriminates or tends to discriminate against Developer as an Owner or otherwise;
- (b) Directly or indirectly by its provisions or in practical application relates to Developer in a manner different from the manner in which it relates to other Owners;
- (c) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (d) Denies the right of Developer to convey the Common Areas to the Association;
- (e) Modifies the basis or manner of Association assessments as applicable to Developer or any Lots owned by Developer;
- (f) Modifies the provisions of Article VI (architectural control) as applicable to Developer or any Lots owned by Developer;
- (g) Denies the right to Developer, its contractors and subcontractors, to maintain temporary construction trailers, sheds or other buildings upon the Property; or

Alters or repeals any of Developer's rights or any provision applicable to Developer's rights as set forth in any provision of this Declaration or other document applicable to Developer.

The decision to approve or not approve any Developer related document or Amendment by Developer shall be in the sole and absolute discretion of Developer and Developer shall not be liable to the Association, its Members or any party as a result of granting or refusing to grant such approval.

Subject to the foregoing, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by:

(1) Developer, until transition of the Association control from Developer to non-Developer Members as contemplated by Section 720.307, Florida Statutes or

(2) By Owners holding not less than two-thirds vote of the membership in the Association or by an instrument signed by the President and Secretary of the Association attesting that such instrument was approved by Members entitled to vote two-thirds (2/3) of the total votes of the Association at a meeting of the Members called for such purpose. Any amendment must be properly recorded in the Public Records of the County to be effective.

Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida. For so long as there is a Class B Membership and provided HUD or VA shall have insured or hold a mortgage within the Property, the following actions shall require approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, dedication of any portion of the Common Area, and amendment of this Declaration.

Section 12.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 12.9 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR

RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

ARTICLE XIII

ENVIRONMENTAL PROTECTION PROVISIONS

Section 13.1 Definitions:

- (a) **Conservation Tract.** Areas designated on the Plat as "Conservation Tract."
- (b) **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property.

Section 13.2 Maintenance of Surface Water or Stormwater Management System. The Association shall maintain all waterbodies, lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones

DocNo

located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), and the City of Jacksonville, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by local, state and federal authorities having jurisdiction.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water and Stormwater Management System. Maintenance of the Surface Water and Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. 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 SJRWMD.

All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the SJRWMD.

Section 13.3 **Association Powers and Duties.** The Association shall operate, maintain, and manage the surface water or stormwater management systems in a manner consistent with SJRWMD Permits No. 40-031-96875-1 and 40-031-96875-2 requirements and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants herein contained. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Section 13.4 **Assessments.** Assessments (as provided in Article VII) shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures, and drainage easements.

Section 13.5 **Jurisdictional Areas and Permits.** **THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE PERMITS ISSUED BY THE ACOE, SJRWMD OR OTHER ENVIRONMENTAL AGENCIES ("PERMITS").**

THE PERMITS ARE, OR WILL BE, OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION TRACTS (INCLUDING CONSERVATION EASEMENTS) SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

Section 13.6 **Permit Responsibilities and Indemnification.** The Association shall be solely responsible for maintenance and operation of the Surface Water or Stormwater Management System pursuant to the Permit and the plat of the Subdivision. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.7 **Easements.** The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water and stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SJRWMD.

Section 13.8 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards. These easements shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration or to disturb any Conservation Tract or jurisdictional wetland area. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 13.9 **Enforcement.** The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional

wetlands or conservation areas subject to the control of the SJRWMD, and it shall be the Association's responsibility to assist the SJRWMD in any such enforcement proceedings.

Section 13.10 **Amendment.** Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD.

Section 13.11 **Dissolution.** This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 27th day of January, 2006.

Signed, sealed and delivered
in the presence of:

Gerald W. Doyle
GERALD W. DOYLE

(Print Name)

Caroline E Pearlmutt
Caroline Pearlmutt

(Print Name)

KB Home Jacksonville, LLC
a Delaware limited liability company

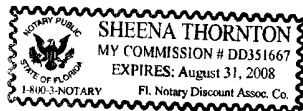
By: [Signature]

Name: Chris Raley

Title: Senior Vice President of Land

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by Chris Raley as Senior Vice President of Land of KB Home Jacksonville, LLC on behalf of the Delaware limited liability company.



[Signature]
(Print Name Sheena Thornton)

NOTARY PUBLIC, State of

Florida at Large

Commission # _____

My Commission Expires: 8/31/08

Personally Known ☒ _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced

EXHIBIT A

Legal Description of the Property

Lots 1- 113, inclusive, of Grand Cay, according to plat in Map Book 56, pages 83-90, St. Johns County records.

CAPTION

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 8, 11 AND 12, SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 825, PAGE 924 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID GOVERNMENT LOT 11; THENCE NORTH 00°18'50" WEST ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 11, A DISTANCE OF 1,197.31 FEET TO A POINT LYING ON THE AFORESAID WESTERLY LINE OF GOVERNMENT LOT 11; THENCE DEPARTING THE AFORESAID LINE NORTH 89°39'45" EAST, A DISTANCE OF 75.10 FEET; THENCE SOUTH 65°26'28" EAST, A DISTANCE OF 19.98 FEET; THENCE SOUTH 53°07'41" EAST, A DISTANCE OF 33.98 FEET; THENCE NORTH 89°35'45" EAST, A DISTANCE OF 71.06 FEET; THENCE SOUTH 89°41'38" EAST, A DISTANCE OF 44.75 FEET; THENCE NORTH 83°15'15" EAST, A DISTANCE OF 44.86 FEET; THENCE NORTH 69°58'59" EAST, A DISTANCE OF 39.05 FEET; THENCE NORTH 58°49'18" EAST, A DISTANCE OF 64.59 FEET; THENCE NORTH 51°49'08" EAST, A DISTANCE OF 44.75 FEET; THENCE NORTH 83°15'15" EAST, A DISTANCE OF 44.86 FEET; THENCE NORTH 29°16'32" EAST, A DISTANCE OF 38.20 FEET; THENCE NORTH 23°54'55" EAST, A DISTANCE OF 53.23 FEET; THENCE NORTH 29°16'32" EAST, A DISTANCE OF 41.33 FEET; THENCE NORTH 10°15'46" WEST, A DISTANCE OF 43.78 FEET; THENCE NORTH 35°28'55" WEST, A DISTANCE OF 60.60 FEET; THENCE NORTH 43°47'49" WEST, A DISTANCE OF 42.49 FEET; THENCE NORTH 57°08'01" WEST, A DISTANCE OF 42.99 FEET; THENCE NORTH 49°20'16" WEST, A DISTANCE OF 48.74 FEET; THENCE NORTH 66°12'47" WEST, A DISTANCE OF 96.82 FEET; THENCE NORTH 27°59'07" EAST, A DISTANCE OF 125.39 FEET; THENCE NORTH 48°01'57" EAST, A DISTANCE OF 128.66 FEET; THENCE NORTH 84°40'23" EAST, A DISTANCE OF 55.51 FEET; THENCE NORTH 89°47'27" EAST, A DISTANCE OF 42.06 FEET; THENCE SOUTH 82°26'02" EAST, A DISTANCE OF 62.37 FEET; THENCE SOUTH 57°01'04" EAST, A DISTANCE OF 50.32 FEET; THENCE SOUTH 30°20'19" EAST, A DISTANCE OF 61.19 FEET; THENCE SOUTH 36°07'46" EAST, A DISTANCE OF 173.54 FEET; THENCE SOUTH 46°55'22" EAST, A DISTANCE OF 323.19 FEET; THENCE SOUTH 84°06'31" EAST, A DISTANCE OF 29.55 FEET; THENCE SOUTH 44°51'50" EAST, A DISTANCE OF 41.90 FEET; THENCE SOUTH 14°00'55" EAST, A DISTANCE OF 33.49 FEET; THENCE SOUTH 26°23'18" EAST, A DISTANCE OF 34.83 FEET; THENCE SOUTH 17°36'14" EAST, A DISTANCE OF 50.84 FEET; THENCE SOUTH 09°02'07" EAST, A DISTANCE OF 43.18 FEET; THENCE SOUTH 33°00'20" EAST, A DISTANCE OF 35.02 FEET; THENCE SOUTH 35°28'24" EAST, A DISTANCE OF 90.43 FEET; THENCE SOUTH 17°05'53" EAST, A DISTANCE OF 31.91 FEET; THENCE SOUTH 06°20'18" WEST, A DISTANCE OF 34.97 FEET; THENCE SOUTH 30°27'23" EAST, A DISTANCE OF 56.25 FEET; THENCE SOUTH 72°34'18" EAST, A DISTANCE OF 57.51 FEET; THENCE SOUTH 03°46'14" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 71°16'35" EAST, A DISTANCE OF 37.90 FEET; THENCE SOUTH 03°46'14" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 71°16'35" EAST, A DISTANCE OF 48.14 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A 200 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED); THENCE SOUTH 08°17'07" EAST, ALONG LAST SAID LINE A DISTANCE OF 766.36 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AFORESAID GOVERNMENT LOT 12; THENCE SOUTH 89°53'37" WEST, ALONG LAST SAID LINE AND ALSO ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 11, A DISTANCE OF 1,367.72 FEET TO THE POINT OF BEGINNING.

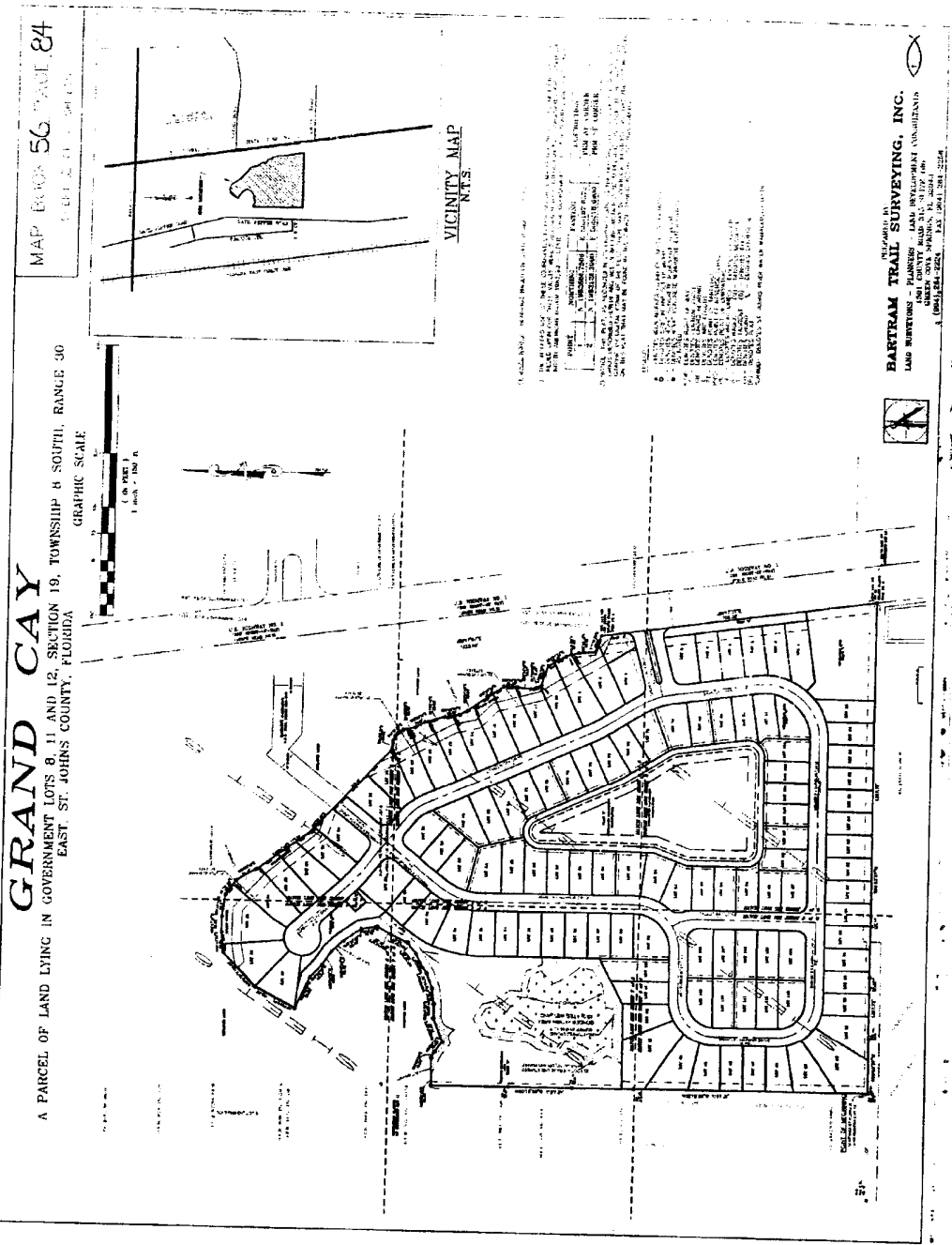
CONTAINING 39.99 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN ST. JOHNS COUNTY, FLORIDA

SURVEYORS NOTE:

REVIEW AND COMPARISON OF CHARLES BASSETT & ASSOCIATES INC.
MAP SHOWING SKETCH OF DESCRIPTION FILE #S-6131-SC DATED MARCH
04, 2004, PROVIDED BY KB HOME, AND THIS PLAT WITH BEARINGS
BASED ON FLORIDA STATE PLANE COORDINATES, DESCRIBE LANDS WHICH
ARE ONE AND THE SAME.

CERTIFICATE OF APPROVAL AND ACCEPTANCE



MAP BOOK 56 PAGE 85
SHEET 1 OF 1

GRAND CAY
A PARCEL OF LAND LYING IN GOVERNMENT LOTS 8, 11 AND 12, SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30
EAST, ST. JOHNS COUNTY, FLORIDA

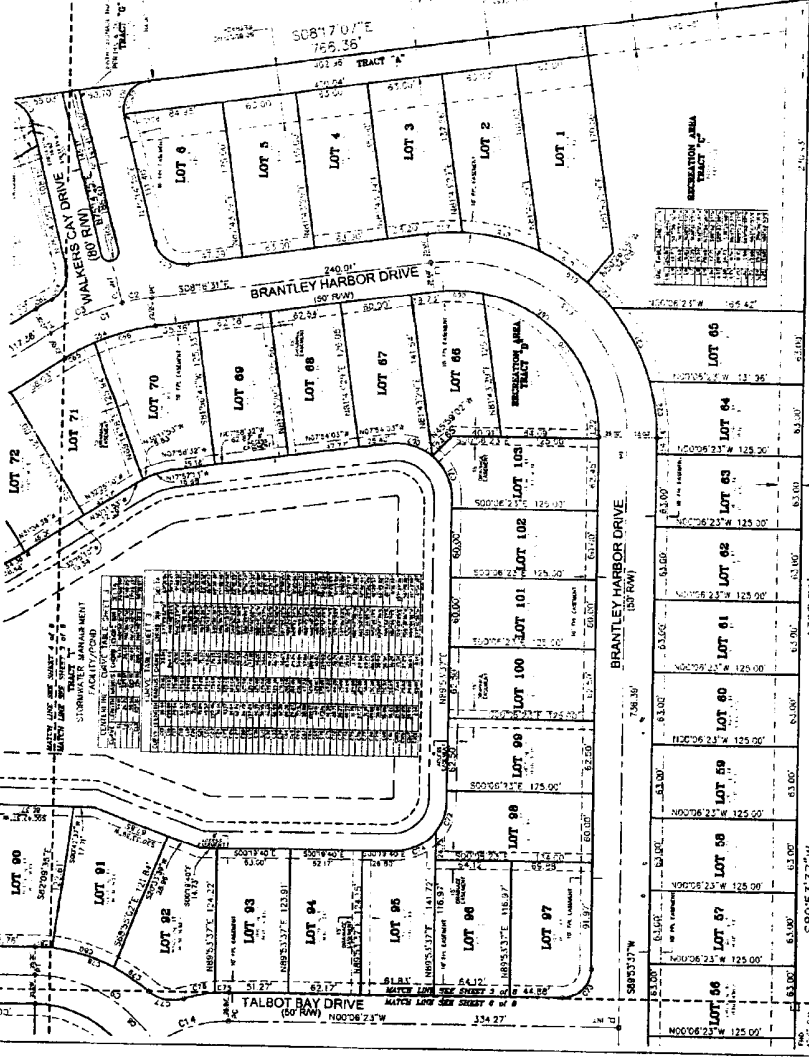
GOVERNMENT LOT 12

GRAPHIC SCALE

STATE HIGHWAY NO. 1
STATE ROAD NO. 61

SECTION 18 OF
TOWNSHIP 8 SOUTH
RANGE 30 EAST
ST. JOHNS COUNTY
FLORIDA

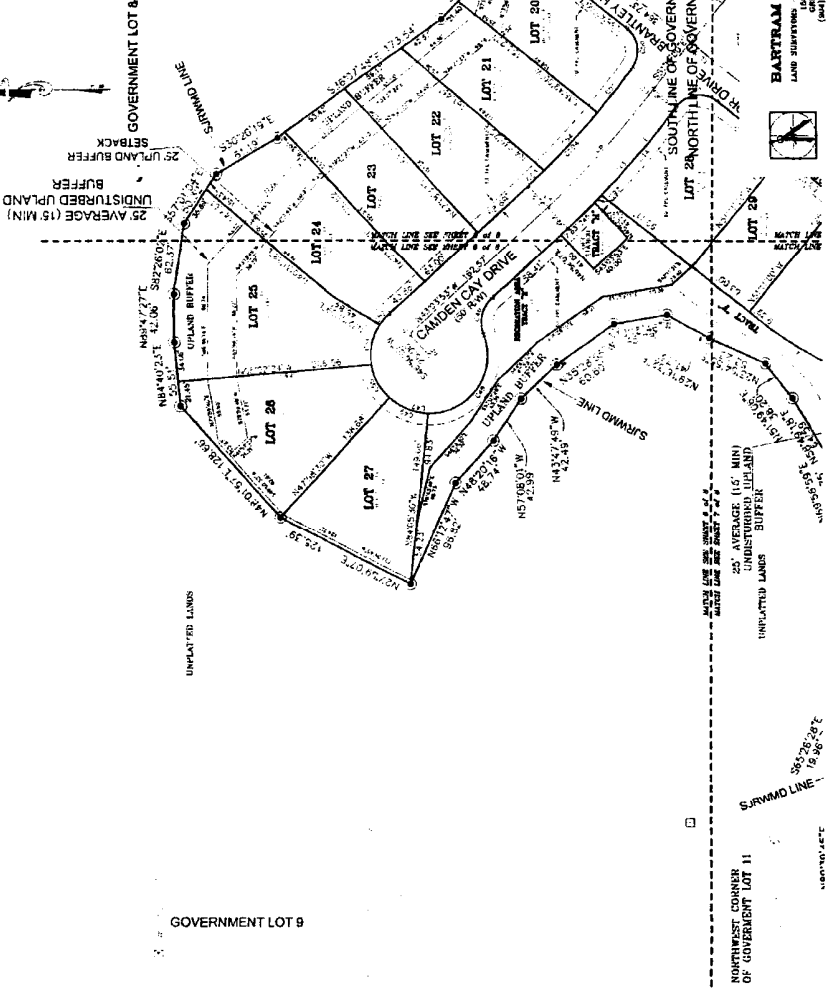
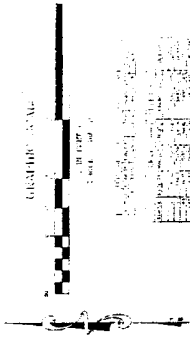
PREPARED BY
BARTHAM TRAIL SURVEYING, INC.
LAND SURVEYING & MAPPING
1000 S. GULF BLVD., SUITE 100
GREEN DUNE, FLORIDA 32041
(904) 247-2222 FAX (904) 247-2223



MAP 1999-56 PAGE 88

GRAND CAY

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 8, 11 AND 12, SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA

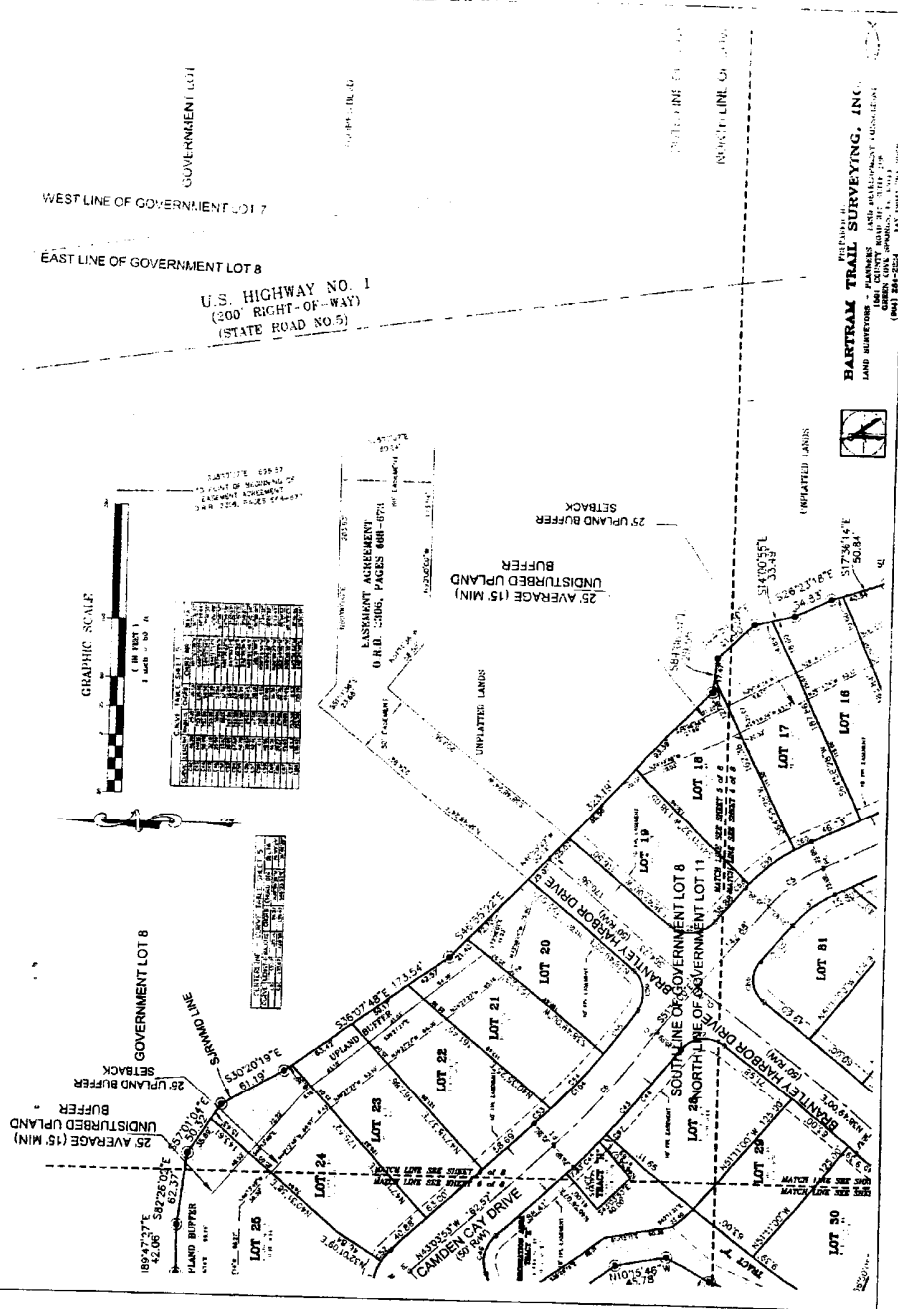


BARTRAM TRAIL SURVEYING, INC.
 LAND SURVEYING - PLANNING - LAND REDEVELOPMENT
 1801 COUNTY ROAD 240, SUITE 100
 (904) 224-2221 FAX (904) 224-2202



NORTHWEST CORNER
 OF GOVERNMENT LOT 11

GOVERNMENT LOT 9



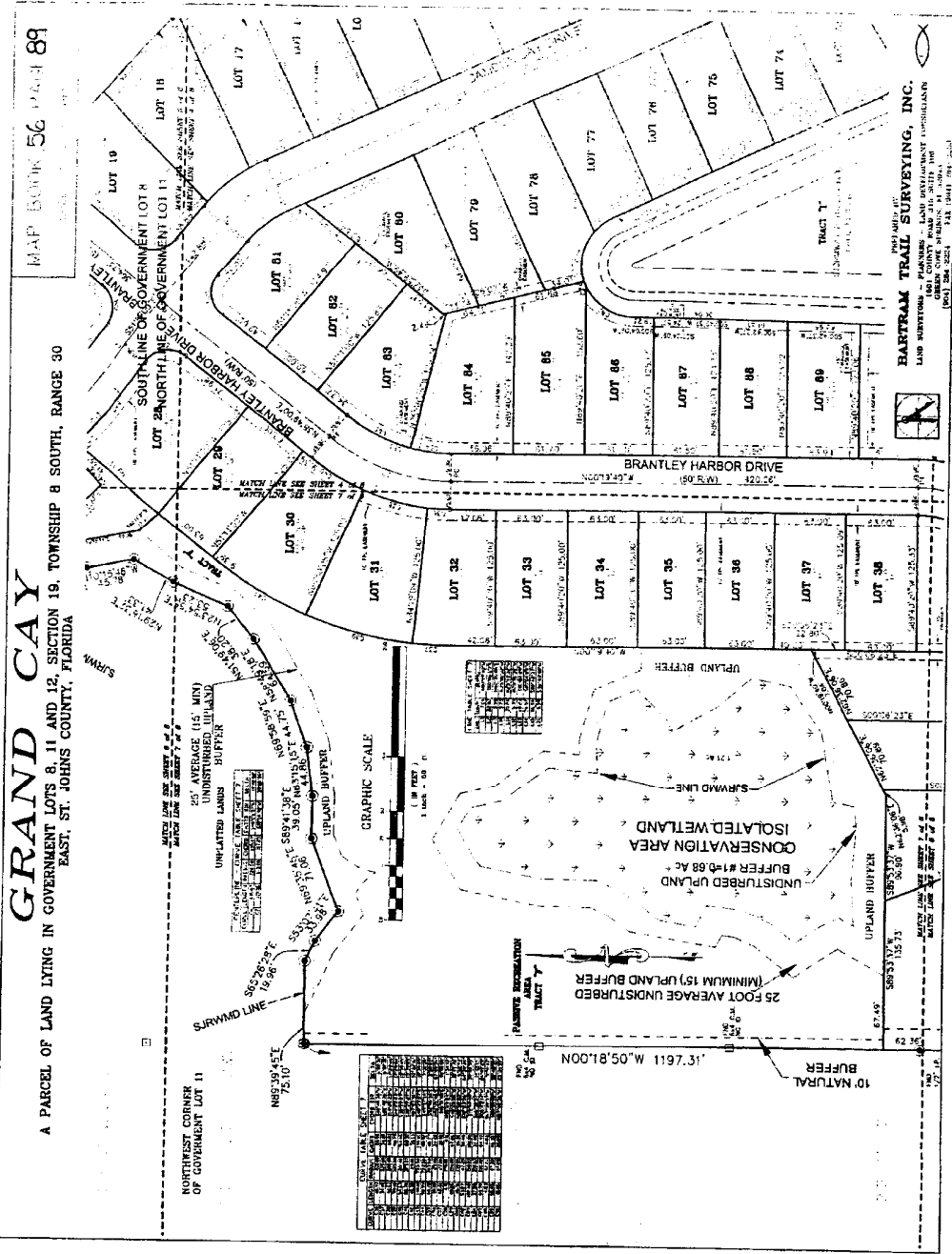


EXHIBIT B

Articles of Incorporation for
Grand Cay of St. Augustine Association, Inc.