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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR THE RESERVE  
AT GREENBRIAR

COPY

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR THE RESERVE AT GREENBRIAR**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE RESERVE AT GREENBRIAR ("Amendment") is made this 2<sup>nd</sup> day of May, 2013 by the MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership ("Mattamy").

**RECITALS**

1. This Amendment is made to that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Reserve at Greenbriar, recorded on July 19, 2012, in Official Records Book 3589, Page 676, of the Public Records of St. Johns County, Florida, and as subsequently amended and/or supplemented from time to time (collectively, the "Declaration") for that certain residential development in St. Johns County, Florida, more commonly referred to as the Reserve at Greenbriar.

2. Mattamy owns and holds all rights and interests as Developer under the Declaration, pursuant to that certain Assignment of Developer's Rights, by Worthington Development, LLC, a Florida limited liability company to Mattamy (Jacksonville) Partnership, a Florida general partnership, dated July 25, 2012, recorded on July 27, 2012 in Official Records Book 3592, Page 1177, Public Records of St. Johns County Florida ("Assignment").

3. Mattamy owns and holds title to certain real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("Annexed Property").

4. Mattamy, as Developer under the Declaration, and pursuant to the terms, conditions and restrictions of the Declaration including without limitation the provisions of Section 2.2 of the Declaration, desires to subject the Annexed Property to the Declaration as more particularly set forth below.

5. Mattamy, as Developer under the Declaration, and pursuant to the terms, conditions, and restrictions of the Declaration, including without limitation the provisions of Section 11.11.1 of the Declaration, desires to amend certain provisions of the Declaration more particularly set forth below.

6. The capitalized and defined terms set forth herein shall have the meanings ascribed to them in the Declaration unless expressly modified herein.

**NOW THEREFORE**, the Developer declares that the Declaration is amended and modified as set forth herein:

1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein by this reference.

2. **Annexed Property.** Mattamy, as owner and holder of the Annexed Property hereby consents to the encumbrance of the Annexed Property by the Declaration, and its terms, conditions and restrictions, subject to, and expressly reserving to Mattamy as Developer the

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rights set forth in Section 2.3 of the Declaration. Mattamy, as Developer hereby amends Section 1.18 to provide that the defined term "Property" shall include the Annexed Property. Provided, however, that the encumbrance of the Annexed Property, shall not be deemed to be a conveyance of any interest in the Annexed Property as: (1) Common Area or Common Areas as those terms are defined in Section 1.6 of the Declaration; (2) Conservation Easement Areas as defined in Section 10.1 of the Declaration; (3) Conservation and Vegetative Natural Buffer Areas as defined in Section 8.3 of the Declaration; or (4) conveyance of any easement to the Association.

3. **Private Roads and Limited Access.** It is intended by Mattamy that the Annexed Property will be developed into Lots for construction of a House on each Lot, in accordance with a Plat of the Annexed Property to be recorded in the St. Johns County Public Records, to be designated as a part of the Subdivision ("**Annexed Property Plat**"). The roadways and driveways to be reflected on the Annexed Property Plat will not be dedicated to the public by the Annexed Property Plat or other designation, but shall be designated as a portion of the Common Areas intended for the common use and enjoyment of all the Owners (collectively "**Private Roadways**"). The Private Roadways shall be utilized by each Owner, and the Developer, and their respective successors, assigns, licensees, grantees, and designees, for purposes of ingress and egress for pedestrian and motor vehicle access to the Lots and Common Areas from public rights of way, all subject to the terms, conditions, provisions, and restrictions of the Declaration, and any and all rules, limitations and restrictions promulgated pursuant to the Declaration. Access to the Private Roadways shall be limited, restricted and controlled by access gate or other means ("**Access Gate**").

4. **Defined Terms.** Article I is hereby amended to incorporate the following defined terms:

Section 1.23 **Commercial Vehicle.** "Commercial Vehicle" shall mean and refer to any vehicle of a type that is normally used other than as a personal passenger vehicle, including, but not limited to trucks (other than pickup trucks used on a non commercial basis), moving vans, delivery vans, buses, trailers, tractors, construction vehicles and other similar vehicles, regardless of whether or not such vehicles contain advertising or other commercial messages on the exterior of such vehicle.

Section 1.24 **Passenger Vehicles.** "Passenger Vehicles" shall mean and refer to private automobiles, pick-up trucks, minivans, passenger vans, sport utility vehicles, motorcycles, mopeds, and other similar vehicles.

Section 1.25 **Recreation Vehicles.** "Recreational Vehicles" shall mean and refer to mobile homes, motor homes, campers, conversion vans, boats, personal watercraft (jet skis), boat trailers, golf carts, all terrain vehicles and other similar vehicles used for recreation or travel.

Section 1.26 **Vehicle.** "Vehicle" shall mean and refer to any motorized craft, or craft intended to be towed by motorized craft such as cars, trucks, sport utility vehicles, vans, boats, personal water craft, trailers, motor homes, motor scooter, moped, all terrain vehicles or other two-wheeled, three-wheeled, or four-

wheeled motorized craft and other similar craft. The term shall include Commercial Vehicle, Passenger Vehicle, and Recreational Vehicle.

5. **Common Area Easement.** Article IV is hereby amended to incorporate the following sections:

Section 4.8 **Access, Ingress and Egress Easement.** Subject to the provisions of this Declaration, every Owner, the Association, and the Developer shall have a non-exclusive right, license, privilege and easement for access, ingress, and egress by Vehicles, and pedestrians, in, through, over and across the streets, roads, walks and other platted rights-of-way in the Common Property.

6. **Duties and Powers of the Association.** Article V of the Declaration is amended to incorporate the following:

Section 5.6 The Association shall have the power and authority to:

(a) arrange and pay for the installation, maintenance, repair, replacement, lighting, improvement and beautification of road rights-of-way and easement areas on and to the Common Property, and the acquisition, maintenance, repair and replacement of road signs, project identification signs, and directional markers;

(b) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Lot, the value of the interest of each Owner in such property shall be included in the assessed value of each Lot and any taxes levied directly against such community property should be of a nominal nature;

(c) To repay deficits previously incurred by the Association and Declarant, if any, in making capital improvements to or upon the Common Property and Easements, and in furnishing services to or for the Owners of the Association (provided, however, that such power shall not be deemed to include the power to repay deficits incurred from the streets, drainage system, including stormwater detentions/retentions areas, sidewalks, curbing, bike paths, traffic-control signage or other Association infrastructure appurtenant to the private roadways or drainage systems).

(d) To fund appropriate reserves for future repair and replacement of assets, including, but not limited to, the road and drainage system, the entry features and access control gates, fencing, landscaping and irrigation systems;

(e) To do any other thing necessary or desirable in the judgment of said Association to keep the Common Areas maintained, repaired, neat, and attractive or to preserve or enhance the value thereof, or to eliminate fire, health, or safety hazards, or to provide utility services to the Lots, or which, in the judgment of said Association, may be of benefit to the Owners or occupants of the Properties.

Section 5.7 **Traffic Enforcement.** Enforcement of traffic laws within the Property, as requested by the Association, shall be conducted by the County's sheriff; the Association may pay, if required, all costs of enforcement incurred by the County's sheriff.

7. **Covenants for Maintenance Assessments.** Article VI of the Declaration is amended to incorporate the following:

Section 6.10 **Required Account.** The Association shall create, deposit monies into, retain in perpetuity, and replenish from time to time accounts for "Capital Repairs Private Roadways Account" and "Routine Infrastructure Maintenance Account."

Section 6.11 **Routine Infrastructure Maintenance Account.** The Association shall establish and maintain an account for the annual routine maintenance and repair of the Private Roadways, sidewalks, and related infrastructure (the "Routine Infrastructure Maintenance Account").

(a) **Permitted Uses.** Funds in the Routine Infrastructure Maintenance Account, including any investment earnings, may be used by the Association (or by the Declarant), only for scheduled maintenance and for unscheduled repair of the Private Roadways, sidewalks, curbing, bike paths, traffic-control signage and other Association infrastructure appurtenant to the private roads and drainage systems. Funds in the account may also be used for scheduled maintenance and unscheduled maintenance and repair of the entrance and exit gates and their related facilities, but the streets maintenance and repair take priority over the maintenance and repair of the gates and related facilities.

(b) **Annual Deposits.** The Association must deposit each year into the Routine Infrastructure Maintenance Account an amount of money sufficient to perform all scheduled maintenance and unscheduled repair of the Private Roadways, and other infrastructure during the subsequent year. Such deposits, when added to investment earnings, must be no less than the sum of: (i) the amount recommended by the Periodic Engineer's Report, and (ii) an amount sufficient to cover the cost of maintenance and repair of the entrance and exit gates and their related facilities.

Section 6.12 **Capital Repair Private Roadways Account.** The Association shall establish and maintain an account for major capital repair and

replacement of the subdivision's Private Roadways (the "Capital Repair Private Roadways Account").

(a) **Permitted Uses.** Funds in the Capital Repair Private Roadways Account, including any investment earnings, may be used by the Association only for resurfacing and related reconstruction of the Private Roadways, generally every twelve (12) years after issuance by the County of the certificate of completion for the Private Roadways. Funds in the account may not be expended earlier than the 12th anniversary of the issuance of the certificate of completion without the consent of no less than a simple majority of the Owners (excluding the Declarant), which consent may consist of written consent and/or voting consent at a meeting called in accordance with the Bylaws, and the consents will be valid only if obtained after Infrastructure Turnover.

(b) **Annual Deposits.** The Association must deposit each year into the Capital Repair Private Roadways Account an amount sufficient for the Private Roadways to be resurfaced and, as related to the resurfacing, reconstructed no less frequently than every twelve (12) years, such amount to be estimated by the Declarant. Annual deposits to the account must begin in the year in which the County issues its certificate of completion and must be completed no later than the year of the 12th anniversary of the issuance of the certificate. The amount deposited by the Association in any given years must be no less than one-twelfth of the estimate.

(1) **Alternate Annual Deposit Procedure.** Notwithstanding the foregoing, after turnover of the Association control, the schedule of deposits may be altered such that one or more annual deposits is less than one-twelfth of the estimate, but only if a simple majority or more of all Owners consent in writing and/or by voting at a meeting called in accordance with the Bylaws to approve the altered schedule. If the Owners consent in writing to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the 12-year period being equal to or in excess of the estimate approved by the County.

(2) **Deposit Adjustment Every 12 Years.** At the end of each 12-year period, the Association shall revise and update the estimated cost of resurfacing and, as related to the resurfacing, reconstructing the Private Roadways at the end of the next 12-year period, taking into consideration actual costs incurred and expected increases in road construction costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the account prior to the end of the 12-year period, the amount of deposits to the account in the remaining years shall be adjusted so as to ensure that the account contains an amount sufficient at the end of the 12-year period to pay the costs of all expected repair and/or reconstruction and resurfacing requirements.

Section 6.13 **Allocation of Maintenance Expense and Capital Expenditures and Reserves.** Notwithstanding any other provision of this Declaration, the Association budget for each fiscal year shall include separate line items for: (1) the Routine Infrastructure Maintenance Account set forth in Section 6.11, for Expenses related to the maintenance, operation, repair and insurance of the Private Roadways and Access Gate and sidewalks, curbing, bike paths, traffic-control signage and other infrastructure appurtenant to the Private Roadways ("Private Roadway Expenses"); and (2) Reserves for the Capital Repair Streets Account pursuant to Section 6.12 above ("Capital Repair Private Roadways Reserve").

The Private Roadway Expenses and Capital Repair Private Roadways Reserve, shall be assessed separate from Annual General Assessments, applicable to all Lots, but such amounts shall be assessed by Special Assessment each year, as a Special Private Roadways Assessment, assessed against only the Lots to be platted and subsequently created and developed within the Annexed Property.

The Association shall have reasonable discretion in the determination of the amount and type of expenses designated as Private Roadway Expenses, and the amount of expenses for the maintenance, operation of the Common Areas other than the Private Roadways, and related infrastructure.

8. **Use of Property.** Article VIII of the Declaration is hereby amended to incorporate the following:

Section 8.26 **Vehicles.**

(a) **On Common Property.** No Vehicles may be kept or parked on any Common Property, except for temporary parking in Common Areas designated by the Association for vehicle parking.

9. **General Provisions.** Article XI of the Declaration is hereby amended to incorporate the following:

Section 11.12 **Gated Community Disclosure.**

(a) BY LAW, THE COUNTY CANNOT PAY TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE IN THIS COMMUNITY BECAUSE THESE THINGS ARE PRIVATE PROPERTY AND THE GENERAL PUBLIC CANNOT ACCESS THE COMMUNITY.

(b) ALTHOUGH THE COST OF PROPERLY MAINTAINING AND REPAIRING ROADS, SIDEWALKS AND DRAINAGE SYSTEMS CAN BE VERY HIGH, ONLY THE OWNERS OF HOMES AND LOTS IN THIS COMMUNITY WILL SHARE THESE EXPENSES. TAX DOLLARS WILL NOT BE USED. THE MEMBERS MUST ALSO PAY FOR THE COST OF LIABILITY INSURANCE AND TRAFFIC ENFORCEMENT ON THE COMMUNITY'S ROADS.

(c) UNDER FLORIDA LAW, NO REDUCTION IN YOUR TAX BURDEN WILL RESULT FROM LIVING IN THIS COMMUNITY.

(d) MEMBERS OF THIS COMMUNITY, THROUGH THEIR MANDATORY HOMEOWNERS ASSOCIATION, MUST SET ASIDE ADEQUATE RESERVES TO PROPERLY MAINTAIN, REPAIR AND REPLACE THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM, AND MUST HAVE A PROFESSIONAL ENGINEER REGULARLY INSPECT THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM AND REPORT WHAT WORK IS NECESSARY TO MAINTAIN AND/OR REPAIR THEM. THE MANDATORY HOMEOWNERS ASSOCIATION IS OBLIGATED TO DO THE NECESSARY WORK REPORTED AND THE MEMBERS OF THE HOMEOWNERS ASSOCIATION PAY FOR THE WORK THROUGH THEIR ASSESSMENTS.

(e) THE EXTRA EXPENSES YOU INCUR TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE IN YOUR COMMUNITY ARE IN ADDITION TO OTHER EXPENSES CHARGED BY YOUR HOMEOWNERS ASSOCIATION TO PAY FOR PRIVATE RECREATIONAL, SECURITY AND OTHER AMENITIES AND SERVICES THE COMMUNITY MAY OFFER, INCLUDING THE COMMUNITY'S GATES.

(f) AS WITH ANY ASSESSMENT, THE FAILURE OR INABILITY TO PAY MAY LEAD TO A LIEN BEING PLACED ON YOUR HOME. IF A LIEN IS PLACED AND FORECLOSED, YOU COULD LOSE YOUR HOME.

(g) THE HOMEOWNERS ASSOCIATION IS ALSO REQUIRED TO MAINTAIN LIABILITY INSURANCE ADEQUATE TO PAY CLAIMS FOR INJURIES AND PROPERTY DAMAGE ARISING ON THE PRIVATE ROADWAY, SIDEWALKS, DRAINAGE PONDS, AND OTHER COMMON AREAS IN THE NEIGHBORHOOD.

(h) IF THE COUNTY DETERMINES THAT THE COMMUNITY IS NOT MEETING ITS OBLIGATIONS, IT MAY REVOKE THE COMMUNITY'S PRIVILEGE TO CLOSE ITS GATES SO THAT THE ROADS IN THE COMMUNITY BECOME AVAILABLE FOR PUBLIC USE.

(i) IF THE COMMUNITY FAILS TO MAINTAIN ITS ROADS, SIDEWALKS AND DRAINAGE SYSTEM, THE COUNTY MAY REQUIRE THAT THE GATES BE REMOVED. IN THE EVENT THE GATES ARE REMOVED, AND THE HOA DEDICATES THE ROADS AND OTHER INFRASTRUCTURE TO THE COUNTY, ALL COSTS AND EXPENSES WHICH THE COUNTY INCURS FOR SUCH MAINTENANCE ARE RECOVERABLE FROM THE COMMUNITY. FUNDS WHICH HAVE BEEN SET ASIDE BY THE COMMUNITY MAY BECOME THE PROPERTY OF THE COUNTY, AND THE ROADS IN YOUR COMMUNITY SHALL

PERMANENTLY BECOME OPEN TO THE PUBLIC. ORANGE COUNTY WILL NOT MAINTAIN YOUR RECREATIONAL, SECURITY AND OTHER AMENITIES UNDER ANY CIRCUMSTANCES.

(j) BEFORE YOU SIGN A CONTRACT BE SURE THAT YOU RECEIVE WRITTEN INFORMATION ABOUT THE COSTS OF LIVING IN THIS COMMUNITY.

Section 11.13 No Reduction in Taxes in Private Subdivision. OWNERS ARE HEREBY ADVISED THAT THEY WILL RECEIVE NO DISCOUNT IN PROPERTY OR OTHER TAXES BECAUSE OF PRIVATE STREETS OR DRAINAGE SYSTEM.

10. Miscellaneous. Except as expressly modified herein, all other terms of the Declaration shall remain in full force and effect.

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By: [Signature]  
 Name: Linda Petrock  
 Title: Secretary  
 Date: 5-28-13

STATE OF Florida  
 COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 28 day of May, 2013, by Linda Petrock as Secretary of Reserve @ Greepriac HDA, on behalf of the corporation. He/she/they is/are  personally known to me or ( ) has/have produced as identification.

[Signature]  
 Notary Public, State of Florida  
 Print Name: R. Burden  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



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**EXHIBIT "A"**

A PORTION OF THE FRANCIS PHILIP FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, BEING A PORTION OF THE NICOLL OR MOREMAN TRACT IN SAID GRANT, AND A PORTION OF THE SOUTH 1/2 OF THE LEONORA T. COLT TRACT AND A PORTION OF THE SOPHIA FATIO GRANT, ALL LYING IN SAID GRANT, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF GREENBRIAR ROAD (COUNTY ROAD NO. 11, A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), WITH THE WESTERLY LINE OF A TRACT OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA THROUGH CONDEMNATION SUIT 602-J-CIVIL, KNOWN AS THE FORMER SWITZERLAND NAVAL BOMB TARGET; THENCE NORTH 35°03'40" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 35.66 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENBRIAR ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT "A" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 869, PAGE 1615; THENCE SOUTH 77°10'57" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 5297.08 FEET TO THE SOUTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORDS BOOK 2392, PAGE 82 OF SAID PUBLIC RECORDS; THENCE NORTH 12°51'23" EAST ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 9.00 FEET TO THE PRESENT NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS CONVEYED TO ST. JOHNS COUNTY PER OFFICIAL RECORDS BOOK 1382, PAGE 834 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 12°51'23" EAST ALONG THE EASTERLY LINE OF THE AFOREMENTIONED LANDS AND ALONG THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2991, PAGE 84 OF SAID PUBLIC RECORDS, A DISTANCE OF 740.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 12°51'23" EAST, A DISTANCE OF 857.42 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF THE PLAT OF WINCHESTER, AS RECORDED IN MAP BOOK 57, PAGES 55 THROUGH 70 OF SAID PUBLIC RECORDS, THE FOLLOWING THREE (3) COURSES: COURSE NO. 1: NORTH 22°25'00" WEST, 1180.00 FEET; COURSE NO. 2: NORTH 70°56'32" WEST, 320.76 FEET; COURSE NO. 3: NORTH 13°15'52" EAST, 482.63 FEET TO A POINT SITUATE ON THE LINE DIVIDING SAID SOUTH 1/2 OF THE LEONORA T. COLT TRACT FROM THE NORTH 1/2 OF SAID TRACT; THENCE SOUTH 76°43'24" EAST, ALONG SAID DIVISION LINE, 3146.60 FEET TO THE NORTHWESTERLY CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORDS BOOK 390, PAGE 751 OF SAID PUBLIC RECORDS; THENCE SOUTH 13°14'58" WEST, ALONG THE WESTERLY LINE OF SAID LAST MENTIONED LANDS, 642.36 FEET; THENCE SOUTH 76°43'31" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 692.71 FEET; THENCE NORTH 13°16'10" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, 642.34 FEET TO THE NORTHEASTERLY CORNER THEREOF TO SAID DIVISION LINE BETWEEN THE SOUTH 1/2 AND NORTH 1/2 OF SAID LEONORA T. COLT TRACT; THENCE SOUTH 76°43'24" EAST, ALONG SAID LAST MENTIONED LINE, 1597.59 FEET TO THE WESTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN EXHIBIT "A", PARCEL "A", RECORDED IN OFFICIAL RECORDS BOOK 2274, PAGE 1416 OF SAID PUBLIC RECORDS; THENCE SOUTH 19°04'30" WEST, ALONG SAID LAST MENTIONED LINE, 711.84 FEET TO THE SOUTHWESTERLY CORNER THEREOF, THE SAME BEING THE NORTHWESTERLY CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORDS BOOK 1786, PAGE 1057 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°59'34" WEST, ALONG THE WESTERLY LINE OF SAID LAST MENTIONED LANDS, 1324.92 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID POINT BEING SITUATE ON THE LINE DIVIDING THE SOUTH LINE OF SAID NICOLL OR MOREMAN TRACT FROM THE NORTHERLY LINE OF SAID SOPHIA FATIO TRACT; THENCE NORTH 76°49'57" WEST, ALONG SAID LAST MENTIONED LINE, 1753.58 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 679, PAGE 600; THENCE SOUTH 26°48'33" EAST, ALONG SAID LAST MENTIONED LINE, A DISTANCE OF 21.08 FEET TO A POINT ON THE NORTHERLY LINE OF THE PLAT OF WORTHINGTON, AS RECORDED IN MAP BOOK 67, PAGES 92 THROUGH 97 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY, EASTERLY AND WESTERLY BOUNDARY OF SAID PLAT OF WORTHINGTON, THE FOLLOWING TWENTY-TWO (22) COURSES: COURSE NO. 1: SOUTH 25°06'15" WEST, 89.76 FEET; COURSE NO. 2: NORTH 83°34'49" WEST, 39.32 FEET; COURSE NO. 3: NORTH 81°03'58" WEST, 45.44 FEET; COURSE NO. 4: NORTH 05°32'17" WEST, 287.05 FEET; COURSE

NO. 5: NORTH 77°10'51" WEST, 43.36 FEET; COURSE NO. 6: NORTH 26°38'32" WEST, 356.69 FEET; COURSE NO. 7: NORTH 61°11'50" WEST, 269.68 FEET; COURSE NO. 8: NORTH 12°49'09" EAST, 95.55 FEET; COURSE NO. 9: NORTH 72°25'11" EAST, 440.35 FEET; COURSE NO. 10: SOUTH 83°39'04" EAST, 222.39 FEET; COURSE NO. 11: NORTH 12°49'09" EAST, 167.89 FEET; COURSE NO. 12: NORTH 25°59'34" EAST, 237.52 FEET; COURSE NO. 13: NORTH 77°10'51" WEST, 205.77 FEET; COURSE NO. 14: SOUTH 25°29'26" WEST, 210.01 FEET; COURSE NO. 15: SOUTH 77°37'44" WEST, 456.58 FEET; COURSE NO. 16: NORTH 85°04'31" WEST, 229.15 FEET; COURSE NO. 17: SOUTH 39°14'43" WEST, 641.89 FEET; COURSE NO. 18: SOUTH 77°10'51" EAST, 35.98 FEET; COURSE NO. 19: SOUTH 00°33'40" EAST, 387.80 FEET; COURSE NO. 20: SOUTH 30°13'25" WEST, 577.38 FEET; COURSE NO. 21: SOUTH 32°35'50" WEST, 296.78 FEET; COURSE NO. 22: SOUTH 12°49'03" WEST, 81.77 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD AS ESTABLISHED BY SAID DEED IN OFFICIAL RECORDS BOOK 1382, PAGE 834; THENCE NORTH 77°10'57" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 958.61 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2991, PAGE 84; THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID LANDS, THE FOLLOWING FOUR (4) COURSES: COURSE NO. 1: NORTH 12°49'03" EAST, 235.00 FEET; COURSE NO. 2 NORTH 57°59'06" EAST, 481.39 FEET; COURSE NO. 3: NORTH 12°51'23" EAST, 165.00 FEET; COURSE NO. 4: NORTH 77°08'37" WEST, 885.00 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THAT PORTION CONVEYED TO ST. JOHNS COUNTY BY DEED OF DEDICATION RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 3590, PAGE 580, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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